THE CITY OF NEW YORK
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
CONSTRUCTION AND TECHNICAL SERVICES

SECTION 010010
GENERAL SPECIFICATIONS

FURNISH ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY FOR WORK TO BE PERFORMED AT VARIOUS DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES ("DCAS") FACILITIES IN THE BOROUGHS OF: MANHATTAN AND THE BRONX.

INTRODUCTION:

This is a "Requirements Contract" (the "Contract") pursuant to which the bidder to whom the Contract is awarded (the "Contractor") shall provide, during the term of the Contract, the City's requirements for labor, "Materials" and equipment necessary to perform interior and exterior general construction work at various "Facilities" throughout the boroughs of Manhattan and the Bronx in the City of New York including, without limitation, demolition, carpentry, flooring, masonry, and concrete work. (the aforementioned quoted terms are hereinafter defined in Article 1 of these General Specifications).

All Work shall be performed under the jurisdiction of DCAS.

1 DEFINITIONS:

Unless otherwise specified:

1.1. "Agency" shall mean DCAS. For purposes of this Contract, DCAS may also be referred to as the "Department".

1.2. "Additional Requirements" shall mean Work that is not included in the Unit Price Work, which the Contractor shall provide. Additional Requirements include, without limitation: rock excavation, underpinning, soil stabilization, and structural bracing. DCAS reserves the right, in its sole discretion, to direct the Contractor to provide Additional Requirements to expedite any Work or task, in the best interests of the City. Payment for these Additional Requirements shall be made based on labor ("Time") and Materials, or as a negotiated lump sum, negotiated Unit Price, or some combination thereof. If DCAS and the Contractor cannot reach an agreement on the price to be paid for Additional Requirements, payment shall be made based on Time and Materials.

1.3. "Allowance" shall mean a sum of money which the Agency may include in the total amount of the Contract to cover costs directly reimbursable to the Contractor, including without limitation actual and reasonable fees for third-party professional services (e.g. Professional Engineer, Registered Architect, special inspections, expediting, etc.) in connection with the Work. Allowance permits direct reimbursement only and no mark-up shall be applied to amounts paid from Allowance. If the Contractor is not directed to use Allowance, the Contractor shall have no right to be compensated for Allowance and that unauthorized sum shall be deducted from the total amount of the Contract.

1.4. "Approved", "determined by DCAS," and words of similar import shall mean that which is approved, acceptable or satisfactory to DCAS, in its sole discretion.

1.5. "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. The costs of As-Builts shall be deemed to be included in the bid price.

1.6. "Commissioner" shall mean the Commissioner of DCAS and her or his duly authorized representative.

1.7. "Contract" or "Contract Documents" shall mean each of the various parts of the Contract including, but not limited to, these Specifications referred to in the Contract package both as a whole and severally and any Work Orders issued hereunder.

1.8. "Contractor" shall mean the entity (successful bidder) which executed the Contract, and its representatives, obligated to perform Contract Work in accordance with the terms and conditions of the Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and its, their, his/ her successors, personal representatives, executors, administrators, and assigns, and any person, firm, partnership, joint venture, individual, or corporation which shall at any time be substituted in the place of the Contractor under the Contract.

1.9. "DCAS" shall mean the Department of Citywide Administrative Services and its staff assigned to oversee the Contractor's Work and coordinate and communicate with the Contractor on a given Project.

1.10. "Engineer" or "Architect" or "Project Manager" or "Construction Project Manager", shall mean the person so designated in writing by the Commissioner in the Notice to Proceed or the Order to Work to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager or Construction Project Manager, as the case may be. For purposes of this Contract, individuals serving in these capacities shall be deemed equivalent with respect to their power and authority under this Contract. Subject to written approval by the Commissioner, the Engineer, Architect, Project Manager or Construction Project Manager may designate an authorized representative.

1.11. "Equal" or "Approved Equal" shall mean equal as determined by DCAS, in its sole discretion.

1.12. "Facility" or "Facilities", unless otherwise specified, shall refer to any and all of the City owned or managed properties, sites, buildings listed in these General Specifications and shall include, but not be limited to, all interior and exterior portions of such properties, up to and including the Facility's property line as determined by the City. A list of Facilities can be found in Article 14 of these General Specifications. DCAS reserves the right, in its sole discretion, to add or

delete Facilities from the list, and will notify the Contractor of an addition or deletion in writing. For purposes of this Contract, "Facility" or "Facilities" shall be deemed to include DCAS leased properties.

1.13. "Labor Rate" shall mean the hourly amount that must be paid to individuals performing Contract Work under Sections 220 and/ or 230 of the Labor Law of the State of New York or any other applicable Prevailing Wage law at the time the Work is performed. All payments to the Contractor for Contract Work done on a labor or "Time" basis ("Time and Materials" or "T&M"), shall be based on the Labor Rate for an individual multiplied by the number of hours worked and increased by the Percentage Mark-Up bid by the Contractor. For purposes of this Contract, the Labor Rate shall not include overtime payments unless specifically authorized by this specification.

1.14. "Law" or "Laws" 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, any ordinance, rule or regulation having the force of law, or common law.

1.15. "Materials" shall include, but shall not be limited to, 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. Payment for Materials shall be limited to the actual and reasonable cost of the Materials or any discounted price paid by the Contractor increased by the Percentage Mark-Up bid by the Contractor.

1.16. "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.

1.17. "NYC", "New York City", "City of New York" and "City" shall mean the City of New York.

1.18. "Occupants" shall mean employees, visitors or invitees at NYC owned or managed buildings.

1.19. "Payroll Taxes" shall mean State Unemployment Insurance ("SUI"), Federal Unemployment Insurance ("FUI") and payments made pursuant to the Federal Insurance Contributions Act ("FICA").

1.20. "Percentage Mark-Up" shall mean the percentage bid by the Contractor to be added as a multiplier to the amount paid to the Contractor for labor and/ or Materials. Unless otherwise specified, the Percentage Mark-Up shall be deemed to include, without limitation, any and all elements of overhead and profit and all direct and indirect costs of the Contractor, any and all elements of overhead and profit including, without limitation the cost of:

1.20.1 Tools (including small tools), equipment and accessories, whether owned or rented, travel, transportation, waste disposal, mobilization, administration, supervision, management and superintendence;

1.20.2 Costs and expenses of insurance, bonds, licenses, permits and filings of any kind or nature whatsoever, as required by the Contract;

1.20.3 All associated taxes including, without limitation, Payroll Taxes;

1.20.4 Statutory or contractual costs or expenses that the Contractor must pay on behalf of its employees including, without limitation, all payments mandated by federal, State, or local Laws, rules and regulations and modifications, revisions and additions thereto; and

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

1.21. "Project" shall mean the public improvement to which this Contract or any Work Order relates.

1.22. "Project Meeting" shall mean a meeting between DCAS staff, the Contractor and, if appropriate, other contractors and/ or consultants working at the Facility, prior to, or during the performance of Work detailed under a specific Work Order.

1.23. "Provide" shall mean "furnish and install" unless otherwise specified.

1.24. "Requirements Contract" shall mean a contract with one or more Projects, each with its own scope of work as set forth in a Work Order issued for that Project by the Commissioner.

1.25. "Resident Engineer" shall mean the representative of the Commissioner duly designated by the Commissioner to be his/ her representative at the site of the Work and shall include any of the individuals named in Article 1.10.

1.26. "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.

1.27. "Substantial Completion" shall mean the written determination by the Engineer that the Work required under the Contract or a particular Work Order 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.

1.28. "Sundries" shall mean all secondary items necessary and required to install a primary item or Material including, without limitation, 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.

1.29. "Superintendent" or "Foreman" (the "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.

1.30. "Supplemental Work Order" shall mean any and all written amendments, modifications or changes to a Work Order deemed necessary by DCAS, in its sole discretion, in the best interests of the City.

1.31. “Unit Price” shall mean the total amount to be paid to the Contractor for Unit Price Work, by application of the Unit Price to an estimated quantity of services to be performed under each item, irrespective of whether such amount is derived from separate labor and Material components or combined in a single sum. Unless otherwise specified, each Unit Price shall be deemed to include, without limitation, 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:

1.31.1 Tools (including small tools), equipment and accessories whether owned or rented, travel, transportation, waste disposal, mobilization, administration, supervision, management, and superintendence;

1.31.2 Costs and expenses of insurance, bonds, licenses, permits and filings of any kind or nature whatsoever required by the Contract;

1.31.3 All associated taxes including, without limitation, Payroll Taxes;

1.31.4 Statutory or contractual costs or expenses that the Contractor must pay on behalf of its employees including, without limitation, Prevailing Wages and all other payments mandated by federal, State, or local Laws, rules and regulations and all modifications, revisions and additions thereto; and

1.31.5 Costs or expenses incurred by the Contractor if it subcontracts all or any part of the Work.

1.32. “Unit Price Work” shall mean a defined scope of Work as described in the Contract Documents for which the Contractor will be paid based on its “Unit Price” and shall be deemed to include all Work that may reasonably be required to perform Unit Price Work as determined by DCAS, in its sole discretion.

1.33. “Work” and “Contract Work shall mean all services required to complete the Project in accordance with the Contract Documents and any Work Orders including without limitation, labor, Materials, superintendence, management, administration, equipment, and incidentals, and obtaining all permits, certifications and licenses as may be necessary and required to complete the Work and shall include both Contract Work and Extra Work.

1.34. “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, however, that the “not to exceed” amount, scope of work and time within which a Work Order is to be completed may be amended, changed or modified by the Commissioner, in his/ her sole discretion, in a Supplemental Work Order or the time may be extended pursuant to Article 13A of the Standard DCAS Requirements Contract. Any additional time that may be necessary for the Contractor to complete the Work due to the issuance of a Supplemental Work Order or a time extension shall not be deemed a delay for which the Contractor shall be entitled to any damages whatsoever. All references herein to a Work Order shall be deemed to include Supplemental Work Orders.

**All definitions used in the Contract shall be deemed to be incorporated into these General Specifications; however, should any definitions used in these General Specifications be more expansive than those in the Contract, the more expansive definition shall apply.

2 SCOPE OF WORK:

2.1. These General Specifications describe the interior and exterior general construction work the Contractor shall provide at various Facilities throughout the boroughs of Manhattan and the Bronx, as directed by DCAS, including, without limitation, demolition, carpentry, flooring, masonry, and concrete work.

2.2. The Contractor shall perform all Work in accordance with the best modern practice, utilizing only current up-to-date methods and, unless otherwise specified in writing by DCAS, new and unused Materials of standard first-grade quality and workmanship, and design of the highest quality, to the satisfaction of the Commissioner.

2.3. The Contractor shall complete all Work in a good, substantial, and workmanlike manner, as approved by DCAS in its sole discretion, and shall furnish, deliver and supply all labor, Materials, supplies, tools and equipment, services, insurance and incidentals required for the proper performance and completion of the Work, and all items not mentioned, but necessary, to complete the Work. The costs associated therewith shall be deemed to be included in the Unit Price, as described in the definition of Unit Price Work in Article 1 of these General Specifications.

2.3.1 The Contractor shall comply with manufacturers' specifications and best commercial practices in application of all Materials and performance of all Work. All Work shall be subject to approval by DCAS, in its sole discretion.

2.3.2 If any detail of the Work that is necessary for satisfactory completion of the Work is not fully set forth in this Contract, it shall be deemed to be included and shall be performed in a manner conforming to the best modern practices, product specifications and recommendations for Work of this character.

2.3.3 The use of Materials or equipment inferior in quality to that specified in the Contract package, and any directions received from DCAS during the Contract, is not permitted under any circumstances.

2.4. The Contract will be used by DCAS but may be available for use by any City agency, upon these same terms and conditions, with the prior approval of the Commissioner or the Commissioner's designee, in their sole discretion.

2.5. The Contractor shall perform all Work in compliance with all Laws, rules, and regulations as may be amended, at no additional cost to DCAS, and irrespective of whether applicable Laws are specifically referenced in the Contract package. This shall include, without limitation, compliance with the New York City Building Code ("NYCBC"), the New York City Electrical Code ("NYCEC"), the Occupational Safety and Health Administration ("OSHA")'s revised Hazard Communication Standard and all other OSHA requirements, the New York City Environmentally Preferable Purchasing ("EPP") Minimum Standards for Construction Products, and the Americans with Disabilities Act (including the ADA standards issued by the U.S. Department of Justice and the U.S. Department of Transportation and the United States

Access Board's Guide to the ADA Standards, including Chapter 4 "Elevators and Platform Lifts" (available on-line at https://www.access-board.gov)). The Contractor's failure to comply with such Laws, rules, and regulations shall subject the Contractor to the remedies described in the Standard DCAS Requirements Contract, including, but not limited to the remedy in Article 6.3 which requires replacement of Work that is not found to be in strict accordance with the Contract at the Contractor's cost.

2.6. The Contractor shall not commence Work until duly notified in writing by DCAS.

2.7. The scope and magnitude of the Work required in a Work Order shall vary to meet the City's needs, as determined by DCAS, in its sole discretion. Where applicable, DCAS will specify the square footage of the area covered under the Work Order.

2.8. The Contractor shall attend an individual kick-off meeting for each Project assigned under a given Work Order, and Project Meetings for each Project, as determined by DCAS in its sole discretion. The cost of these meetings shall be deemed to be included in the bid price.

2.9. The Contractor shall, upon DCAS's written request in its sole discretion, provide to DCAS a written proposal including the estimated cost of Work under a Work Order (or portion thereof) within seven (7) business days of DCAS' request, unless otherwise determined by DCAS in its sole discretion. The costs associated with preparation of a proposal shall be deemed included in the bid price.

2.10. The Contractor shall:

2.10.1 acquire, maintain and submit all permits, licenses, accreditations and waivers, provide all notices and pay all fees required in connection with the Work under the Contract;

2.10.2 submit all permits, licenses, accreditations and waivers to DCAS prior to commencement of any Work; and

2.10.3 obtain all regulatory agency approvals necessary and required to complete the Work.

All costs associated with this Article 2.10 shall be deemed to be included in the bid price.

2.11. 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 hard copies and digital copies to the Project Managers of all such filings and proofs of compliance upon completion of Work assigned under a Work Order and upon acceptance of the Work by the NYC Department of Buildings ("DOB").

2.12. All references to "drawings" and "plans" shall include, but not be limited to, all drawings, plans, sketches, addenda, and Request for Information ("RFI") clarification drawings given by DCAS to the Contractor at a project's inception or any time thereafter.

2.13. All submittals shall be deemed subject to the Shop Drawings procedures indicated in the General Conditions.

2.14. All required utilities will be provided by DCAS for the Contractor's use at the work site(s).

2.15. The Contractor shall employ and retain at each work site, for each Work Order, a Foreman, except as otherwise specified by DCAS.

2.15.1 The Foreman shall devote his or her time and personal attention to the Work, shall be present at the Facility from commencement until entire completion of the Work, and shall be acceptable to the Commissioner, in the Commissioner's sole discretion. In the absence of the Contractor, and irrespective of any foreman employed by any subcontractor, the Contractor's Foreman shall ensure that the instructions of the Commissioner are carried out in an expeditious and appropriate fashion. Once approved by the Commissioner, the Foreman on the job shall not be changed or removed without the written consent of the Commissioner. The Commissioner may require the Foreman to be present at each Project during all working hours.

2.15.2 DCAS reserves the right, in its sole discretion, to demand the replacement of any Foreman, or employee of the Contractor or its sub-contractor(s) performing Work under the Contract, in accordance with the terms set forth in the Contract package. The Contractor, once notified of DCAS' request, shall replace such employee with an employee of equal or greater experience, to DCAS' satisfaction, in its sole discretion, within no more than five (5) business days of DCAS making such request.

2.16. It shall be the responsibility of the Contractor to ensure that each subcontractor and/ or trade provides a Foreman who shall meet the requirements set forth above.

2.17. The Contractor shall request approval, and approval of any modifications thereto, for all subcontractors as required by Section 4-13 of the PPB Rules and the documents that constitute this Agreement in PASSPort. No subcontractor shall commence work under this Agreement unless the Contractor has requested approval in PASSPort and has received approval of such request, in writing, from the City.

3 ESTIMATED AMOUNT / TERM OF CONTRACT:

3.1. The estimated amount of the Contract is Nine Million Nine Hundred Thousand Dollars ($9,900,000.00); unless this amount is increased by DCAS in accordance with the Procurement Policy Board ("PPB") Rules. The Contract shall commence on the date set forth in the written Notice to Proceed or Work Order issued to the Contractor and shall terminate one thousand and ninety-five (1095) consecutive calendar days ("CCDs") thereafter, unless sooner terminated in accordance with the terms and conditions of the Contract. Any monies not used at the end of the Contract shall remain with the City.

3.2. The Commissioner reserves the right, in her or his sole discretion, to renew the Contract for an additional one thousand and ninety-five (1095) CCDs in accordance with the PPB Rules, and to increase the Contract amount to the extent permitted by Law, rule or regulation during the renewal term. If the Commissioner, in her or his sole discretion, elects to renew the

Contract, DCAS shall compensate the Contractor as follows:

3.2.1 All items bid on a Unit Price basis shall be increased by five percent (5%) at the beginning of the renewal term of the Contract.

3.2.2 The above-mentioned increase upon renewal shall be applied on a prospective basis only and shall not affect rates paid prior to the date of increase or rates to be paid for Work performed prior to the date of increase.

3.2.3 The increase upon renewal shall not apply to the following: (i) Additional Requirements items and (ii) any Percentage Mark-Up.

3.3. The Commissioner reserves the right, in her or his sole discretion, to extend the Contract for an additional three hundred and sixty-five (365) CCDs in accordance with the PPB Rules and to increase the Contract amount to the extent permitted by Law, rule or regulation. There shall be no increase in the Percentage Mark-Up or Unit Price during such an extension.

4 TERMINATION OF CONTRACT:

4.1. The Commissioner may, at its option, terminate the Contract, at any time by written notice to the Contractor. In the event of termination, the Contractor shall, upon receipt of such notice, unless otherwise directed by the Commissioner:

4.1.1 Stop Work on the date specified in the notice;
4.1.2 Take such action as may be necessary for the protection and preservation of the City's materials and property;
4.1.3 Cancel all cancelable orders for material and equipment;
4.1.4 Assign to the City and deliver to the Site or another location designated by the Commissioner, any non-cancelable order for material and equipment that is not capable of use except in the performance of the Contract and has been specifically fabricated for the sole purpose of this Contract and not incorporated in the Work;
4.1.5 Take no action which will increase the amounts payable by the city under this Contract.

4.2. In the event of termination by the City, payment to the Contractor shall be made in accordance with the Standard DCAS Requirements Contract January 2018.

5 BIDDER QUALIFICATIONS AND EXPERIENCE:

5.1. 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.

5.1.1 Bid Security/ Bid Bond.

5.1.2 The bidder shall use the correct version of the bid sheet and complete in its entirety and upload the completed and signed bid sheet in PASSPort at the time

of bid.

5.1.3 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 must submit their NYSDOL certificate within PASSPort as part of their bid response (under the required documents section). Note that failure to provide this certification may be grounds for non-responsive determination.

5.1.4 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.

5.2. 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.:

5.2.1 Submit to DCAS all proofs of permits and licenses, current and in good standing of the date of the bid opening, registrations as required for compliance with all federal, State, and local Laws, rules and regulations, and all modifications, revisions or additions thereto.

a. Proof of a valid New York City Department of Buildings General Contractor License.

5.2.2 The bidder shall complete the Bidders Minimum Qualification form and upload into PASSPort to demonstrate it has:

a. at a minimum, successfully performed and completed at least Two Million Dollars ($2,000,000.00) worth of general construction work per calendar year, over the three (3) year period immediately prior to the bid opening

b. at a minimum, one (1) general construction project that was completed within three (3) years prior to the bid due date for which the total cost falls within each range:

1. Up to $10,000
2. $10,001 to $250,000
3. $250,001 to $1,000,000
4. Over $1,000,000

The previous projects must show that the vendor has successfully completed all projects listed to demonstrate its ability to perform work of varying complexity

and magnitude. Each listed project shall have been completed for a different client.

5.2.3 For each project provided by the bidder under Article 5.2.2, the bidder shall provide the contact information of an individual who can serve as a reference for the bidder's work on the sample project. The contact information shall at a minimum include:

a. Name;
b. Title;
c. Address; and
d. Contact information, including phone number and email address.

6 METHOD OF BIDDING:

6.1. The Contractor shall submit on the Bid Sheet a Unit Price applied to an estimated quantity of Unit Price Work to be provided or performed under each Unit Price Item listed on the Bid Sheet. Each Unit Price shall include all costs delineated under the definition of Unit Price in Article 1 of these General Specifications. Payment for completed Work shall be made in accordance with the respective Unit Price bid for that Item.

6.2. Work that is not included in the Unit Price Work shall be deemed "Additional Requirements" which the Contractor is obligated to provide. DCAS reserves the right, in its sole discretion, to direct the Contractor to provide Additional Requirements to expedite any Work or task, in the best interests of the City. Payment for these Additional Requirements shall be made based on labor ("Time") and Materials, or as a negotiated lump sum, negotiated Unit Price, or some combination thereof. If DCAS and the Contractor cannot reach an agreement on the price to be paid for Additional Requirements, payment shall be made based on Time and Materials.

6.3. The Contractor shall submit on the Bid Sheet a Percentage Mark-Up for Time and Materials for Additional Requirements Work, which shall include full compensation to the Contractor for all costs and expenses for overhead and profit as specified in the definition of Percentage Mark-Up in Article 1 of these General Specifications.

6.4. The estimated amounts shown on the Bid Sheet shall be utilized for bidding purposes only; the actual amount of Work will be determined during contract administration by DCAS, in its sole discretion.

6.4.1 As noted in Unit Price Item ("UPI") 010010-1A on the Bid Sheet, the estimated Dollar amounts for Additional Requirements of Materials is One Hundred Fifty Thousand Dollars ($150,000.00). Mark-up on Materials percentage for Unit Item 010010-1A cannot exceed 25%. A percentage mark-up in excess of 25% for Materials will result in a non-responsive determination.

6.4.2 As noted in Unit Price Item ("UPI") 010010-2A on the Bid Sheet, the estimated Dollar amounts of Additional Requirements of labor ("Time") is Three Hundred Thousand Dollars ($300,000.00). Mark-up on Labor percentage for Unit Item 010010-2A cannot exceed 60%. A percentage mark-up in excess of 60% for Labor will result in a non-

responsive determination.

6.5. Allowances as indicated in Unit Price Item ("UPI") 010010-3 on the Bid Sheet: An estimated amount of Three Hundred Twenty Two Thousand and Five Hundred Dollars ($322,500.00).

6.6. Measurement and payment:

6.6.1 *Unit Price Work* - The Contractor shall be paid the sum of the Unit Price applied to the actual quantity of Unit Price Work provided or performed under each Unit Price Item listed on the Bid Sheet. The quantities for each Unit Price Item shall be measured in the units specified on the Bid Sheet.

6.6.2 *Additional Materials Requirements* shall only be paid for as follows (either 1 or 2 below):

1. The Contractor shall be required to submit to DCAS with the appropriate Payment Requisition forms original invoices, each listing: (a) the Contractor's actual, fair and reasonable cost for Materials and consumables; and (b) the applicable Percentage Mark-Up on Materials costs (per the Contractor's bid).

   (A) If DCAS determines, in its sole discretion that an invoiced cost is unreasonable, i.e., the cost exceeds the industry standard, DCAS reserves the right to disallow the excess and reimburse only the amount the Contractor should have paid for the invoiced item(s).

OR

2. Where it would be impracticable for the Contractor to substantiate its actual cost for Materials and consumables by invoice (for example, parts and Materials used are from Contractor's own stock), DCAS shall use a current parts catalog and/ or RS Means cost data, less the catalog's current discount (to establish probable cost to the Contractor) and then apply the bid Percentage Mark-Up to that amount.

6.6.3 *Additional Labor Requirements* - All payments to the Contractor for Additional Requirements Work done on a labor or "Time" basis ("Time and Materials" or "T&M"), shall be based on the Labor Rate for an individual multiplied by the number of hours worked and increased by the Percentage Mark-Up bid by the Contractor.

6.6.4 *Allowances* - The Contractor shall not be entitled to any Percentage Mark-Up whatsoever on Allowances. DCAS will pay actual and reasonable fees for professional services.

6.7. The Contractor shall schedule all hours of Work with DCAS, and shifts shall be determined in compliance with the Project Labor Agreement ("PLA"), where applicable.

6.8. The Commissioner reserves the right, in her or his sole discretion, to direct the Contractor to schedule shifts in accordance with the PLA (if applicable) to avoid interference with the

operational needs of the Facility, or for such other reasons as may be determined by the Commissioner in her or his sole discretion. The Commissioner further reserves the right, in her or his sole discretion, to direct the Contractor to schedule overtime and/ or other premium time if the Commissioner deems it appropriate.

6.9. All payments including overtime payments to the Contractor shall be made in accordance with the PLA and all applicable Law.

6.10. It is estimated that approximately twenty-five percent (25%) of the Work to be performed under the Contract may be performed during hours other than regular working hours. This amount is an estimate only and shall not constitute a representation by DCAS; the actual amount of Work performed during hours other than regular working hours cannot now be determined. The Contractor shall compensate its employees in accordance with the Prevailing Wage schedule contained in the applicable Section of the New York State Labor Law, and as it may hereafter be amended.

6.11. In the event the Contractor has obtained DCAS's prior written approval, DCAS shall pay only for the Labor Rate for a regular eight (8) hour day multiplied by the Percentage Mark-Up. Overtime will only be paid by DCAS where the Contractor's employee performs Work under the Contract beyond a regular eight (8) hour day or forty (40) hour work week, or as otherwise specified in the prevailing wage schedule and in accordance with the PLA, where applicable. Overtime will only be paid if it is pre-approved in writing by DCAS.

6.12. *Overtime Payments for Unit Price Work* - If the Contractor has obtained DCAS' prior written approval to perform Unit Price Work on an overtime basis, the Contractor shall be entitled to payment for the difference between the non-overtime wage rate and the overtime wage rate for the applicable worker classification for the number of hours of approved overtime Work performed. Also, if the applicable Prevailing Wage title contains an overtime rate for supplemental benefits, the Contractor shall be entitled to payment for the difference between the non-overtime supplemental benefits rate and the overtime supplemental benefits rate for the applicable worker classification. The regular wage rate and regular supplemental benefits rate are both deemed included in the Unit Prices bid by the Contractor.

6.13. Overtime compensation will be calculated as follows: (i) the Unit Price bid multiplied by the quantity of service provided PLUS (ii) the product of: (a) the Labor Rate differential (i.e., the difference between the regular hour wage rate and the overtime wage rate) multiplied by (b) the number of hours of overtime performed, further multiplied by (c) the applicable labor Percentage Mark-Up. DCAS will reimburse the Contractor for overtime in accordance with the applicable Prevailing Wage Schedule, PLA, and applicable Law.

6.14. Overtime Payments for Additional Requirements Work - If the Contractor has obtained DCAS' prior written approval to perform Additional Requirements Work on an overtime basis, the Contractor shall apply the labor Percentage Mark-Up to the overtime wage rate and overtime supplement benefits wage rate (if any) authorized by the applicable worker classification in the applicable prevailing wage schedule. If the applicable worker classification does not have an overtime supplemental benefits wage rate, the labor Percentage Mark-Up shall be applied to regular supplemental benefits wage rate.

6.15. Overtime Payments for Allowance Work - The Contractor is not entitled to payment for overtime for Allowance Work.

6.16. Projects Valued at $100,000.00 or Less- For each Project/Work Order with an initial value of one hundred thousand dollars ($100,000.00) or less, the Contractor may invoice an additional five hundred dollars ($500.00) or five percent (5%) of the initial value, whichever is greater. This additional compensation will be based on the **initial value of the Project/Work Order only**. Should DCAS in its sole discretion subsequently increase the value of a Project/Work Order that was initially valued at or below one hundred thousand dollars ($100,000.00), the Contractor shall not be entitled to any additional compensation.

6.17. Any and all costs or expenses that the Contractor may incur for permits and applications shall be deemed included in the bid price, and the Contractor shall not be entitled to any additional compensation therefor.

6.18. The Contract does not guarantee or obligate DCAS to issue any specific number of Work Orders, as further detailed in Article 9 of these General Specifications.

6.19. The lowest total bid price as indicated on the Bid Sheet shall determine the low bidder. Award of the Contract shall be made to the lowest responsive and responsible bidder.

7 LIQUIDATED DAMAGES:

7.1. In the event the Contractor fails to comply with the deadlines imposed by the work schedule for the Work or a Work Order, DCAS may assess liquidated damages as follows:

7.1.1 For each instance where the Contractor fails to complete the Work by the deadline:

a. Where the square footage of the work area is described in the Work Order, DCAS may assess liquidated damages per day at the rate of $8.27 per square foot of the work area described in the Work Order until the Contractor completes the Work to the satisfaction of DCAS; or

b. Where the Work Order does not describe the square footage of the work area, DCAS may in its sole discretion assess liquidated damages per day at the rate of $3000 per day, or such liquidated damages as may be specified in the Work Order, until the Contractor completes the Work to the satisfaction of DCAS.

8 GUARANTEES:

8.1. The Contractor shall comply with the guarantees set forth in the Contract package and shall forward to DCAS all manufacturers' warranties for Work specified under each Work Order upon completion of the Work.

8.2. The Contractor shall promptly repair, replace, restore, or rebuild, as the Commissioner may determine, in her or his sole discretion, any finished Work in which defects of materials or workmanship may appear, or to which damage may occur because of such defects, during the

one (1) year period after the date of completion of each Work Order, except where other periods of maintenance and guarantee are provided for.

8.2.1 During the guarantee period, DCAS shall notify the Contractor in writing regarding defects in the Work under guarantee, giving the date and Work Order number under which the work was previously performed.

8.2.2 The Contractor shall then complete all required repairs, to DCAS's satisfaction, within a two (2) week period from being notified of defects in materials and or workmanship by DCAS. Should the Contractor require additional time to effectuate repairs, the Contractor shall request an extension of time in writing from DCAS; any extension of time will be granted at DCAS' sole discretion.

8.3. The Contractor shall take all necessary precautions to protect its Work and the work of all other trades and existing construction at the Facility, whether such work requires any Contract Work, against damage that may result from the Contractor's Work. The Contractor shall take all necessary precautions to protect all furnishings, surfaces and materials from damage that may result from paint, plaster, impact, and other contractors' work. The Contractor shall provide, place, or replace, and adequately maintain at or about the work site suitable and sufficient protection including, without limitation, lights, barricades, and enclosures. The Contractor shall bear sole responsibility for all damage resulting from its Work. The Contractor shall remedy all damage caused by any Work, or the work of any subcontractor, by cleaning, repairing, restoring, replacing and repainting the damage at its sole cost and expense, to DCAS's satisfaction. In the event the Contractor fails to repair the damage to the Work DCAS's satisfaction, DCAS reserves the right in its sole discretion to have the repairs made by City employees or a replacement contractor. Any additional costs associated with the unsatisfactory repair shall be the sole responsibility of the Contractor.

9 WORK ORDERS:

9.1. DCAS shall issue to the Contractor written Work Orders under the Contract.

9.1.1 Each Work Order shall include the planned date of commencement, the location where Work is to be performed, description of the Work and date of completion.

9.1.2 Work Orders may be conveyed to the Contractor by email, fax, mail, or telephone. All verbal requests for Work will be confirmed by a written Work Order from DCAS within twenty-four (24) hours of the verbal request.

9.1.3 The scope and magnitude of the Work required in a Work Order shall vary to meet the City's needs, as determined by DCAS, in its sole discretion.

9.2. The Contract does not guarantee or obligate DCAS to issue any specific number of Work Orders. The Contractor shall not be entitled to a claim or be paid any compensation arising out of any decision by DCAS not to order a minimum amount of services during the term of the Contract. The Contractor is cautioned that payment will not be made for any Work that is not authorized by DCAS in the form of a Work Order.

9.2.1 The City reserves the right to perform any of the Work described herein using its own personnel, material, and equipment.

9.3. The Contractor shall provide a sufficient number of competent and skilled workers for each Work Order, and at each Facility, in order to timely perform the Work as specified and directed by DCAS.

10 WORK PROCEDURE:

10.1. 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.

10.2. DCAS may in its sole discretion direct the Contractor to provide concurrent services at a minimum of five (5) Facilities at a given time. This Contract does not guarantee or obligate DCAS to issue any specific number of Work Orders or to issue Work at a specific number of Facilities at a given time.

10.3. The Contractor shall follow all directions provided by DCAS-authorized representatives during performance of the Work on site.

10.3.1 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.

10.4. 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 a 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 always wear her or his ID badge while performing Work at a 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 all costs and expenses necessary to replace it. These costs and expenses shall be deducted from the Contractor's next payment.

10.5. At the start of the Contract and prior to commencement of any Work under the Contract, the Contractor shall provide DCAS with two (2) telephone numbers and an email address at which the Contractor can be contacted on twenty-four (24) hour/ seven (7) days a week basis, for the duration of the Contract.

10.6. DCAS shall direct the Contractor, by telephone or e-mail followed by a Work Order, to report for Work at up to three (3) facilities at any given time. The Contractor shall adequately staff

and provide services forty-eight (48) hours of notice of Work, verbal or written, whichever comes first.

10.7. When a situation warrants immediate attention, as determined by DCAS, in its sole discretion, the Contractor shall respond within three (3) hours of being notified of the emergency condition verbally or in writing by DCAS.

10.8. Where applicable, the Contractor shall comply with the most recently issued version of the Project Labor Agreement in force at the commencement of the Work.

10.9. The Contractor shall attend an individual kick-off meeting for each project assigned under a given Work Order, and Project Meetings for each project, as determined by DCAS in its sole discretion. The cost of these meetings shall be deemed to be included in the bid price.

10.10. Prior to the commencement of Work at each Facility, the Contractor shall submit to the building custodian at each Facility and to DCAS Construction Technical Services all Material Safety Data Sheets ("MSDS") and Safety Data Sheets ("SDS") where and when available, and product information on all Materials to be installed.

10.11. Prior to commencement of any Work under a Work Order, the Contractor shall examine all existing conditions on which the Work may in any way be dependent and shall immediately report to DCAS any condition that may prevent the Contractor from performing the Work in a manner acceptable to DCAS, as further detailed in Article 78 of the Standard DCAS Requirements Contract (January 2018).

10.12. The Contractor shall, upon receipt of a Work Order, provide to DCAS for approval, in its sole discretion, a written scope and time schedule to complete the Work at Facility, to facilitate timely arrangement of all access; the costs associated therewith shall be deemed to be included in the bid price.

10.12.1 The Contractor shall provide to DCAS a written request for access to a specific area at a given Facility and use of any elevators therein, at least two (2) business days prior to commencing any Work under a Work Order.

10.13. The Contractor shall schedule all Work with DCAS in such a way as to maintain the regular operation of all areas within the Facility and continuous services to the occupants of the Facility, except where brief stoppage is warranted, and if necessary to minimize interference with the Work of any other contractors working on-site, as described below:

10.13.1 The Contractor shall perform Work in stages, if necessary to effectuate compliance with the above-mentioned requirement, at no additional cost to DCAS. If Work is to be performed in stages, the Contractor shall coordinate such Work with DCAS's prior approval and shall file all necessary documentation.

10.14. Regular working hours for the Work shall be scheduled in accordance with the PLA, where applicable.

10.14.1 The Commissioner reserves the right, in her or his sole discretion, to order the Contractor to perform Work during hours other than regular work hours, in order

to avoid interference with the operational needs of the building or Facility, or for other reasons as deemed legitimate by the Commissioner. The Contractor shall comply with the requirements set forth in these General Specifications with respect to Work performed during hours other than regular working hours, bids, and compensation therefor.

10.15. Where DCAS determines that any equipment in the Facility is required to remain operational while the Contractor is performing the Work, the Contractor shall coordinate the scheduling of the Work with DCAS prior to commencing any Work.

10.15.1 In the event the Contractor anticipates that performance of Work at a Facility requires shut down of any services, the Contractor shall notify DCAS immediately in writing, but no later than two (2) days prior to the commencement of the Work. The Contractor shall not effectuate shut down of any service including, but not limited to, water, electricity, and steam, but shall notify DCAS of the need for a shutdown. The determination as to the need for a shutdown shall be made by DCAS, in its sole discretion. All shutdowns shall be coordinated and managed by DCAS staff, and in such manner as shall be within DCAS's sole discretion.

10.16. The Contractor shall take all necessary steps to carefully coordinate all Work to avoid any disruptions to, and interference with, the work of all other contractors, trades and DCAS staff, and as otherwise directed by DCAS, in its sole discretion.

10.17. In the event the Commissioner determines, in her or his sole discretion, that some or all of the Work to be performed by the Contractor in a particular area or particular areas should be deferred in order to permit the installation of any item or items by other contractors, trades and/ or DCAS staff, the Contractor shall defer the Work in such area or areas as directed by the Commissioner, provided, however, that the Contractor may be entitled to an extension of time by reason of any delay occasioned thereby.

10.17.1 Upon being notified by the Commissioner of the need to defer construction in a particular area(s) as set forth above, the Contractor shall expeditiously meet with the other contractor or contractors who are to perform the installation(s) and make such arrangements with them as are necessary for them to expeditiously complete the installation(s).

10.18. The Contractor shall bear all responsibility for verification of all field dimensions and conditions necessary for all Work prior to the commencement of any Work, and for the correct fit of all new Work to existing conditions.

10.19. The Contractor shall promptly inform DCAS of all field conditions that conflict with the Work as shown on the plan(s), drawings(s), and/ or specified in the Work Order; all responsibility associated with all delays resulting from the failure of the Contractor to do so including, without limitation, additional costs, shall be borne by the Contractor.

10.20. The Contractor shall coordinate all Materials, and the installation of each item, with all related materials and installation(s), and shall ensure that each item is completely integrated and interface with all related Work.

10.21. 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 on- site; any loss and/ or damage to such equipment shall be borne solely by the Contractor.

10.22. 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.

10.23. The Contractor shall store and handle all materials in accordance with Article 2 of the General Conditions, and is solely responsible for all costs, charges and expenses arising out of the storage and handling of materials. The Contractor shall obtain written approval from DCAS prior to storing any Materials at the Facility, which DCAS may provide at its sole discretion. If the Contractor intends to store any Materials at the Facility, the Contractor shall request written approval from DCAS. DCAS will review the Contractor's request and provide a written response within two (2) business days.

10.24. The Contractor shall ensure that all lumber required under the Contract complies with the requirements for fire retardant lumber set by the NYC DOB, and all federal, State and local Laws, rules and regulations.

10.25. 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.

10.26. The Contractor shall, upon direction by DCAS, prepare and submit a fully developed Work Order based construction schedule in one or more of the following formats on each Work Order and the costs associated therewith shall be deemed to be included in the bid price:

10.26.1 *Gantt-Chart Schedule:* The Contractor shall prepare and submit a fully developed, horizontal bar-chart type Contractor's construction schedule (the "Schedule") when directed by DCAS on a Work Order basis. The Contractor shall submit the Schedule no later than seven (7) days after the beginning date of the time established for the Work Order. The Schedule shall:

1. Provide a separate time bar for each significant construction activity, and continuous vertical line to identify the first working day of each week;
2. Indicate within each time bar the estimated completion percentage in ten percent (10%) increments. As Work progresses, the Contractor shall place a contrasting mark in each bar to indicate completion;
3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire

construction period;

4. Secure time commitments for performing critical elements of the Work from all parties involved, coordinate each element on the schedule with other construction activities, including all minor elements involved in the sequence of the Work. The Schedule shall further show each activity in proper sequence, and indicate graphically the sequences necessary for completion of related portions of the Work; and
5. Allow sufficient time for completion of all of the Architect's and/ or Professional Engineer's certifications and signoffs, in advance of the date of completion established in the Work Order.

10.26.2 *Phasing*: The Contractor shall show on the Schedule how requirements for phased completion to permit Work by separate Contractors and partial occupancy by the site occupant(s) affect the sequence of Work.

10.26.3 *Work Stages*: The Schedule shall indicate important stages of construction for each major portion of the Work including, but not limited to, submittal review, testing and installation.

10.26.4 *Area Separations:* The Schedule shall provide a separate time bar to identify each major construction area for each major portion of the Work and indicate where each element in an area must be sequenced or integrated with other activities.

10.26.5 *Distribution:* Following DCAS's response to the initial submittal and any revisions required by DCAS, the Contractor shall print and distribute copies thereof to DCAS and all other parties required to comply with the scheduled dates including, but not limited to, the sub-contractors, and shall post copies in the temporary field office and/ or work area.

10.26.6 When revisions are made to the above-mentioned documents, the Contractor shall distribute and post these revisions as noted above. The Contractor shall delete parties from the distribution list once they have completed their assigned portion of the Work and are no longer involved in construction activities.

10.26.7 *Schedule Updating:* The Contractor shall revise the schedule after each meeting, event, or activity where revisions have been made, and shall issue the updated schedule concurrently with the report of each meeting, event, or activity.

10.27. The Contractor shall, upon request by DCAS in its sole discretion, provide As-Builts to DCAS both in electronic format (PDF and CAD format via email, FTP download, or on a USB Flash Drive), and at least one (1) full size printed/hard copy set. The costs of As-Builts shall be deemed to be included in the bid price.

10.28. The Contractor shall be responsible for its staff's parking; costs associated therewith shall be deemed to be included in the bid price.

10.29. All excess material resulting from excavation, demolition and/ or removal by the Contractor becomes the Contractor's property and shall be properly disposed of by the Contractor; all

work and transportation associated therewith shall be at the Contractor's sole cost and expense.

10.30. *Clean up procedures:*

10.30.1 The Contractor shall ensure that all debris resulting from its Work, and all food waste, is promptly removed as it accumulates.

10.30.2 The Contractor shall ensure that the floor is swept at the end of each workday.

10.30.3 Upon completion of Work under a Work Order, 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's Work; and
   c) Removal of all accumulated dust on vertical and horizontal surfaces by vacuum cleaning, followed by wet mopping of the floor.

2. If directed by DCAS in its sole discretion, the Contractor shall assist in the removal of rubbish and debris resulting from work performed by other contractors. DCAS will reimburse the Contractor for such Work on a Time and Materials basis.

3. Upon completion of all cleaning operations, the Contractor shall place all equipment including, without limitation, furniture and files, in their original location(s) and position(s), or as otherwise directed by DCAS, in its sole discretion.

10.31. 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.

10.31.1 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 24 hours prior notice, to afford the Contractor an opportunity to comply with the requirements of this Article.

10.32. The Contractor shall remove from the site all surplus materials when there is no further use for the same.

10.33. At the conclusion of the Work, all materials belonging to the Contractor shall be promptly taken away.

10.34. *Utilities:* DCAS will provide utilities required by the Contractor at the Facility.

10.35. *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 building custodian at 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 the building custodian at the Facility. Work hours shall not include travel time to and from the work site. At the conclusion of each Workday, the Contractor shall comply with the following procedures:

10.35.1 Prior to signing out from the Facility, provide the building custodian with a copy of the DCAS Contractor's Time Sheet for each visit; and

10.35.2 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.

10.36. During the term of this Contract, the Contractor shall own or lease a minimum of two (2) commercial vehicles consistent with requirements set forth in Section 4-01(b) of the New York City Traffic Rules. All vehicles must be properly registered, inspected, and insured as may be required to operate in the State of New York. The Contractor is solely responsible for the maintenance and upkeep of its vehicles and all associated costs thereof. If directed by DCAS in writing, the Contractor shall submit copies of all applicable certificates of titles and/ or leases for the Contractor's vehicles within five (5) business days.

10.37. 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 a Facility in connection with a Work Order, the Contractor shall indicate on the DCAS Contractor's Time Sheet time spent at the work site solely in connection with the Work Order.

10.38. No final payment shall be made unless the above requirements have been met to the satisfaction of DCAS, in its sole discretion.

10.39. If DCAS determines, in its sole discretion, that the Contractor's work has failed to conform with these General Specifications, DCAS may direct the Contractor to cease work operations.

10.39.1 The Contractor shall, upon receipt of verbal or written notification from DCAS to cease work operation, immediately comply.

10.39.2 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.

10.40. 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 this regard.

11 WORK BY OTHERS:

11.1. 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.

11.1.1 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 paid for based on the Additional labor/ time Requirements.

11.2. If the Commissioner reasonably determines, in writing, in her or his sole discretion, that the Contractor lacks the capacity or capability to perform additional Work Orders in a timely fashion, and if a similar contract for such trade(s) has been awarded to another contractor, the Commissioner reserves the right to assign such Work Order(s) within the primary area to such other Contractor; or to have the Work performed by City employees as provided herein.

11.3. Alternatively, if a Contractor in the primary area does not have the capacity or capability to perform additional Work Orders in a timely fashion, the Contractor may request, in writing, to be relieved of performance of such additional Work Order(s) and the Commissioner may grant or deny such request is in her or his sole discretion.

12 PAYMENTS/ BILLING:

12.1. The Contractor shall submit payment requisitions (invoices) for all completed Work to DCAS monthly. The payment requisitions shall be submitted in PASSPort and as directed by DCAS, for review and acceptance.

12.2. The Contractor shall submit all payment requisitions within sixty (60) days of completing the Work Order; 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 New York City Department of Buildings, and As-Builts, if required.

12.3. The Contractor's workers shall be paid no less than the rate stated for each trade in the Prevailing Wage Schedule attached to the Contract, and any subsequent modifications thereto made by the Comptroller of the City of New York.

12.4. All Work billed shall reflect the units and prices on the Bid Sheet.

12.5. 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 been performed, and such documentation is determined to be adequate by DCAS within its sole discretion. Payment requisitions shall include, but not be limited to:

12.5.1 The DCAS Work Order;

12.5.2 Requisition coversheet stating the Company's Name, Contract Number, Work Order Number, Payment Number, Location, Scope of Work and the Dollar Amount Being Billed in relation to the Bid Sheet;

12.5.3 Invoice(s), as required by these Specifications;

12.5.4 Photographs (of a given area prior to commencement of Work and after completion of Work, where required by DCAS);

12.5.5 Company licenses (if applicable);

12.5.6 Proof of insurance for the duration of the Contract, including extensions;

12.5.7 Certificate of Contractor to the Comptroller (form will be provided to the Contractor by DCAS);

12.5.8 Certificate of Compliance with Non-Discrimination provisions of the Contract (form will be provided to the Contractor by DCAS);

12.5.9 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;

12.5.10 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;

12.5.11 All written schedules of Work; and

12.5.12 DCAS payment sheets Part A & B forms (the Contractor shall submit both forms with each payment requisition).

12.6. 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.

12.7. 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.

13 RECORDS – AUDITS, REPORTS, AND INVESTIGATIONS:

13.1. *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 13 of these General Specifications or any other provision of this Contract as defined in Article 1 of the Standard DCAS Requirements Contract (collectively, the "Documents" as used in this Article 13), 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.

13.2. *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).

13.3. *Inspection*

13.3.1 At any time during the Contract or during the record retention period set forth in Article 13.2 of these General Specifications, the City, including 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 of these General Specifications and the Standard DCAS Requirements 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.

13.3.2 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 a particular service 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.

13.3.3 The Contractor shall not be entitled to final payment if the Contractor has refused to comply with any demand made under this Article 13.

13.4. *Audit*

13.4.1 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,

accounts, and all other 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.

13.4.2 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.

13.4.3 The Contractor shall submit 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.

13.4.4 The Contractor shall not be entitled to final payment until the Contractor has complied with the requirements of this Article.

13.5. *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.

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

13.7. *Confidentiality*

13.7.1 The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all 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 13.9 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.

13.7.2 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.

13.7.3 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 13.9.

13.7.4 At the request of the Department, the Contractor shall return to the Department 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 Article 13.2 of these General Specifications.

13.7.5 A breach of this Article shall constitute a material breach of this Contract for which the Department may terminate this Contract pursuant to Chapter X. The Department reserves all other rights and remedies in the event of unauthorized disclosure.

13.8. *Investigations Clause*

13.8.1 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.

13.8.2 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;

13.8.3 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;

13.8.4 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.

13.8.5 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 13.8.7 below without the City incurring any penalty or damages for delay or otherwise.

13.8.6 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 Agreement, 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.

13.8.7 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 (a) and (b) below. He or she may also consider, if relevant and appropriate, the criteria established in Paragraphs (c) and (d) 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 Paragraph D above, 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 in Paragraph (C)(1) 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.

13.8.8 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.

13.9. In addition to and notwithstanding any other provision of this Agreement, the Commissioner or Agency Head may in his or her sole discretion terminate this Agreement 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 Agreement by the Contractor, or affecting the performance of this Agreement.

14 FACILITY LOCATIONS:

BOROUGH OF MANHATTAN		
	BUILDING NAME	BUILDING ADDRESS
1	MANHATTAN APPELLATE COURTHOUSE	27 MADISON AVENUE, NEW YORK, NY
2	CRIMINAL COURTHOUSE	100 CENTRE STREET, NEW YORK, NY
3	CIVIL COURTHOUSE	111 CENTRE STREET, NEW YORK, NY
4	FAMILY COURTHOUSE	60 LAFAYETTE STREET, NEW YORK, NY
5	HARLEM COURTHOUSE	170 EAST 121ST STREET, NEW YORK, NY
6	MIDTOWN COMMUNITY CENTER	314 WEST 54TH STREET, NEW YORK, NY
7	SUPREME COURTHOUSE	60 CENTRE STREET, NEW YORK, NY
8	SURROGATE'S COURTHOUSE	31 CHAMBERS STREET, NEW YORK, NY
9	100 GOLD ST	100 GOLD STREET, NEW YORK, NY
10	CITY HALL	CITY HALL PARK, NEW YORK, NY
11	CITY PLANNING BUILDING	22 READE STREET, NEW YORK, NY
12	COURT SQUARE BUILDING	2 LAFAYETTE STREET, NEW YORK, NY
13	EXCELSIOR BUILDING	137 CENTRE STREET, NEW YORK, NY
14	HEALTH BUILDING	125 WORTH STREET, NEW YORK, NY
15	HOME LIFE BUILDING	253 BROADWAY, NEW YORK, NY
16	DAVID DINKINS MUNI BUILDING	1 CENTRE STREET, NEW YORK, NY
17	SUN BUILDING	280 BROADWAY, NEW YORK, NY
18	TWEED COURTHOUSE	52 CHAMBERS STREET, NEW YORK, NY
19	LOUIS LEFKOWITZ BUILDING	80 CENTRE STREET, NEW YORK, NY
20	115 CHRYSTIE STREET	115 CHRYSTIE STREET, NEW YORK, NY
21	70 MULBERRY STREET	70 MULBERRY STREET, NEW YORK, NY
22	HECKSHER BUILDING	1230 5th AVENUE, NEW YORK, NY

BOROUGH OF THE BRONX		
	BUILDING NAME	BUILDING ADDRESS
1	FAMILY/ CRIMINAL COURTHOUSE	215 EAST 161ST STREET, BRONX, NY
2	HOUSING COURTHOUSE	1118 GRAND CONCOURSE, BRONX, NY
3	MARIO MEROLA BUILDING/ COUNTY COURTHOUSE	851 GRAND CONCOURSE, BRONX, NY
4	BERGEN BUILDING	1932 ARTHUR AVENUE, BRONX, NY
5	CONCOURSE PLAZA	198 EAST 161ST STREET, BRONX, NY
6	NEIGHBORHOOD GOVT BUILDING	4101 WHITE PLAINS ROAD, BRONX, NY
7	BRONX HALL OF JUSTICE	265 EAST 161ST STREET, BRONX, NY
8	PSAC II	350 MARCONI STREET, BRONX, NY
9	BAINBRIDGE FACILITY	2556 BAINBRIDGE AVE, BRONX, NY

END OF SECTION 010010