

Chapter 9 – Design Guides

9.2 GENERAL CONDITIONS – DOCUMENT 007213

The [General Conditions Document 007213](#) is part of every Project Manual and contains information that affects the preparation and coordination of documents for OGS. Every Designer should review and be familiar with this document, especially Article 2 Definitions and Article 3 Interpretation of Contract Documents. The Table of Contents is included below:

1. The Contract Documents
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Excerpt from the General Conditions:

23.4 DOMESTIC STEEL: *The Contractor agrees, that if the value of this contract exceeds \$100,000 all structural steel, reinforcing steel and other major steel items to be incorporated in the Work of this Contract shall be produced and made in whole or substantial part in the United States, its territories or possessions.*

New York State public works projects are required by statute to utilize domestic steel for certain items. The relevant statute is copied below, as well as the corresponding general conditions language that forms a part of all construction contracts:

§ 146. *Certain construction contracts involving steel.*

Notwithstanding any other provisions of law, all contracts over one hundred thousand dollars in

value made and awarded by any department or agency of the state for the construction, reconstruction, alteration, repair, maintenance or improvement of any public works shall require that structural steel, reinforcing steel and/or other major steel items to be incorporated in the work of the contract shall be produced or made in whole or substantial part in the United States, its territories or possessions. The provisions of this section shall not apply if the head of the department or agency constructing the public works, in his sole discretion, determines that such provisions would not be in the public interest, would result in unreasonable costs or that such steel cannot be produced or made in the United States in sufficient and reasonably available quantities and of satisfactory quality.

It is the policy of the Design and Construction group to comply with these Domestic Steel provisions on all contracts which meet the \$100,000 threshold. This includes emergency projects, job order contracting work orders, and unit price projects in addition to conventional lump sum bid projects.

To ensure compliance it is the responsibility of the project manager, designers, and construction staff to verify that only domestic steel is used for those specific products to which the Domestic Steel provision applies. Verification must be initiated when submittals or shop drawings are reviewed; pursued during inspections at fabrication facilities; and finalized when steel items are delivered to the job site.

Clearly the domestic steel provisions apply to structural steel and reinforcing steel. Enforcement of the Domestic Steel provisions shall be pursued for these specific items on all projects. In the best interest of the project and therefore the public, minor amounts of Non-Domestic structural and reinforcing steel can be accepted provided the material is not reasonably available. It is the interpretation of the Design and Construction group that the definition of 'minor amounts' is the amount not to exceed 5% (by weight) of the steel on the project or the amount not to exceed \$5,000 in fabricated material cost. The definition of 'structural steel' does not include miscellaneous steel such as loose lintels, equipment dunnage, and support steel which forms an integral part of packaged equipment, etc..

The intent of the phrase "other major steel items" in the Domestic Steel statute is subject to wide interpretation. It is the opinion of the Design and Construction group that the Domestic Steel provision rarely applies to other items of work on typical projects. Therefore the Director of Design and/or the Director of Construction shall be responsible for determining whether or not the Domestic Steel provision applies to any item that does not clearly fall under the classification "structural steel" or "reinforcing steel". Procedurally whenever a question is raised regarding the applicability of the "other major steel items" clause, the question must be raised through the chain-of-command and ultimately decided at the Director level. Only when written direction is provided by the Director shall the Domestic Steel provisions be applied to items that are not clearly structural steel or reinforcing steel. Written direction is not transferable and an independent written determination must be made for each project.

24. Statutory Requirements