Project Manual

For construction contracts greater than $20,000

Fire Sprinkler Risers & Water Main Connection,

RE-BID

SU-061119

July 16, 2019

Re-Bid Due Date
Thursday, September 19th, 2019

State University of New York Purchase College
735 Anderson Hill Road
Purchase, New York 10577-1402
Eugene Harris, Economic Project Solutions, Inc.

Project Number: SU-061119 Date: July 16, 2019
Project Name: Fire Sprinkler Risers & Water Main Connection
Agency/Div Code: SUNY Purchase College/28260 Contract No.: T061119

Bidding Documents

List of Drawings

GENERAL

G000	Title Sheet
G001	General Notes
G002	General Notes
G003	ADA, Symbols, & Abbreviations
G004	Code Data
G100	Code Plan & Analysis Basement
G101	Code Plan & Analysis First Floor
G102	Code Plan & Analysis Second and Third Floor

CIVIL

C-1	Cover Sheet
C-2	Legend & General Notes
C-3	Site Utilities Plan
C-4	Site Details
TS105	Topographic Survey

ARCHITECTURAL

A101	Basement and First Floor Construction Plan (FOR REFERENCE ONLY)

FIRE PROTECTION

FP100	Basement Fire Protection Plan
FP101	First Floor Fire Protection Plan
FP200	Fire Protection Details
FP201	Fire Protection Notes, Legends, & Schedules

State University of New York Construction Agreement

Summary

Attachments – Terms, Conditions

1. Exhibit A
2. Exhibit A-1

Attachments –Contractor Documentation

3. Form 7554-07 – Contractor Proposal
4. Form 7554-10 - Bid Bond and Acknowledgement *(required with bid)*
5. Affirmative Action and Minority & Women Owned Business Enterprises *from SUNY Procedure Item #7557 "Participation by Minority Group Members and Women (MWBEs) with Respect to State University of New York Contract" (applies >$100,000)*
   a. Form 7557-121b – MWBE Prospective Bidders Notice
   b. Form 7557-107 - M/WBE Utilization Plan *(required within seven days of the bid)*

c. The Contractor's EEO Policy Statement or Form 7557-104 *(required within seven days of the bid)*
d. Form 7557-108 - M/WBE-EEO Work Plan *(required within seven days of the bid)*

Note: In accordance Procedure Item #7557 MWBE Utilization Plans, EEO policy statements and EEO Work Plans are due within seven days of submittal of the bid.

6. Service Disabled Owned Business Enterprise *from SUNY Procedure Item #7564 "Participation by Service-Disabled Veteran-Owned Business (SDVOBs) with Respect to State University of New York Contracts" (applies >$100,000)*
   a. Form 7564-121b – SDVOB Prospective Bidders Notice
   b. Form 7564-107 - SDVOB Utilization Plan *(required with the bid)*

Attachments –Additional Contractor Documentation (required after bid opening from the low bidder)

7. State Finance Law §§139-j and 139-k *from SUNY Procedure Item #7552 "Procurement Lobbying Procedure for State University of New York" (applies >$15,000)*
   a. Form A - Summary: Policy and Procedure of the State University of New York Relating to State Finance Law §§139-j and 139-k
   b. Form B - Affirmation with respect to State Finance Law §§139-j and 139-k
   c. Form C - Disclosure and Certification with respect to State Finance Law §§139-j and 139-k

8. Procurement Forms *from SUNY Procedure Item #7553 "Purchasing and Contracting (Procurement)*
   - Form I Omnibus Procurement Act of 1992 *(applies >$1,000,000)*
   - Form II Omnibus Procurement Act of 1992, Out of state firms *(applies >$1,000,000)*
   - Form XIII Public Officers Law Compliance

9. Bonds and Certificate of Insurance *from SUNY Procedure Item #7554 "Construction Contracting Procedures*
   a. Form 7554-11 Labor & Materials and Performance Bonds *(applies >$50,000)*
   b. Form 7554-12 Certificate of Insurance *(applies to all contracts)*
   c. NYS Workers Compensation and Disability Insurance *(applies all contracts)*

10. Vendor Responsibility
    a. OSC's Vendrep - Online System or Link to paper forms *(form applies ≥ $100,000)*

11. NYS Labor Law, Section 220-a
    a. Form 7554-13
       i. Form AC 2947, Prime Contractor's Certification
       ii. Form AC 2948, Subcontractor's Certification
       iii. Form AC 2958, Sub-subcontractor's Certification

Notice to Bidders

The State University of New York at Purchase College will receive sealed bids clearly labeled on the exterior for project number ***SU-061119*** titled ***Fire Sprinkler Risers & Water Main Connection RE-BID*** until **1:00p.m.** local time on **, *September 19th, 2019*** at Purchasing and Accounts Payable Office, Administration Building, Purchase College, 735 Anderson Hill Road, Purchase New York 10577-1402, where such proposals will be publicly opened and read aloud. Proposals may be hand delivered or mailed to the above location. Bidders mailing their proposals must allow sufficient time to ensure receipt by the due date and time.

All work shall commence **immediately** upon award of contract, and completed within (90) calendar days.

A Pre-Bid Conference and site walk thru can be arranged if an **RSVP is received** before close of business **Wednesday, September 4th**. Please RSVP directly to:

Eugene Harris
Senior Project Manager
Economic Project Solutions, Inc.
2 King Arthur Court, Ste E
North Brunswick, NJ 08902
Tel: (866) 246-1110 ext. 116
Cell: (732) 258-3755
Fax: (866) 714-1279
Email: eharris@economicsprojects.com

For directions to Purchase College, see
https://www.purchase.edu/admissions/travel-and-transportation/#Directions

For a campus map, see
https://www.purchase.edu/live/files/220-campus-map

Purchase College is dedicated to environmentally sustainable practices and development. In an effort to conserve resources and reduce waste, the Bidding and Contract Documents will only be available electronically in PDF format for viewing and downloading at the following website:
https://www.purchase.edu/PurchaseMeansBusiness

There will be a Question Period from **Tuesday, September 3rd, 2019 until 3 pm Tuesday, September 10th 2019**. During this time any questions must be submitted in writing (no telephone calls) to the following email address eharris@economicprojects.com . The email should reference the project in the subject line and include prospective bidder contact information and email address. A response to all questions submitted within the Question Period will be posted no later than the close of business on **Monday, September 16th, 2019**.

Bids must be submitted in duplicate in accordance with the instructions contained in the Information for Bidders. Security will be required for each bid in an amount no less than five (5) percent of Total Bid.

It is the policy of the State of New York and the State University of New York to encourage minority business enterprise participation in this project by contractors, subcontractors and suppliers, and all bidders are expected to cooperate in implementing this policy. The minority (MBE) and women (WBE) owned business contract/subcontractor participation goals for this construction procurement are set at 23.78% for MBEs and 6.80% for WBEs.

The service disabled veteran owned business (SDVOB) subcontractor participation goal is 6%.

The rates of wages and supplements determined by the Industrial Commissioner of the State of New York as prevailing in the locality of the site at which the work will be performed can be found at:

https://applications.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1476184

The Prevailing Rate Case (PRC) Number assigned to this project is 2019003807.

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between Purchase College and an Offeror/Bidder during the procurement process. An Offeror/Bidder is restricted from making contacts from the earliest notice of intent to solicit proposals through final award and approval of the Procurement Contract by Purchase College/State University of New York and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Pursuant to the statute, Purchase College employees are also required to obtain certain information when contacted during the restricted period and maintain a record of the communication, and make a determination of a knowing and willful contact. Contact made to other than designated staff regarding this procurement may disqualify the vendor from the current award and affect future procurements with government entities in the State of New York.

Designated Contacts:

Eugene Harris
Senior Project Manager
Economic Project Solutions, Inc.
2 King Arthur Court, Ste E
North Brunswick, NJ 08902
Tel: (866) 246-1110 ext. 116
Fax: (866) 714-1279
Email: eharris@economicsprojects.com

Elizabeth Pleva
Associate Director of Contracts and Procurement Services
Purchase College
State University of New York
Campus Center South 3rd Floor
735 Anderson Hill Road
Purchase, NY 10577-1402
Tel: (914) 251-6089
Fax: (914) 251-6075
Email: Elizabeth.Pleva@purchase.edu

Lula Curanovic
MWBE Coordinator
Purchase College
State University of New York
Campus Center South 3rd Floor
735 Anderson Hill Road
Purchase, NY 10577-1402
Tel: (914) 251-6088
Fax: (914) 251-6075
Email: Lula.Curanovic@purchase.edu

The State University of New York reserves the right to reject any or all bids.

INFORMATION FOR BIDDERS

Section 1 Definitions

All definitions set forth in the Agreement are applicable to the Notice to Bidders, Information for Bidders and the Proposal, all of which documents are hereinafter referred to as the Bidding Documents.

Section 2 Issuance of Bidding and Contract Documents

(1) Purchase College is dedicated to environmentally sustainable development. In an effort to conserve resources and reduce waste, the Bidding and Contract Documents will only be available electronically in PDF format for viewing and downloading at the following website: https://www.purchase.edu/purchasemeansbusiness

Section 3 Proposals

(1) Proposals must be submitted in duplicate on the forms provided by the University. They shall be addressed to the University in a sealed envelope, marked with the name and address of the bidder, the title of the Project and the Project number. The University accepts no responsibility for Proposals that may be delivered by any courier or other messenger service that does not contain all of the above-noted information on the outside of a sealed envelope. Facsimile or email copies of the Proposal will not be accepted.

Sealed Proposals are to be delivered to:

Elizabeth Pleva
Associate Director, Contract and Procurement Services
Purchase College – 3rd Floor Campus Center South
State University of New York
735 Anderson Hill Road
Purchase, NY 10577-1402

Proposals must be received in the Purchasing & Accounts Payable Office by the due date and time. Bidders mailing their Proposals must allow sufficient time to ensure receipt of their Proposals by the date and time specified. Bidders are cautioned that, although using a trackable mailing/courier/messenger service, bids must be received in the Purchasing & Accounts Payable Office by the due date and time. Although bids may be signed for by Purchase College Mail Operations personnel prior to bid opening time on the day of the bid, this does not guarantee that the Purchasing & Accounts Payable Office will receive the bid by bid opening time. No bid will be considered that is not physically received in the Purchase College Purchasing & Accounts Payable Office by the bid opening time.

(2) All blank spaces in the Proposal must be filled in and, except as otherwise expressly provided in the Bidding Documents; no change is to be made in the phraseology of the Proposal or in the items mentioned therein.

(3) Proposals that are illegible or that contains omissions, alterations, additions or items not called for in the Bidding Documents may be rejected as informal. In the event any bidder modifies, limits or restricts all or any part of its Proposal in a manner other than that expressly provided for in the Bidding Documents, its Proposal may be rejected as informal.

(4) Any Proposal may be considered informal which does not contain prices in words and figures in all of the spaces provided or which is not accompanied by a bid security in proper form. In case any price shown in words and its equivalent shown in figures do not agree, the written words shall be binding upon the bidder. In case of a discrepancy in the prices contained in the Proposal forms submitted in duplicate by the bidder, the Proposal form which contains the lower bid shall be deemed the bid of the bidder; provided, however, the University at its election may consider the Proposal of such bidder informal.

(5) If the Proposal is made by a corporation, the names and places of residence of the president, secretary and treasurer shall be given. If by a partnership, the names and places of residence of the partners shall be given. If by a joint venture, the names and addresses of the members of the joint venture shall be given. If by an individual, the name and place of residence shall be given.

(6) No Proposal will be considered which has not been deposited with the University at the location designated in and prior to the time of opening of bids designated in the Bidding and Contract Documents or prior to the time of opening as extended by Addendum.

(7) Bids may be modified, withdrawn or canceled only in writing or by email notice received by the University prior to the time of opening of bids designated in the Bidding and Contract Documents. A written or email notice of modification, withdrawal or cancellation shall be marked by the bidder with the name and address of the bidder, the title of the Project and the Project number. Upon receipt by the University a duly authorized employee of the University, who shall note thereon the date and time of receipt and shall thereupon attach said written or email notice of modification, withdrawal or cancellation to the envelope submitted by the bidder pursuant to subdivision (1) of this

(8) Permission will not be given to modify, explain, withdraw or cancel any Proposal or part thereof after the time designated in the Bidding and Contract Documents for the opening of bids, unless such modification, explanation, withdrawal or cancellation is permitted by law and the University is of the opinion that it is in the public interest to permit the same.

Section 4 Examination of Bidding and Contract Documents

(1) Prospective bidders shall examine the Bidding and Contract Documents carefully and, before bidding, shall make written request to the Consultant (with a copy thereof to the University) for an interpretation or correction of any ambiguity, inconsistency or error therein which should be discovered by a reasonably prudent bidder. Such interpretation or correction as well as any additional Contract provision the University shall decide to include will be issued in writing by the Consultant as an Addendum, which will be sent to each person recorded as having received a copy of the Bidding and Contract Documents from the Consultant, and which also will be available at the places where the Bidding and Contract Documents are available for inspection by prospective bidders. Upon such emailing or delivery and making available for inspection, such Addendum will become a part of the Bidding and Contract Documents and will be binding on all bidders whether or not the bidder receives or acknowledges the actual notice of it. Prospective bidders are responsible for ensuring that all addenda have been incorporated into the bid. The requirements contained in all Bidding and Contract Documents shall apply to all Addenda.

(2) Only the written interpretation or correction so given by Addendum shall be binding. Prospective bidders are warned that no trustee, officer, agent or employee of the University or the Consultant

is authorized to explain or interpret the Bidding and Contract Documents by any other method, and any such explanation or interpretation, if given, must not be relied upon.

Section 5 Computation of Bid

(1) In computing their bids, bidders are not to include the sales and compensating use taxes of the State of New York or of any city and county in the State of New York for any supplies or materials which are incorporated into the completed Project as the University is exempt from such taxes.

(2) Unit prices may be inserted in the Proposal by the University or the bidder at the discretion of the University. Any unit prices listed in the Proposal by the University are based upon the Consultant's appraisal of a fair cost for the work involved. Such listed prices will be binding upon both the bidder and the University unless the bidder wishes to change any of such unit prices by crossing out the listed unit price and inserting a revised unit price. Such revised unit price shall not be binding upon the University unless it accepts the same, in writing, before it issues a Notice of Award. In the event the Proposal contains blank spaces for unit prices or the bidder revises any stated unit price, the amount of such unit prices for additions shall not vary by more than 15 percent from the prices inserted by the bidder for deductions, and, if the variance of such prices exceeds 15 percent, the University may adjust the deduction price inserted by the bidder so that it is only 15 percent lower than the addition price inserted by the bidder. In addition, the University may adjust any unit price filled in by a bidder to an amount agreeable to both the bidder and the University or it may reject any unit prices.

(3) Alternates, if any, listed in the Proposal shall be accepted in the order indicated and will be used in combination with the Base Bid to determine the low bidder. Unit prices will not be used to determine the low bidder.

(4) If a tie bid should occur the University reserves the right to use one of the following methods to determine the successful bidder. For tie bids between two contractors the University representative shall flip a coin, both affected contractors must be present for the coin toss. For tie bids between three or more contractors the University representative shall pull names from a bowl, hat or other container. The affected contractors must be present for the drawing.

Section 6 Payment of Bid Security

(1) Each Proposal must be accompanied by the required amount of the bid security, which is 5% or the full and just sum of the difference between the Principal and the Total Bid of the bidders submitting the next lowest bid, whichever sum is higher, in the form of a bank draft or certified check, payable at sight to the University and drawn on a bank authorized to do business in the United States, or by a Bid Bond, on a form approved by the University, duly executed by the bidder as principal and having as surety thereon a surety company or companies, approved by the University, authorized to do business in the State of New York as a surety. Attorneys-in-fact who execute a Bid Bond on behalf of a surety must affix thereto a certified and effectively dated copy of their power of attorney.

(2) The University will return, without interest, bid securities in accordance with the following procedure:

a. To all bidders except the apparent three (3) lowest bidders within two (2) working days after the opening of bids.

b. To any bidder submitting a Bid Bond as a replacement for a previously provided bank draft

or certified check, within two (2) working days after the University's approval of such Bid Bond.

c. To the apparent three (3) lowest bidders, unless their bid security was previously returned, within two (2) working days after delivery to the University by the successful bidder of the executed Agreement and required Bonds, or within two (2) working days of the University's rejection of all bids or within two (2) working days after the expiration of forty-five (45) calendar days after the bid opening, whichever event shall occur first.

d. Bid Bonds, due to their nature, will not be returned.

(3) The University reserves the right to deposit bid security drafts or checks pending final disposal of them.

Section 7 Qualifications of Bidders

(1) A bidder must demonstrate, to the satisfaction of the University, that it has successfully completed three (3) contracts similar in size, scope and complexity to this contract within the last five (5) years.

a. For scope and complexity, similar work is defined as **Fire sprinklers, site utilities, and plumbing**, of as further described in the General Requirements, Description of Work.

b. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the University.

c. The above three projects shall be submitted on Attachment A of the Proposal (Form 7554-07), “List of Completed Similar Construction Projects” (the List). If the List is not provided or is missing information, and/or is found to have erroneous information or information that is no longer current, a Proposal may be rejected as not responsive. If requested by the University, the bidder may be permitted to add missing information, modify and/or explain erroneous information or information that is no longer current on the List. Modifications and/or explanations of the List must be received within 48 hours of receipt of the University’s request.

(2) All prospective bidders must demonstrate to the satisfaction of the University that they have the skill and experience, as well as the necessary facilities, ample financial resources, ability to manage staff and subcontractors effectively, ability to anticipate and plan construction work for optimal progress, ability to create, strive for and maintain working environments and relationships that are constructive, communicative and cooperative, organization and general reliability to do the work to be performed under the provisions of the Contract in a satisfactory manner and within the time specified.

(3) Each bidder must demonstrate to the satisfaction of the University that it has working capital available for the Project upon which it is bidding in an amount equal to 15 percent of the first $100,000 of the amount of its Base Bid plus 10 percent of the next $900,000 plus 5 percent of the remainder of its Base Bid. Working capital is defined as the excess of current assets over current liabilities. The University defines current assets as assets which can be reasonably expected to be converted into cash within a year, and current liabilities as debts which will have to be paid within a year.

(4). The University may make such investigation as the University deems necessary to determine the ability of any bidder to perform the Work. Bidders shall furnish to the University all information and data required by the University, including complete financial data, within the time and in the form and manner required by the University. The University reserves the right to reject any bid if the evidence submitted by or an investigation of such bidder fails to satisfy the University that such bidder is properly qualified to carry out its obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

(5) At the time of the bid opening, all bidders and subcontractors, domestic and foreign, must be in compliance with New York State business registration requirements. Contact the NYS Department of State regarding compliance.

Section 8 Submission of Post-Bid Information

(1) Within forty-eight (48) hours after the opening of bids, each of the apparent three lowest bidders, unless otherwise directed by the University or otherwise provided in the Bidding and Contract Documents, shall submit to both the University and the Consultant:

a. Evidence of a completed New York State Uniform Contracting Questionnaire (Vendor Responsibility Questionnaire For-Profit Construction (CCA-2)). Either email confirmation that the bidder's CCA-2 is current and certified in the New York State VendRep System (VendRep) within the last six months from the bid date, or deliver a certified paper format CCA-2, including all attachments, to the University.

The University recommends that vendors file the required CCA-2 online via the VendRep. To enroll in and use the VendRep, see the VendRep Instructions at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep online at https://portal.osc.state.ny.us. To request assistance, contact the Office of the State Comptroller's ("OSC") Help Desk at 866-370-4672 or 518- 408-4672 or by email at ciohelpdesk@osc.state.ny.us.

The paper format CCA-2 and accompanying definitions are available on the OSC website at the following location:

http://www.osc.state.ny.us/vendrep/forms_vendor.htm

b. A working plan and schedule showing clearly, in sequence and time-scale, all significant activities of the work. The working plan and schedule shall be in the form of suitable charts, diagrams or bar graphs and shall be based on the Contractor's logic and time estimates for the anticipated time of commencement and completion of the work and its significant phases and activities and the interrelationship between such significant activities and other items pertinent to the work. This requirement is in addition to and not a substitute for the schedule requirements of section 3.02 (Time Progress Schedule) of the Agreement. Although the working plan and schedule submitted shall not be used in determining the lowest responsible bidder, failure to submit the working plan and schedule may result in the rejection of the Proposal as not responsive.

c. The names and addresses of the bidder's proposed subcontractor for the Asbestos Abatement work of any value, and proposed subcontractors for Electrical Work, the Heating, Ventilating and Air-Conditioning Work and the Plumbing Work for each of said work categories valued at $100,000 or more.

i. For each proposed subcontractor named, provide a completed "List of Completed Similar Construction Projects (the List)." If the List is not provided or is missing information, and/or is found to have erroneous information or information that is no longer current, a proposed subcontractor may be rejected. If requested by the University, the bidder may be permitted to add missing information, modify and/or explain erroneous information or information that is no longer current on the List; modifications and/or explanations of the List must be received promptly after receipt of the University's request.

ii. Only one proposed subcontractor should be named for each of such trades. Proposed subcontractors of the bidder may not be changed except with the specific written approval of the University**.**

iii. The naming of the bidder itself for any of such work is not acceptable and may result in rejection of the bidder unless the bidder can demonstrate to the University that it has successfully completed or substantially completed three (3) contracts similar in size, scope and complexity for the designated work within the last five (5) years. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the University.

iv. The bidder will be required to establish, to the satisfaction of the Consultant and the University, the reliability and responsibility of each of their said proposed subcontractors to furnish and perform the work described in the sections of the Specifications pertaining to each of such proposed subcontractors' respective trades. By submission of the "List of Completed Similar Construction Projects," a proposed subcontractor must be able to demonstrate that they have successfully completed or substantially completed three (3) contracts similar in size, scope and complexity for the designated work within the last five (5) years. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the University.

v. For each of the proposed subcontractors, the bidders must submit to the University, within seven (7) calendar days after the bid opening, evidence of a completed New York State Uniform Contracting Questionnaire (Vendor Responsibility Questionnaire For-Profit Construction (CCA-2)). Either email confirmation that the subcontractor's CCA-2 is current and certified in the New York State VendRep System (VendRep) within the last six months from the bid date, or deliver a certified paper format CCA-2, including all attachments, to the University.

vi. In the event that the University and the Consultant reject any of said proposed subcontractors, the bidder, within two (2) working days after receipt of notification of such rejection, shall again submit to the University and the Consultant the name of another proposed subcontractor in place of the one rejected and it will be required to establish to the satisfaction of the University and the Consultant the reliability and responsibility of said proposed subcontractor; When naming another proposed subcontractor, the bidder must promptly submit the proposed subcontractor's completed "List of Completed Similar Construction Projects" and their completed CCA-2.

vii. The bidder will not be permitted to submit another proposed subcontractor if it

designated itself for any of the aforesaid categories of work.

viii. Proposed subcontractors of the bidder, approved by the University and the Consultant, must be used on the work for which they were proposed and approved and they may not be changed except with the specific written approval of the University.

d. A breakdown of the amount of the bidder's Proposal. Such breakdown shall be prepared in accordance with industry standards. No bidder shall be barred from revising, in the Contract breakdown required under the provisions of Section 4.08 of the Agreement, the various amounts listed in the bid breakdown required under the provisions of this Section. The amount set forth in said bid breakdown will not be considered as fixing the basis for additions to or deductions from the Contract consideration.

(2) Except for Contracts of $100,000 or less, within seven (7) calendar days after the opening of bids, unless otherwise directed by the University, the three low bidders shall submit to the University for its approval, a Minority and Women-owned Business Enterprise Utilization Plan (Form 7557-107).

(3) Except for contracts of $100,000 or less, within seven (7) calendar days after the opening of bids, the three low bidders shall submit to the University for its approval, an Equal Employment Opportunity Statement and EEO Plan (Form 7557-105) to ensure equal employment opportunities without discrimination because of race, creed, color, sex or national origin. Such Statement and plan should demonstrate the bidder's intent to comply with the provisions of Article VI of the Agreement. The EEO plan should include the methods that the bidder will use to address nondiscrimination and affirmative action so that minorities and women will be included in the work force. The Equal Employment Opportunity ("EEO") Policy Statement that shall contain, but not necessarily be limited to, a provision that the bidder, as a precondition to entering into a valid and binding Contract with the University, shall during the performance of the Contract, agree to the following:

a. It will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group membership and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on the Contract.

b. It shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

c. At the request of the University, it shall request each employment agency, labor union or authorized representative of workers, with which it has collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the bidder's obligations herein.

d. After the award of the contract, it shall submit to the University a work force utilization report, in a form and manner required by the University, of the work force actually utilized on the Contract, broken down by specified ethnic background, gender and Federal

occupational categories or other appropriate categories specified by the University.

(4) The above information and such other information as the University or the Consultant may request or obtain will be used by the University in determining the reliability and responsibility of the bidder and any proposed subcontractors. Each bidder must comply promptly with all requests by the University and the Consultant for information and must actively cooperate with the University and the Consultant in their efforts to determine the qualifications of the bidder and any proposed subcontractors. Failure to comply with the latter may result in the rejection of the Proposal as not responsive. All information required to be furnished to the University under this Section shall be sent to the State University at {insert address or email address}.

Section 9 Award of Contract

(1) The award of the Contract shall be made to the bidder submitting the lowest bid that is responsive to the solicitation and who, in the sole opinion of the University, is qualified to perform the work. The University shall determine the lowest bid by adding to or deducting from the Base Bid of the bidders the additive or deductive alternates, if any, the University elects to accept after the opening of the Proposals. Alternates will be accepted in the order they are set forth in the Proposal. The unit prices set forth in the Proposal for additions to or deductions from the work shall not be considered in determining the lowest bid.

The lowest base bid shall not exceed the amount of funds then estimated by the University as available to finance the contract. If the lowest bidder exceeds such amount, the University may reject all bids, or may award the contract on the base bid combined with deductive alternates applied in the order they are set forth in the Proposal as produces the net amount which is within the available funds.

(2) The right is reserved, if, in the University's judgment, the public interest will be promoted thereby, to reject any or all Proposals, to waive any informality in any Proposal received or to afford any bidder an opportunity to remedy any deficiency resulting from a minor informality or irregularity. Without limiting the generality of the foregoing:

a. A Proposal may be rejected as not responsive if the bidder fails to furnish the required bid security or to submit the data required with or after its Proposal and this Information for Bidders.

b. A Proposal may be rejected as not responsive if the bidder cannot show to the satisfaction of the University: (i) that it has the necessary qualifications and capital; or (ii) that it owns, controls or can procure the necessary plant and equipment to commence the work at the time prescribed in the Contract and thereafter to prosecute and complete the work at the rate, or within the time specified; or (iii) that it is not already obligated by the performance of so much other work as is likely to delay the commencement, prosecution or completion of the work contemplated by the Contract.

c. A Proposal will be rejected as not responsive if it does not provide for the completion of the work by the date of completion specified in the Proposal.

(3) The University also expressly reserves the right to reject any Proposal as not responsive if, in its opinion, considering the work to be performed, the facts, as to the bidder's business or technical organization, plant, financial and other sources of business experience compared with the work bid upon, justify rejection.

(4) The award of the Contract shall not be construed as a guarantee by the University that the plant, equipment and the general scheme of operations and other data submitted by the bidder with or after its Proposal is either adequate or suitable for the satisfactory performance of the work.

Section 10 Required Bonds and Insurance

(1) Unless otherwise agreed to by the University, within ten (10) working days after the receipt of Letter of Intent, the Contractor shall procure, execute and deliver to the University and maintain, at its own cost and expense:

a. A Performance Bond and a Labor and Material Bond, both of which bonds shall be on the form prescribed by the University and in an amount not less than 100 percent of the total amount of the Contract awarded to the Contractor by the University said bonds must be issued by a surety company approved by the University and authorized to do business in the State of New York as a surety.

b. Attorneys-in-fact who execute said Bonds on behalf of a surety must affix thereto a certified and effectively dated copy of their power of appointment.

(2) Prior to the commencement of work the Successful Bidder will provide, at its sole cost and expense, Certificates of Insurance in accordance with Section 5.06 and 5.07 of the Construction Agreement, which shall remain in force throughout the term of the agreement, or any extension thereof. Such Certificates of Insurances shall be from an insurance company licensed by the New York State Department of Insurance with a rating of at least "A-" as published with Standard & Poor's, and a liability insurance policy with limits no less than **2,000,000.00** per claim. If during the term of the policy, the carrier's rating falls below "A-", the liability insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the State of New York. Such policies shall name the STATE UNIVERSITY OF NEW YORK as an additional insured. The policy shall designate the State University of New York as the loss payee and shall contain a provision that the State University of New York shall receive at least thirty (30) days' notice prior to material change, cancellation or expiration of any such policy.

(3) Workers Compensation Insurance & Disability Benefits Coverage
All employees of the Successful Bidder shall be adequately and properly covered by Workers' Compensation Insurance and Disability Benefits coverage for all work related to the resultant contract. Such policies shall name the STATE UNIVERSITY OF NEW YORK as an additional insured and are to be written by recognized and well-rated insurance companies authorized to transact business in the State of New York. The Successful Bidder shall deliver certificates of such coverage, or proof that such coverage is not required, in the required format, as required by the Workers' Compensation Board, to the following when the agreement is signed by the parties and thereafter not less than thirty (30) days prior to material change or cancellation of such coverage.

(4) Proof of insurances with the specific coverage and limits required in Article V of the Agreement. Acceptable documents are:

i. Proof of NYS Worker's Compensation is only accepted on the C-105.2 or U-26.3 form.

ii. Proof of Disability insurance is only accepted on the DB-120.1 form.

Use the link below for a description of the required forms for Workers Compensation

and Disability:

http://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/XI/18/G.htm

iii. All other proof of insurance must be on the Acord 25 Certificate of Liability Insurance form.

iv. A 60 day schedule

a. After receipt of the Letter of Intent but before receipt of the Contract is Awarded, the Contractor, unless otherwise directed by the University, shall update the working plan and schedule previously submitted in accordance with the Information for Bidders to define the contractor's planned operations during the first 60 days and submit it to the University and the Consultant for their acceptance. The updated working plan and schedule shall be in the form of suitable charts, diagrams or bar graphs and shall be based on the Contractor's logic and time estimates. When updated, such plan and schedule shall be sufficiently detailed to show clearly, in sequence, all salient features of the work of each trade including: the anticipated time of commencement and completion of such work and the interrelationship between such work, submission of Shop Drawings and Samples for approval, approval of Shop Drawings and Samples, placing of orders of materials, fabrication and delivery of materials, installation and testing of materials, contiguous or related work under other contracts, and other items pertinent to the work. The Notice to Proceed may be withheld until this schedule is received and is deemed responsive to the project requirements.

b. After Contract Award, but before processing second progress payment application, the Contractor, unless otherwise directed by the University, shall submit to the University and the Consultant for their acceptance its proposed working plan and project time schedule for all the work covered by the Contract, and shall include activities for preparation and submission of all Shop Drawings and Samples. Said proposed working plan and schedule shall be prepared in accordance with the form and requirements set forth in the preceding paragraph.

Section 11 Opportunities Programs

(1) Minority and Women's Business Enterprises

a. Pursuant to New York State Executive Law Article 15-A, the University recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of University contracts.

b. For purposes of this solicitation, the University hereby establishes an overall goal of **29%** for MWBE participation, **23%** for Minority-Owned Business Enterprises ("MBE") participation and **6%** for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). For additional information please refer to the MWBE requirements outlined in the Prospective Bidders Notice (Form 7557-121b) and Exhibit A-1.

c. For guidance on how the University will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

d. Please note the forms identified in the Prospective Bidders Notice (Form 7557-121b) must be submitted within seven days of the bid opening. Required forms include the MWBE-EEO Policy Statement (Form 7557-104 or equivalent), the MWBE Utilization Plan (Form 7557-107) and the EEO Staffing Plan (Form 7557-108).

e. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to the University. The University will review the submitted MWBE Utilization Plan and advise the Bidder of the University's acceptance, or issue a notice of deficiency within 30 days of receipt.

(2) Service Disabled Veteran Owned Business Enterprises

a. Consistent with the State University of New York's commitment to, and in accordance with, Article 17-B of the New York State Executive Law, contractors are required to ensure that good faith efforts are made to include meaningful participation by Service Disabled Veteran-Owned Business in SUNY's MWBE Program. The requirements apply to contracts in excess of $100,000.

b. To ensure that SDVOB Enterprises are afforded the opportunity for meaningful participation in the performance of the University's contracts, and to assist in achieving the SDVOB Act's statewide goal for participation on state contracts the University hereby establishes an overall goal of 6% for SDVOB participation for this solicitation.

c. For additional information please refer to the SDVOB requirements outlined in the Prospective Bidders Notice (Form 7564-121b). Please note the SDVOB Utilization Plan Form 7564-107 must be submitted within seven days of the bid opening.

Section 12 Encouraging Use of New York State Business Businesses in Contract Performance

(1) New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

a. Information on the availability of New York State subcontractors and suppliers is available from: New York State Department of Economic Development, Procurement Assistance Unit, One Commerce Plaza, Albany, New York 12245, Phone: (518) 474-7756, Fax: (518) 486-7577.

Section 13 Single Contract Responsibility

This is a single bid general construction project. The Contractor submitting the bid is responsible for all work associated with this Project.

Section 14 Examination of Site and Conditions of Work

A pre-bid conference and project walk-through can be arranged by RSVP if received before Wednesday, Sept. 4th. Please RSVP and coordinate directly through:

Eugene Harris
Sr. Project Manager
Economic Project Solutions, Inc.
2 King Arthur Court, Suite E
North Brunswick, NJ 08902
Tel: 866.246.1110. ext. 116
Cell: 732.258.3755
Email: eharris@economicsprojects.com

(2) Each bidder must inform itself fully of the conditions relating to the construction of the project and the employment of labor on the project. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of their contract. To the extent possible, the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

Section 15 General Terms and Conditions

(1) The following items will be incorporated into, and made part of, the formal agreement: (1)the University's Invitation for Bid; (2) the Successful Bidder's proposal; (3) Exhibit A, Standard Contract Clauses; (4) Exhibit A-1, Affirmative Action Clauses; and, (5) Forms A and B Procurement Lobbying Forms.

(2) In the event of any inconsistency in or conflict among the document elements of the agreement described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: (1) Exhibits A and A-1; (2) Forms A and B Procurement Lobbying Forms, (3) the Agreement; (4) this IFB; and (5) the Successful Bidder's proposal.

Section 15.1 Vendor Debriefing and Contract Award Protest Procedure

(1) Upon being notified of their unsuccessful bids, unsuccessful bidders may request in writing a debriefing within 15 calendar days of such notice. The 15 day period starts once unsuccessful bidders are notified. Once a request is made by the bidder, the University must schedule a debriefing within a reasonable time of such request. Unless the campus and bidder mutually agree to use another method such as by telephone, video conference or another type of electronic communication the debriefing must be conducted in person with the bidder.

(2) This procurement is subject to SUNY Procedure Item 7561, Contract Award Protest Procedure.

Section 15.2 Proposal Confidentiality

(1) All proposals and qualifications submitted for the University's consideration will be held in confidence. However, the resulting contract is subject to the New York State Freedom of Information Law (FOIL). Therefore, if an Bidder believes that any information in its proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed the Bidder shall submit with its proposal a separate letter to the designated contact. The letter shall specifically identify the page number(s), line(s) or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret and formally requesting that such information be kept confidential. Failure by an Bidder to submit such a letter will constitute a waiver by the Bidder of any rights it may have under Section 89(5) of the Public Officers' Law relating to protection of trade secrets.

(2) The proprietary nature of the information designated confidential by the Bidder may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire proposal be kept confidential is not advisable since a proposal cannot reasonably consist of all data subject to FOIL proprietary status.

Section 15.3 Information Security Breach and Notification Act

(1) The Bidder shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa and State Technology Law, Section 208). The Bidder shall be liable for the costs associated with such breach if caused by its negligent or willful acts or omissions, or the negligent or willful acts or omissions of its agents, officers, employees or subcontractors.

Section 15.4 State Finance Law §§ 139-j and 139-k

(1) State Finance Law §§139-j and 139-k imposes certain restrictions on communications between the University and a Bidder during the procurement process. During the restricted period the Bidder is restricted from making contacts to other than designated contact unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The restricted period is from the earliest notice of intent to solicit offers through final award and approval of the Contract.

(2) University employees and their designated representatives are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period the Bidder is debarred from obtaining government procurement contracts.

Section 16 Additional Terms and Conditions

(1) The terms and conditions of the State University of New York Construction Agreement (Form 7554-09) shall apply, and is provided as an attachment to this IFB.

(2) The resulting agreement shall be binding upon its execution by both parties and, if required by New York State law, upon the approval of the Attorney General and the Office of the State Comptroller.

(3) The agreement may be revised at any time upon mutual consent of the parties in writing. Such written consent will not be effective until signed by both parties and, if required by New York State law, approved by the Attorney General and the Office of the State Comptroller.

(4) The relationship of the Successful Bidder to the University shall be that of independent contractor.

(5) Compliance with the post-employment restrictions of the Ethics in Government Act is required.

(6) The submission of a proposal constitutes a binding offer to perform and provide said services.

(7) In the event the Successful Bidder uses partners, subcontracts or subcontractors, the Successful Bidder will remain responsible for compliance with all specifications and performance of all obligations under the contract resulting from this IFB. For the resulting agreement, the Successful Bidder will be the prime contractor.

(8) The University will not be liable for any costs associated with the preparation, transmittal, or presentation of any proposals or materials submitted in response to this IFB.

(9) Public announcements or news releases regarding this IFB or any subsequent award of a contract must not be made by any Bidder without the prior written approval of SUNY.

(10) The Successful Bidder is responsible for compliance with all applicable rules and regulations pertaining to cities, towns, counties and State where the services are provided, and all other laws applicable to the performance of the resulting contract. The Successful Offeror shall provide all necessary safeguards for safety and protection as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

(11) The Successful Bidder will be responsible for the work, direction and compensation of its employees, consultants, agents and contractors. Nothing in the resulting agreement or the performance thereof by the Successful Bidder will impose any liability or duty whatsoever on the University including, but not limited to, any liability for taxes, compensation, commissions, Workers' Compensation, disability benefits, Social Security, or other employee benefits for any person or entity.

(12) In the event the Successful Bidder is required to be reimbursed for travel, Bidder shall be reimbursed at rates not to exceed the current NYS Schedule of Allowable Reimbursable Travel Expenses. Refer to the U.S. Government Administration Rates for Travel at: http://www.gsa.gov

(13) In addition, the University reserves the right to:

a. Not accept any and all proposals received in response to this IFB, waive requirements or

amend this IFB upon notification to all bidders, waive minor irregularities or adjust or correct cost or cost figures with the concurrence of the bidder if mathematical or typographical errors exist.

b. To terminate any resulting contract for: (1) unavailability of funds; (2) cause; (3) convenience; (4) in the event it is found that the certification filed by the Bidder in accordance with State Finance Law §§139-j and 139-k are found to be intentionally false or intentionally incomplete; and if applicable, the Department of Taxation and Finance Contractor Certification Form ST-220CA was false or incomplete. Upon such finding the University may exercise its termination right by providing written notification to the Bidder in accordance with the written notification terms of the contract.

c. Request certified audited financial statements for the past three (3) completed fiscal years and/or other appropriate supplementation including, but not limited to, interim financial statements and credit reports.

d. Contact any or all references.

e. Request clarifications from Bidders for purposes of assuring a full understanding of responsiveness, and further to permit revisions from all Bidders determined to be susceptible to being selected for contract award, prior to award.

e. Advise Bidder of any objectionable employee(s) and/or subcontractor(s) and request their removal from the project. Such removal shall not be reasonably withheld by the Bidder.

_____
NAME OF BIDDER

_____
ADDRESS OF BIDDER

PROPOSAL
FOR

Project Number: **SU-061119** Date: **7/16/2019**
Project Name: Fire Sprinkler Risers & Water Main Connection

TO THE STATE UNIVERSITY OF NEW YORK:

1. **The Work Proposed Herein Will Be Completed Within 45 Calendar Days, Starting Immediately After The Contract Approval Date.** In the event the bidder fails to complete such work by said date or dates, or within the time to which such completion may have been extended in accordance with the Contract Documents, the bidder agrees to pay the University liquidated damages in an amount equal to the values indicate in the Liquidated Damages Schedule below for each calendar day of delay in completing the work.

LIQUIDATED DAMAGES SCHEDULE

Contract Amount	***Liquidated Damages***
Under $100,000	**$100/day**
$100,000-$499,999	**$200/day**
$500,000-$999,999	**$300/day**
$1MM-$1,999,999	**$400/day**
$2MM-$3,499,999	**$500/day**
$3.5MM-$5MM	**$700/day**
Over $5MM (to be determined by the University in each instance)	**$_____/day**

2. The bidder hereby declares that it has carefully examined all Bidding and Contract Documents and that it has personally inspected the actual location of the work, together with the local sources of supply, has satisfied itself as to all the quantities and conditions, and understands that in signing this Proposal, it waives all right to plead any misunderstanding regarding the same.

3. The bidder further understands and agrees that it is to do, perform and complete all work in accordance with the Contract Documents and to accept in full compensation therefore the amount of the Total Bid, modified by such additive or deductive alternates, if any, as are accepted by the University.

4. The bidder further agrees to accept the unit prices, if any, set forth in paragraph (5) of this proposal, except as the same may be modified pursuant to the provisions of Section (5) of the Information to Bidders, as full payment for the amount of the credit to the University for any deletions, additions, modifications or changes to the portion or portions of work covered by said unit prices.

5. **BID CALCULATION**

a. **BASE BID** *(does not include allowances)*

$_____
(in numbers)

_____
(in words)

b. **ALLOWANCES:** In accordance with the Schedule I and Section 4.05 of Agreement, the bidder further agrees to the following additions to the Base Bid: NONE

Work or Materials Description	Amount in Words	Amount in Figures
NONE		

c. **TOTAL BID** *(base bid + allowances = total bid)*

$_____
(in numbers)

_____
(in words)

d. **ALTERNATES**: In accordance with Section B of the General Requirements the bidder proposes the following additions to or deductions from the Total Bid for the alternates listed below: NONE

Alternate Number	Add/Deduct	Amount in Words	Amount in Figures
NONE			

e. **UNIT PRICES**: In accordance with Section (5) paragraph (2) of the Information to Bidders and Section 4.04 of the Agreement the bidder or the University may insert unit prices for the work or materials listed below for clarification.

Work or Materials Description	Amount in Words	Amount in Figures

6. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (a) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (b) unless otherwise required by law, the prices have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (c) no attempt has been made or will be made by the bidder to induce any person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

   A bid shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a), (b), and (c) above shall have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Campus President, or designee, or Vice Chancellor for Capital Facilities, or designee, determines that such disclosure was not made for purposes of restricting competition.

   The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of this Section.

7. The bidder agrees that if awarded the Contract, it will commence work within (10) calendar days after date of receipt of a fully executed Agreement and that it will fully complete the work by the date stated herein.

8. The bidder acknowledges the receipt of the following addenda, but agrees that it is bound by all addenda whether or not listed herein.

Addendum Number	Date	Addendum Number	Date
_____	___/___/___	_____	___/___/___
_____	___/___/___	_____	___/___/___
_____	___/___/___	_____	___/___/___

9. The bidder submits herewith bid security in an amount not less than five (5) percent of the Total Bid. In the event that (a) the bidder's Total Bid is the lowest one submitted and the bidder does not timely

provide the Post-Bid Information required by the Information for Bidders or (b) this Proposal is accepted by the University and the bidder shall refuse or neglect, within ten (10) calendar days after date of receipt of Agreement, to execute and deliver said Agreement in the form provided herein, or to execute and deliver a Performance Bond and a Labor and Material Bond in the amounts required and in the form prescribed, the bidder shall be liable to the University, as liquidated damages, for the amount of the bid security or the difference between the Total Bid of the bidder and the Total Bid of the bidder submitting the next lowest bid, whichever sum shall be higher, otherwise the total amount of the bid security will be returned to the bidder in accordance with the provisions set forth in the Information for Bidders. The University may apply the bid security in full or partial payments, as the case may be, of said liquidated damages and in the event the bid security is less than the amount of liquidated damages to which the University is entitled, the bidder shall pay the difference, upon demand, to the University.

10. The bidder certifies that all wood products that are to be used in the performance of this Contract shall be in accordance with the Specifications and provisions of Section 167 b. of the State Finance Law which Section prohibits the purchase and use of tropical hardwoods.

11. The bidder affirms that it understands and agrees to comply with the procedures of the Fund relative to permissible contacts as required by Sections 139-j(3) and 139-j-(6)(b) of the State Finance Law.

12. The bidder certifies that all information provided or to be provided to the University in connection with this procurement is, as required by Section 139-k of the State Finance Law, complete, true and accurate.

Dated _____/_____/_____

Firm's Federal ID Number or
Social Security Number as applicable _____

Legal name of person, partnership, joint venture or corporation:

_____

By_____
(signature)

Title_____

Email address_____

ACKNOWLEDGMENT FOR THE PROPOSAL

THE LEGAL ADDRESS OF THE BIDDER

_____

_____

_____

_____

Telephone No._____ Facsimile No._____

If a Corporation

Name Address

_____PRESIDENT _____

_____SECRETARY _____

_____TREASURER _____

If a Partnership

Name of Partners Address

_____ _____

_____ _____

_____ _____

If a Joint Venture

Name of Members Address

_____ _____

_____ _____

_____ _____

If an Individual

Name of Individual Address

_____ _____

Attachment A – List of Completed Similar Construction Projects

Bidder Name: **Project No.:**

Bidders must provide three (3) example projects completed in the past five (5) years in which the Bidder served as the prime contractor. Example projects must be of similar size, scope and complexity to the project currently being bid, as further described in the Description of Work. Each project must include the Owner/Agency, Award Date, Contract Amount, Date Completed, Contact Person, Telephone number of the contact, Architect and/or Engineer's Name, Contract Number, Contact Email, and the Project Title and a brief scope description. Reference contacts may be used to verify project size, scope, dollar value, percentages and quality of performance.

1.	Agency/Owner			Award Date	Contract Amount / Date Completed
	Agency/Owner Contact Person		Telephone No.	Designer Architect and /or Design Engineer	
	Contract No.	Contact Email	Project Title & Scope		
2.	Agency/Owner			Award Date	Contract Amount / Date Completed
	Agency/Owner Contact Person		Telephone No.	Designer Architect and /or Design Engineer	
	Contract No.	Contact Email	Project Title & Scope		
3.	Agency/Owner			Award Date	Contract Amount / Date Completed
	Agency/Owner Contact Person		Telephone No.	Designer Architect and /or Design Engineer	
	Contract No.	Contact Email	Project Title & Scope		
Completed By:				Phone Number: Email: Date:	

Division 1 - General Requirements
SECTION A - Description of Work

1. Work to be Done

The work to be done under the Contract, in accordance with the Contract Documents, consists of performing, installing, furnishing and supplying all materials, equipment, labor and incidentals necessary or convenient for the construction of Project Number **SU-061119**, titled **Fire Sprinkler Risers & Water Main Connection** and carry out all of the duties and obligations imposed upon the Contractor by the Contract Documents.

The main features of the work shall include, but not be limited to the following:
Extent of work will include 1. Site Utilities to bring fire main to building. 2. Demise fire sprinkler room 3. Furnish and install fire sprinkler risers.
Reference Project Manual – SUMMARY section for additional information.

2. Work Not Included:

Work not included in the work of the Contract are those items marked "N.I.C"; movable furnishings, except those specifically specified or indicated on the Drawings; and items marked "by others".
Work Not included in Contract shall include:

- ***Fire Sprinkler main and branch lines including heads beyond the fire sprinkler riser room.***

Reference Project Manual – SUMMARY section for additional information.

SECTION B - Alternates

1. General

a. Refer to Proposal Form. State thereon the amount to be added to or deducted from the Total Bid for the Alternates described herein.

b. Extent and details of the Alternates are indicated on the Drawings, and described in the Specifications.

c. Where reference is made in the description of the Alternate to products, materials, or workmanship, the specification requirements applicable to similar products, materials or workmanship in the Total Bid shall govern the products, materials, and workmanship of the Alternate as if these specification requirements were included in full in the description of the Alternates.

2. Alternates

None

SECTION C - Special Conditions

1. Cutting and Patching

a. The Contractor shall do all cutting, fitting, and patching of its work that may be required to make its several parts come together properly and fitted as shown upon or reasonably implied from the Drawings and Specifications for the completed project.

b. Any cost caused by defective or ill-timed work shall be borne by the Contractor. Except as otherwise expressly provided in the Contract Documents, the Contractor shall not cut or alter the work of any other Contractor or existing work without the consent of the University.

c. Existing construction, finishes, equipment, wiring, etc., that is to remain and which is damaged or defaced by reason of work done under this contract shall be restored by the Contractor to a condition satisfactory to the University, or replaced with new, at no additional cost.

d. Existing surfaces, materials, and work shall be prepared as necessary to receive the new installations. Such preparatory work shall be as required by the conditions and in each case shall be subject to approval by the University.

e. Newly exposed work or surfaces which are presently concealed shall be made to match existing corresponding or adjoining new surfaces as directed, and the materials and methods to be employed shall be subject to approval by the University.

f. All new, altered, or restored work in the building shall match existing corresponding work in the material, construction finish, etc., unless otherwise specified or required by the drawings.

Reference Project Manual – CUTTING AND PATCHING section for additional information.

2. Clean-Up

a. Periodic Cleaning: The Contractor shall at all times during the progress of the work keep the Site free from accumulation of waste matter or rubbish and shall confine its apparatus, materials and operations of its workmen to limits prescribed by law or by the Contract Limit Lines, except as the latter may be extended with the approval of the University. Cleaning of the structure(s), once enclosed, must be performed daily and removal of waste matter or rubbish must be performed at least once a week.

b. Final Clean Up: Upon completion of the work covered by the Contract, the Contractor shall leave the completed project ready for use without the need of further cleaning of any kind and with all work in new condition and perfect order. In addition, upon completion of all work, the Contractor shall remove from the vicinity of the work and from the property owned or occupied by the State of New York, the State University of New York or the University, all plant, buildings, rubbish, unused materials, concrete forms and other materials belonging to it or used under its direction during construction or impairing the use or appearance of the property and shall restore such areas affected by the work to their original condition, and, in the event of its failure to do so, the same shall be removed by the University at the expense of the Contractor, and it and its surety shall be liable therefor.

Reference Project Manual – CLOSEOUT PROCEDURES and EXECUTION sections for additional information.

3. Temporary Access and Parking

Reference site drawings for staging location and reference Project Manual – TEMPORARY FACILITIES AND CONTROLS section for general requirements

4. Field Meetings

Periodic job meetings will be scheduled by the Consultant and the University during the course of construction. The Contractor, and, upon request of the Consultant and the University, its principal subcontractors and manufacturer's representatives, shall attend such meetings and be prepared to furnish answers to questions on progress, workmanship, or any other subject on which the Consultant and the

University might reasonably require information.

Reference Project Manual – PROJECT MANAGEMENT AND COORDINATION section for additional information.

5. Operating Instructions and Manuals

The Contractor shall furnish three (3) complete sets of operating instructions and manuals which shall include definite and specific instructions on all mechanical and electrical systems involved in the Project. Said instructions and manuals should set forth: (1) the manner of operation; (2) the necessary precautions and care to be followed: (3) periodic prevention maintenance requirements; and (4) a complete set of spare parts lists, catalogs, service manuals and manufacturing data on said systems. Said instructions and manuals are to be made available by the Contractor for review and comment by the University a minimum of six (6) weeks prior to the scheduled completion of the Project.

Reference Project Manual – OPERATION AND MAINTENANCE DATA section for additional information.

6. Utility Shutdowns and Cut Overs

a. Except as otherwise expressly provided in the Contract Documents, the Contractor shall be responsible for submitting to the University, for its approval, a proposed schedule of all utility shutdowns and Cut overs of all types which will be required to complete the Project; said schedule should contain a minimum of two (2) week's advance notice prior to the time of the proposed shutdown and cut over. Most campuses of the State University of New York are in full operation 12 months of the year, and shutdowns and Cut overs, depending upon their type, generally must be scheduled on weekends, at night, or during holiday periods. The contract consideration is deemed to include all necessary overtime and all premium time, if any, that is required by the Contractor to complete the shutdowns or Cut overs.

b. Temporary Connections: In the event the Contractor shall disrupt any existing services, the Contractor shall immediately make temporary connection to place such service back into operation and maintain the temporary connection until the Contractor makes the permanent connection. All work must be acceptable to the University.

7. Temporary Power for Construction Activities

Electrical energy will be available at no cost to the Contractor from existing outlets or panels from locations approved by the College. This power may be used for small power tools (not exceeding 1/2 HP), etc., and the Contractor shall not exceed the capacity of the existing circuits being used. The Contractor shall be responsible for providing all necessary connections, cables, etc. and removal of the same at completion of construction with approval from the University. The Contractor shall in no way modify the existing circuits at the panel boards to increase capacities of the circuits. If the required power load exceeds the capacities of the available power sources, the Contractor shall be responsible and pay for furnishing and installing all necessary temporary power poles, cables, fused disconnect switches, transformers and electric meters necessary to provide a temporary power system for the project, and remove the same at completion. Install all temporary wiring and equipment and make all connections in conformity with the National Electrical Code. Make all replacements required by temporary use of the permanent wiring system. Provide ground fault protection.

Reference Project Manual – TEMPORARY FACILITIES AND CONTROLS section for additional information.

8. Sanitary Facilities

The Contractor will be permitted to use existing toilet and janitor closet facilities as designated by the College provided the existing facilities are not misused, defaced, or left in an unsanitary condition. If the University deems that the existing facilities have been subject to misuse or left unsanitary, the Contractor shall be informed and caused to install and maintain (at its own cost) temporary, sanitary facilities at approved locations. The Contractor shall also be held responsible for the cost of cleaning and repair of any damage to said existing facilities and adherence to health and sanitary codes of the State of New York.

Reference Project Manual – TEMPORARY FACILITIES AND CONTROLS section for additional information.

9. Temporary Heat

a. In those locations where it is required by the conditions of the work, the Contractor shall provide and pay for all temporary heating, coverings and enclosures necessary to properly protect all work and materials against damage by dampness and cold, dry out the work, and facilitate the completion thereof. Fuel, equipment, materials, operating personnel and the methods used therefor shall be at all times satisfactory to the University and adequate for the purpose intended. The Contractor shall maintain the critical installation temperatures, provided in the technical provisions of the specifications hereof, for all work in those areas where the same is being performed.

b. Maintenance of proper heating, ventilation and adequate drying out of the work is the responsibility of the Contractor. Any work damaged by dampness, insufficient or abnormal heating shall be replaced to the satisfaction of the University by and at the sole cost and expense of the Contractor.

c. The Contractor shall provide all necessary, temporary heating for the efficient and effective work by itself and all trades engaged in the work. Unless otherwise specified, the minimum temperature shall be 50 degrees F at all places where work is actually being performed within the project (where enclosed). Before and during the placing of wood finish and the application of other interior finishing, varnishing, painting, etc., and until final acceptance by the University of all work covered by the Contract, the Contractor shall, unless otherwise specified in the Contract Documents, provide sufficient heat to produce a temperature of not less than 68 degrees F nor more than 78 degrees F.

Reference Project Manual – TEMPORARY FACILITIES AND CONTROLS section for additional information.

10. Temporary Light

The contractor shall install, maintain and remove Underwriter's Label temporary lighting sockets, light bulbs, and intermittent power sockets as approved by the University. The minimum temporary lighting to be provided is at the rate of 1/4 watt per square foot and be maintained for 24 hours, 7 days per week at stairs and exit corridors; in all other spaces, temporary lighting is to be maintained during working hours. Installation shall be in accordance with the National Electric Code.

Reference Project Manual – TEMPORARY FACILITIES AND CONTROLS section for additional information.

11. Temporary Water for Construction Purposes

Water for construction is available through the campus system without charge to the Contractor from location designated by the College. The Contractor shall obtain the necessary permission, make all connections, as required, furnish and install all pipes and fittings, and remove the same at completion of

work. The Contractor must provide for waste water discharge and shall take due care to prevent damage to existing structures or site and the waste of water. All pipes and fittings must be maintained in perfect condition at all times.

Reference Project Manual – TEMPORARY FACILITIES AND CONTROLS section for additional information.

12. Conducting Work

a. All work is to be conducted in such a manner as to cause a minimum degree of interference with the College's operation and academic schedule.

b. Safe and direct entrance to and exiting from the existing buildings shall be maintained at all times during regular hours while construction is in progress.

c. No construction work will start in any area until the Contractor has all the required materials on-site.

d. The Contractor and its employees shall comply with College regulations governing conduct, access to the premises, and operation of equipment.

e. The building shall not be left "open" overnight or during any period of inclement weather. Temporary weather tight closures shall be provided for/by the Contractor to protect the structure and its contents.

Reference Project Manual – PROJECT MANAGEMENT AND COORDINATION section for additional information.

13. Safety and Protective Facilities

a. The Contractor shall provide the necessary safeguards to prevent accidents, to avoid all necessary hazards and protect the public, the Staff, students, the work and property at all times, including Saturdays, Sundays, holidays and other times when no work is being done.

b. The Contractor shall erect, maintain and remove appropriate barriers or other devices, including mechanical ventilation systems, as required by the conditions of the work for the protection of users of the project area, the protection of the work being done, or the containment of dust and debris. All such barriers or devices shall be provided in conformance with all applicable codes, laws and regulations, including OSHA and National Fire Prevention Association 241, for safeguarding of structures during construction.

Reference Project Manual – PROJECT MANAGEMENT AND COORDINATION section for additional information.

14. Protection of Existing Structures, Vegetation and Utilities

The Contractor, during the course of its work, shall not damage any buildings, structures and utilities, public or private, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, sewers, drains and electric power and lighting and telephone cables, lawns, curbs, plants and other improvements. Any damage resulting from the Contractor's operations shall be repaired or replaced at its expense.

Reference Project Manual – PROJECT MANAGEMENT AND COORDINATION section for additional information.

15. Abbreviations and References

The following abbreviations may be used in these Specifications:

N.A.	Not Applicable
N.I.C	Not in Contract.
Fed. Spec. or F.S.	Federal Specifications
SUCF	State University Construction Fund
University or SUNY	State University of New York
College	A Campus of the State University of New York

Reference Project Manual – REFERENCES section for additional information.

16. Use of Elevators

The Contractor shall be permitted to make temporary use of elevators designated by the University and provided such use does not interfere with the normal activities of the College. Large and heavy items shall not be placed in elevators, and suitable padding shall be provided whenever a cab is used for construction purposes. Elevator pits shall be kept free of debris and dust by frequent cleaning out. The elevators shall be restored to original condition satisfactory to the University at the end of construction activities. Use of the top of the elevator may be permitted after obtaining approval of the University.

17. Salvage of Materials

Remove and legally dispose of all debris and other materials resulting from the alterations to State University property. The following items shall remain the property of the University and shall be stored at the site as directed by the University:

- ***All Fixtures, Furniture, and Equipment***
- ***All IT devices***

18. Storage of Materials

a. The Contractor shall store materials and equipment within the contract limits in areas on the site as designated by the University.

b. All materials shall be stored in a neat and orderly manner, and shall be protected against the weather by raised floored weatherproof temporary storage facility or trailer.

c. Security for stored materials shall be the responsibility of the Contractor.

d. Storage of materials is not permitted on the roof of any building.

Reference Project Manual individual sections for additional storage information.

19. Shop Drawings and Samples - (Refer to Section 2.19 of the Agreement)

a. The Contractor shall submit to the University for its approval five (5) sets of prints of all shop drawings required by the specifications. Those marked:

"REJECTED" are not in accordance with the Contract Documents and shall be resubmitted.

"REVISE AND RESUBMIT" Contractor shall correct and resubmit.

"MAKE CORRECTIONS NOTED": The contractor shall comply with corrections and may proceed.
Resubmittal is not required.

"APPROVED - NO EXCEPTIONS TAKEN": The contractor may proceed.

b. All shop drawings and/or submittals used on the construction site must bear the impression of the consultant's review stamp as well as the General Contractor's review stamp, indicating the status of review and the date of review.

c. All shop drawings shall reflect actual site conditions and accurate field dimensions. Dimensioned shop drawings shall be submitted for all fabricated items. Incomplete submittals will be rejected without review.

d. All shop drawings, submittals and samples shall include:
   1). Date and revision dates.
   2). Project title and number.
   3). Names of:
      a). Contractor
      b). Subcontractor
      c). Supplier
      d). Manufacturer
   4). Identification of products or materials: Include Department of State (DOS) file number, manufacturers' name and market name of all covered products and applicable materials in accordance with Part 1120 of the Code. This information may be obtained by contacting the DOS, Office of Fire Prevention and Control: 518 474-6746 [voice] and 518 474-3240 [FAX])

Reference Project Manual – SUBMITTAL PROCEDURES section and individual sections for additional information.

20. U.S. Steel

All structural steel, reinforcing steel, or other major steel items to be incorporated in the work shall, if this Contract is in excess of $100,000, be produced or made in whole or substantial part in the United States, its territories or possessions.

21. Non-Asbestos Products

a. All materials specified herein shall contain no asbestos.

b. Provide "Contains No Asbestos" permanent labels applied to the exterior jacket of all pipe insulation at 20 foot intervals with a minimum of one (1) label for each service in each work area.

22. Material Safety Data Sheet

The contractor shall submit MSDS (Material Safety Data Sheet) for all chemicals, solvents, and materials specified or proposed to be used on this project.

23. Architect's/Engineer's Seal

In accordance with Rules and Regulations of the New York State Education Law, Title 8, Part 69.5(b), to

all plans, specifications and reports to which the seal of an architect has been applied, there shall also be applied a stamp with appropriate wording warning that it is a violation of the law for any person, unless acting under the direction of a licensed architect, to alter an item in any way. If an item bearing the seal of an architect is altered, the altering architect shall affix to his item the seal and the notation "altered by" followed by his signature and the date of such alteration, and a specific description of the alteration.

24. Construction Permit

The Code Compliance Manager for the State University Campus will, as required by law, issue a Construction Permit for this Project. The project is not subject to any local building code or permit requirements, except for work that the Contractor is to perform on property located outside of the boundaries of the campuses of the State University of New York.

25. Other Contracts

There may be other contracts let for work to be done in adjacent areas and, as such, this Contractor and such other contractors shall coordinate their work to conform with progressive operation of all the work covered by such contracts, and afford each other reasonable opportunities for the introduction and storage of their supplies, materials, equipment, and the execution of their work.

26. Asbestos

If the work to be done under this contract contains the abatement of asbestos the following shall apply:

a. Applicable Regulations - All work to be done under this Contract shall be in compliance with Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York (cited as 12 NYCRR Part 56) as amended effective November 9, 1994.

b. Applicable Variance - The abatement contractor is responsible for obtaining any variance not issued to date that he feels may be applicable to the policies/procedures as set forth in 12 NYCRR Part 56.

c. Owner Project Fact Sheet -The Contractor shall complete and submit as much information as possible on the Asbestos Material Fact Sheet to the University in triplicate prior to the project startup. ompletion of the Fact Sheet shall be submitted prior to acceptance.

d. Patent Infringement - The State University of New York and the State University Construction Fund have been given notice by a law firm representing GPAC, Inc. that the use of its process/procedure for asbestos containment and removal constitutes a patent infringement. All potential contractors are hereby notified that they may have to obtain a license to use certain patented Negative Air Containment systems, and that any liability of the University in connection therewith is covered by Section 2.21 of the Agreement. Therefore, all potential contractors are hereby notified that after opening of the bids they must advise the University as to the system they intend to use for Negative Air Containment and provide the University with either a copy of their license to use the same or written documentation, signed by an authorized officer of their surety, that their performance bond guarantees the Contractor's indemnification covering patent claims.

e. Air Monitoring - The abatement contractor shall be responsible for hiring and paying an independent third party firm to perform the requirements of air monitoring

as called for in Subpart 56-17 of 12 NYCRR Part 56.

f. Testing - The University and Campus reserve the right to employ an independent testing laboratory to perform testing on the work and air sampling. The Contractor shall be required to cooperate with the testing laboratory.

g. Disposal Procedures - It is the responsibility of the asbestos contractor to determine current waste handling, transportation and disposal regulations for the work site and for each waste disposal landfill. The asbestos contractor must comply fully with these regulations, all appropriate U.S. Department of Transportation, EPA and Federal, State and local entities' regulations, and all other then current legal requirements. Submit originals or copies of all pertinent manifests in triplicate to the University.

h. Submittals - Prior to commencement of the work on this project, the Contractor must submit the following to the University:

1). Copy of original insurance policy.

2). Copy of Department of Labor notification.

3). Owner Fact Sheet.

4). Copy of EPA notification.

i. Special Requirements -. 1) Size, location, and quantities of all pipes, joints, ducts, valves, tees, etc. must be field verified by all prospective bidders. Information given on the drawings and specifications is for general orientation and information only.

2) The Contractor shall have at least one English-speaking supervisor on the job site at all times while the project is in progress.

3) Prior to the commencement of work involving asbestos demolition, removal, renovation, the Contractor must submit to the University the name of its on-site asbestos supervisor responsible for such operations, together with documentation that such supervisor has completed an Environmental Protection Agency-approved training course for asbestos supervisors.

27. Wage Rates and Supplements

The following are the rates of wages and supplements determined by the Industrial Commissioner of the State of New York as prevailing in the locality of the site at which the work will be performed can be fpimd at:

http://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1482119

The Prevailing Wage Case Number PRC# assigned to this project is: 2019008588

Special Conditions for Construction

Part 1 – Use of Premise

1.1 General

A. Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. *For purposes of this provision, "site" shall include all existing structures.*

B. The Building in which the Work is to be performed is currently occupied by residential areas, offices and/or classrooms. Each Contractor shall have limited use of premises for construction operations, including use of Project site, during the construction period. Each Contractor's use of premises is limited only as outlined in this section and/or any other section of the specifications, or at the College's discretion, to perform work or to retain other contractors on portions of Project.

C. Coordination with Other Contractors:
   1). The Contractor will need to have their portion of the Work coordinated with other Contractors working on the site so that their work conforms to the progressive operation of all the work covered under other contracts that the College has let on this site.
   2). Each Contractor shall afford other Contractors reasonable opportunities for the introduction and storage of their supplies, materials, equipment, and execution of their work.
   3). If the Contractor or such other contractors contend that their work of the progress thereof is being interfered with by the acts or omissions of the others or that there is a failure to coordinate or properly arrange the sequence of the work on the part of the Contractor or such other contractors, they shall, within five (5) working days of the commencement of such interference or failure of coordination or failure to perform work in proper sequence, give written notification to the College of such contention. Upon receipt of such notification or on its own initiative, the College shall investigate the situation and issue such instructions to the Contractor or such other contractors with respect thereto as it may deem proper. The College shall determine the rights of the Contractor and of such other contractors and the sequence of work necessary to expedite the completion of the work covered by said other contracts.

D. All work is to be conducted in such a manner as to cause a minimum degree of interference with the College's operations and academic schedule. Contractor is to coordinate their work with the College's classroom schedule.

E. The Contractor and its employees shall comply with all College regulations governing conduct, access to the premises, and operation of equipment.

F. Maintain all paths of egress and keep clear of all materials and debris.

G. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, and other adjacent occupied or used facilities without written permission from College.

H. Should it become necessary, in the judgment of the College, at any time during the course of the Work to move materials which are stored on the site and equipment which has been temporarily placed thereon, the Contractor upon request of the College shall move them or cause them to be moved at its sole cost and expense; provided, however, if materials and equipment that have been stored or placed by the Contractor at a location on the site expressly approved, in writing, by the College and the same are moved or caused to be moved by the Contractor at the College's request, such removal shall be deemed extra work and the Contractor shall be compensated.

1.2 Campus Regulations

A. The contractor and his/her employees, subcontractors, etc., will not fraternize with any building or campus occupants. This includes but is not limited to students, faculty, and employees of the State other than those designated, visitors and guests. At no time will it be appropriate to say anything derogatory to the above referenced

individuals. Harassment, verbal or otherwise, of the above referenced individuals will **not** be tolerated. If an incident arises, the Contractor will be directed to **permanently remove** the employee from the site.

B. No drugs are permitted on campus.

C. No smoking is permitted on campus.

D. The contractor, employees and sub-contractors are required to stay within the construction boundary lines at all times.

E. The contractor, employees, and sub-contractors must recognize the fact that this is an institute for learning. Flexibility will be required during certain times of the academic year.

1.3 Use of Permanent Utilities

A. As the building is still under construction, when each permanent utility is operational, it may be used for construction purposes, if acceptable, in writing, by the College. The written request for permission for use of the system from the College shall include, as a minimum, the conditions and reasons for use and provisions for and effect on equipment warranties. In the event that the College accepts the Contractors use of the permanent utility for the balance of the Work, the Contractor shall be fully responsible for it, and shall pay all costs for operation, power, restoration and maintenance of same.

B. If the existing facilities are not adequate for the Contractor, locate temporary facilities where they will serve Project adequately and result in minimum interference with performance of the Work and disruption to the College. Any temporary facilities location is to be reviewed and approved by College's Representative.

1.4 Storage and Staging of Materials

A. The following shall apply to this project

1). The Contractor shall store materials and equipment within areas designated by the College.
2). Security for stored equipment and materials shall be the responsibility of the Contractor.
3. No vehicles will be permitted on the Plaza. Any and all materials and/or equipment brought or stored on the Plaza shall not exceed the maximum weight limit of 150 psf.
4). Access to the construction site for delivery of materials and equipment is limited. Temporary parking for the loading and unloading of the same shall be arranged only with prior approval of the College.
5). The Contractor shall at all times keep access routes, and parking and staging areas clean of debris and other obstructions resulting from the work.

1.5 Temporary Power for Construction Activities

A. Electrical energy, as it exists within the work area, will be available at **no** cost to the Contractor from existing outlets or panels from locations approved by the College. As this site is still under construction, if electrical power is not available in the area of work, it is the Contractor's responsibility to provide necessary power to perform the Work. Typically available power may be used for small power tools (not exceeding ½ HP).

1.6 Temporary Lighting / Heating & Cooling / Water

A. Electrical lighting, as it exists within the work area, is available to the contractor at **no** cost. As this site is still under construction, if electrical lighting is not available in the area of work, it is the Contractor's responsibility to provide necessary temporary equipment to perform the Work at its cost.

1.7 Temporary Sanitary Facilities

A. Toilet, Water, and Drinking Water Facilities: The Contractor shall make arrangements with the College for use of the existing toilet, water, and drinking water facilities. It is the Contractor's responsibility to maintain the facility during the construction and restore to original state upon completion of the project.

1.8 Temporary Parking

A. Contractor is to abide to the following:

1). The Contractor and its employees shall be subject to all the rules and regulations of the College, including parking regulations. The College is regulated by New York State Vehicle and Traffic Laws.
2). The Contractor and its employees shall only park in the designated areas in Lot #W-2. There shall be no parking in other areas of the campus (unless prior written authorization is provided by the College Chief of Police).
3). Parking violations are subject to fines and are the sole responsibility of the Contractor or its employees. Vehicles that are parked illegally may be towed at the expense of the owner/driver.
4). All vehicles are required at all times to register with the College's Public Safety Unit.
5). There is $35.00 fee for parking permits. The fee is per vehicle and permits need to be display whenever the vehicle is parked on campus.

1.9 Temporary Support Facilities

A. Construction Aids: Provide all items, such as lifting devices, all scaffolding, staging, platforms, runways, ladders; and all temporary flooring, as required by the various trades for the proper execution of the Work. Provide such construction aids with proper guys, bracing, guards, railings and other safety devices as required by the governing authorities and OSHA.

B. Elevator and Loading Dock Usage: The Contractor shall make all arrangements with the College's Representative for the use of elevators as required for transporting material and workmen to the work areas and for the disposal of rubbish and waste materials.

1.10 Safety and Protection of Facilities

A. The Contractor shall provide the necessary safeguards to prevent accidents, to avoid all necessary hazards and protect the public, the Faculty and Staff, students, the work, and the property at all times, including Saturdays, Sundays, holidays, and other times when no work is being done. The Contractor shall submit a safety plan which shall be certified by a Certified Safety Professional from the Board of Certified Safety Professionals (www.bcsp.org).

B. The Contractor shall erect, maintain and remove appropriate barriers or other devices, including mechanical ventilation systems, as required by the conditions of the work for the protection of the users of the project area, adjoining areas, the protection of the work being done, or the containment of dust and debris. All such barriers or devices shall be provided in conformance with all applicable codes, laws and regulations, including OSHA and National Fire Prevention Association 241, for safeguarding of structures during construction.

C. Fire safety during construction:

1). The Contractor shall provide all temporary equipment, labor and materials required for compliance with the applicable provisions of Chapter 14, Fire Safety during Construction and Demolition, of the Fire Code of New York State.

2). For areas and spaces under their control, the Contractor shall comply with Chapter 14 of the Fire Code of New York State, titled "Fire Safety during Construction and Demolition". Subject to approval by the College's Consultant and the College, the Contractor shall designate one person as the **fire prevention program superintendent**. This superintendent shall be responsible for the fire prevention program required by Section 1408 of the Fire Code of New York State and implementing the minimum safeguards for construction, alteration, and demolition operations that provide reasonable safety to life and property from fire during the Contractor's operations. Responsibilities also include developing and maintaining pre-fire plans per 1408.2, the training of the Contractor's workforce per 1408.3, maintenance of the fire protection equipment per 1408.4, supervising hot work operations per 1408.5, and implementing temporary impairment to existing fire protection systems per 1408.6 & 1408.7. This superintendent shall also provide

periodic written reports at the field meetings and respond to questions raised concerning compliance with Chapter 14 of the Fire Code of New York State.

D. Contractor shall comply with Labor Law Section 220-h; provide workers certified as having successfully completed the OSHA 10-hour construction safety and health course; and comply with applicable NYS DOL rules and regulations for monitoring and reporting compliance.

E. Temporary Fire Protection:

1). If the existing building is to be partially occupied during the course of the project, all existing exits and fire protection systems shall be continuously maintained in the occupied spaces/phases, or other measures must be taken which in the opinion of the College's Consultant and/or College will provide equal safety. Those portions occupied by the College must be available for their use 24hours a day, seven days a week during the contract period unless otherwise scheduled in these documents. Comply with all applicable State and Federal codes and regulations. The cost of all labor, fire watches, variances, materials, installations, maintenance and removal of such temporary fire protection systems or modifications to the existing systems are the responsibility of the Contractor.

F. Fire Watch Requirements:

1). If any of the work of the Contractor;

a) Disables any fire suppression systems, standpipes systems, fire alarm systems, fire detection systems, smoke control systems and/or smoke vents as defined in Chapter 9 of the Fire Code of New York State (FCNYS).
b) Involves welding, cutting, open torches and other hot work as defined in Chapter 26 of the FCNYS and/or involves demolition activities that are hazardous in nature as defined in Chapter 14 of the FCNYS.

Then the Contractor shall provide a fire watch or perform the work during the hours where the building is scheduled by the College to be closed, in accordance with Section 901.7 of the FCNYS, for structures that have campus occupancy.

2). If a fire watch is required, the Contractor shall provide all labor that is required. The Contractor shall:

a) Contact the New York State Department of State Office of Fire Prevention and Control (OFPC)at 41 State Street, Albany, NY 12231-0001, Phone: (518) 474-6746, Fax: (518) 474-3240, e-mail: fire@dos.state.ny.us and obtain its currently amended recommendation for fire watch procedures. Review the OFPC recommendations and notify the College's Consultant and/or College Representative if there are significant discrepancies with the requirements of this section.
b) Review the fire watch procedures with the College's alarm monitoring staff (University Police – 914-251-6900) and the fire department prior to disabling a fire protection system. Submit a plan for the fire watch for approval by the College's Consultant and/or College Representative, and schedule a pre-system shutdown meeting with the College's Consultant and/or College Representative.
c) Employ, instruct and maintain competent fire watch personnel. Provide the sufficient number of dedicated personnel that are required to patrol all portions of the means of egress system in the facility in the period of time required.
d) Notify University Police (UPD) prior to and at the conclusion of the fire watch.
e) Employ competent personnel to fix the fire protection system (see section 1.11 below).

3). Fire Watch Duties: Personnel serving as a fire watch have the following duties:

a) Conduct periodic patrols of the entire facility as specified below.
b) Identify any fire, life or property hazards.
c) Notify the UPD if a fire is discovered by call (914-251-6911), with the exact address and type of emergency.
d) Notify occupants of the facility of the need to evacuate. If sirens or public address function of the alarm system are still functional, use them to assist with evacuation of the building.

e) Have access to at least one means of direct communication with UPD. A cell phone is acceptable.
f) Maintain a written log of fire watch activities.
g) Have knowledge of the location and use of fire protection equipment, such as fire extinguishers. (Note: The fire watch will not perform fire-fighting duties beyond the scope of the ordinary citizen).
h) Perform no other duties that are not directly part of the fire watch duties.

4). Frequency of Inspections: Fire watch personnel should patrol the entire facility patrol every 30 minutes except in the following situations, where patrols shall be every 15 minutes:

a) The facility has people sleeping.

5). Record Keeping: A fire watch log should be maintained at the facility. The log should show the following:

a) Address of the facility.
b) Times that the patrol has completed each tour of the facility.
c) Name of the person(s) conducting the fire watch.
d) Records of communication(s) to the University Police.
e) Record of other information directed by the College's Consultant and/of the College Representative.

1.11 Modifications / Alterations to Campus Existing Fire Alarm Systems

A. The Campus standard for its fire alarm is the Edwards Fire Alarm System. Any contractor working on the Campus fire alarm system must be a licensed fire alarm installer. Any contractor working on adding to or modifying the existing fire alarm system's programming, must be certified to work on an Edwards Fire Alarm System and provide proof of that certification.

B. A Pre-Fire Alarm construction meeting will be required between the Contractor, their fire alarm sub-contractors, and the College's Representative prior to any fire alarm work occurring.

C. Contractor shall coordinate all modifications and/or alternations to the existing building's fire alarm systems with the College's Representative. If the work shall affect the existing fire alarm system in adjoining areas, the contractor must submit, in writing, their plan to protect and maintain the systems in the adjoining spaces, to the College's Representative for the College's review and approval, at least 72 hours in advance.

D. Where demolition and dust may impact existing fire alarm smoke heads, the contractor shall protect these heads prior to beginning any work and follow the College's protocol listed below. If smoke heads are protected during the day, while work is occurring, the Contractor must uncover these heads at the end of each work day before leaving the site. The area protected by covered smoke heads must be continuously monitored while the heads are covered. The fire alarm systems must be operational at all times during construction. In the event that there is a need to shut down the system, the Contractor must notify the College in writing at least 72 hours in advance and provide a Fire Watch for all of the areas affected by the shutdown during the times the systems are non-operational.

E. Where work will impact the existing fire alarm system, the contractor's site supervisor must follow the following protocol:
1) Contractor Supervisor to contact the College's University Police (251-6900) prior to beginning work for the day and let them know where work is occurring and which smoke heads are being covered or device made inoperable.
2) Cover smoke heads and make scheduled devices inoperable. Call University Police once heads are covered.
3) Contractor to perform scheduled work. The area must be continuously monitored while the smoke heads are covered.
4) At the end of the work day, Contractor Supervisor to College's University Police and let them know smoke head covers are being removed. It's strongly recommended that Contractor let's day's dust settle and clean around the devices prior to removing protective covers to avoid unintended activation.

Part 2 – Party Responsibilities

2.1 Information and Services Required of the College

A. Furnished Information: College shall furnish (if available) surveys, existing plans, or other required information describing physical characteristics, legal limitation and utility locations for the site of the Project, and a legal description of the site. These documents are for information purposes only. They are to be field verified by the Contractor for accuracy. The College will not be responsible if actual conditions vary from what is indicated on the documents. Plans will be released to awarded Bidder in PDF electronic format.

B. College's Right to Stop the Work: If Contractor fails to correct Work which is not in accordance with the requirements outlined, or fails to carry out Work in accordance with the Contract Documents, the College, by written order signed personally or by an agent specifically so empowered by the College in writing, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the College to stop the Work shall not give rise to a duty on the part of the College to exercise this right for the benefit of Contractor or any other person or entity.

C. College's Right to Carry Out the Work: If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) business-day period after receipt of written notice from College to commence and continue correction of such default or neglect with diligence and promptness, College may, without prejudice to other remedies College may have, correct such deficiencies. *College may offset* from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation for Consultant's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the College.

2.2 Information and Services Required of the Contractor

A. Review of Contract Documents: Contractor shall carefully study and compare the Contract Documents with each other and with the information furnished by the College, and shall at once report to the College Representative errors, inconsistencies or omissions discovered.

B. Review of Field Conditions: Contractor shall, *sufficiently in advance of undertaking the Work*, take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents. Errors, inconsistencies or omissions discovered shall be reported to the College Representative at once. *If Contractor performs any construction activity which involves an error, inconsistency or omission which Contractor knew of or should reasonably have known of, without notice to College, Contractor shall assume responsibility for such performance and shall bear all costs of correction.*

C. Construction Schedule: Contractor, promptly after being awarded the Contract, shall prepare and submit for College Representative, a Contractor's construction schedule for the Work.

Project Schedule shall include the following:

1). Contractor's work plan and/or schedule shall be sufficiently detailed to show clearly, in sequence, all salient features of the work of each trade including: the anticipated time of commencement and completion of such work and the interrelationship between such work, submission of Shop Drawings and Samples for approval, approval of Shop Drawings and Samples, placing of orders of materials, fabrication and delivery of materials, installation and testing of materials, contiguous or related work under other contracts, and other items pertinent to the work. The Notice to Proceed may be withheld until this schedule is received and is deemed responsive to the project requirements.

2). The proposed working plan and schedule shall be revised by the Contractor until they are satisfactory to the College and the Consultant, and the same shall be periodically updated bi-weekly thereafter. Whether or not the Consultant and the College have accepted the Project Schedule, submit the Project Schedule to the College and the Consultant for acceptance at such time or times as the College or the Consultant may request.

3). The proposed working plan and schedule, including any revision or revisions thereof, when accepted by both the College and the Consultant will become the Schedule of Record (SOR). The SOR, as the same

may be revised as stated above by the Contractor and accepted by the College and the Consultant, shall be strictly adhered to by the Contractor.

Milestone Dates & Summary Activities (example)

1) Notice to Proceed (Milestone Date)
2) Mobilization
3) Site Preparation & Foundations
4) Demolition
5) Substantial Completion (Milestone Date)
6) Start of Guarantee Period
7) Contract Completion Date (if different from above)
8) Final Completion - All punch list/outstanding items satisfied (Milestone Date)

D. Supervision:
   1). Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over *construction means*, methods, techniques, sequences and procedures *including safety programs and procedures*, and for coordinating all portions of the Work under the Contract.
   2). Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Contract. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
   3). Contractor shall be responsible for inspection of related portions of Work already performed, *as well as existing conditions,* to determine that such are in proper condition to receive subsequent Work.

E. Contractor shall be responsible to College for acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and other *persons or entities directly or indirectly employed by them* performing portions of the Work under a contract with Contractor

F. Cutting and Patchwork:
   1). Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
   2). Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying or load-deflection ratio.
   3). Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety (i.e., mechanical systems, plumbing, fire alarm, etc.).
   4). Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
   5). Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
   6). Dispose of demolished items and materials promptly.
   7). Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.
   8). Existing utilities services to the College must be maintained at all times. If the Contractor is required to affect these services in order to complete the Work, Contractor must obtain written permission from the College prior to this work (also see Special Requirements Section). Any damage or disruption of services shall need to be repaired immediately and at the Contractor's expense.

G. Hot Work Permits:
   1) If the work requires any Hot Work (including cutting, welding, Thermit welding, brazing, soldering (except soldering electronics or electrical components with an electric soldering iron or gun), grinding, thermal spraying, thawing pipe, installation of torch-applied roof systems or any other similar situation), the Contractor shall be required to obtain a Hot Work Permit issued by the College. The Contractor shall

request this through the College Representative, and be given a copy of the College's "Hot Work Guidelines and Permit Process" and the permit forms to be filled out. The Contractor must request, submit, and be given a permit before any Hot Work begins.

H. Cleaning Up:
1). Contractor shall *at all times* keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work Contractor shall remove from and about Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials.
2). If Contractor fails to clean up as provided in the Contract Documents, College may do so and the cost thereof shall be charged to Contractor.
3). If a dispute arises among Contractor, separate contractors and College as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described above, College may clean up and allocate the cost among those responsible

I. Access to Work: Contractor shall provide College access to *all portions of* the Work in preparation and progress wherever located.

J. Contractor's Coordination with the Utility Companies:
1). The Contractor shall coordinate and cooperate with utility companies, including scheduling the work of other trades to sequence with the work schedule required by the utility companies.
2). The Contractor shall pay all costs associated with the work of the utility companies for extension and connection to their services on both a temporary and permanent basis. For gas services, standard fees and special fees for the specified pressure are required.
3). The Contractor shall accept the form of contract proposed by the utility companies without exception.
4). The Contractor shall provide any riders, amendments, etc. to its own insurance policies that it deems proper to cover the work of utility companies in accordance with the agreement or to cover other liabilities that may arise from the contractor's relationship with the utility companies on this project.
5). The Contractor shall provide prompt payments to utility companies as required to advance their work, but accept payment for such work from the College in accordance with the Agreement.
6). This project includes work to be performed by the following utility companies:

NAME	Contact	Telephone number
Con Edison	Steven Bell	914-925-6157

2.3 Communications Protocol for Contract Administration

A. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, Contractor shall communicate through the College Representative to the College. Communications by and with College's consultants shall be through College Representative. Communications by and with Subcontractors and material suppliers shall be through Contractor.

Part 3 – Construction Administration Management

3.1 Project Meetings

A. Periodic job meetings will be scheduled by the Consultant and the University during the course of construction. The Contractor, and, upon request of the Consultant and the University, its principal subcontractors and manufacturer's representatives, shall attend such meetings and be prepared to furnish answers to questions on progress, workmanship, or any other subject on which the Consultant and the University might reasonably require information.

1) In addition to the requirements of the Agreement, the Contractor shall submit bi-weekly reports to the Consultant summarizing the last two weeks of work and next two weeks of work anticipated, listing the percent of work complete by trade, tabulating manpower utilized / projected, relevant shop drawing and

submittals progress, relevant offsite fabrication progress and providing other information which may be reasonably required to understand the progress of the work.

2) In addition to the above referenced meetings, the Contractor shall schedule and manage periodic coordination meetings at the site between it and all its trades, subcontractors, suppliers, manufacturers, etc. to settle the allotment of work per the Agreement and to review progress on submittals and shop drawing, progress on installation of the work, conflicts between work of trades, compliance with the design intent, adherence to the Contractor's schedule, quality control, planning for commissioning and training of campus personnel, and other items which require coordination and sharing of information. Representatives of the Consultant and the University may attend these meetings to observe and make comments. These meetings shall be held a minimum of once per month and more frequently where required to effectively coordinate the construction. The Contractor shall prepare and distribute summary minutes of these meetings within (5) five working days of the meeting, in accordance with the "Document Tracking and Change Control Paragraph" of this section. Distribution of the coordination meeting minutes shall be to all attendees with copies to the University and Consultant whether they are in attendance or not.

3) The personnel representing the Contractor and its principal subcontractors shall have the authority to make decisions directly affecting the work.

4) In addition to the above meetings, meet to review fire safety periodically during the work and, starting approximately (16) sixteen weeks prior to the scheduled date of substantial completion, the Contractor's principals, project manager and those of its significant subcontractors shall attend additional weekly meetings with the Owner and its consultant(s) to review the progress on preparing close out deliverables, including those in Sections Operating Instructions and Manuals, Warranties, and Training of Campus Personnel.

3.2 Requests for Information

A. In the event that the Contractor determines that some portion of the Drawings and Project Manual for the project requires clarification or interpretation by the Consultant, the Contractor shall submit a Request for Information (RFI) in writing to the Consultant. The Contractor shall create an RFI log in a format approved by the Consultant. Submit the RFI log to the consultant prior to each periodic Field Meeting. Update the RFI log to reflect comments received at the Field Meetings. The Contractor shall define the issue that requires clarification or interpretation in clear and concise language as follows:

1) The Contractor shall customize RFI forms and logs for this project and submit them to the Consultant for review and approval prior to submission of any RFIs.

2) Forms should include provisions for the Consultant's response, Contractor acceptance of response or rephrasing of question, and the Consultant's additional response if requested.

3) Forms should include provisions for locating the issue within the building, by room number, name and nearest columns.

4) RFIs shall confirm that reasonable locations for the information required have been reviewed and document those locations by specific references to the Drawings and Project Manual on the RFI.

5) The Contractor shall review the RFI for systemic or global implications, including review of other pending RFIs and work of other phases, so that the final RFI submitted represents a reasonable consolidation of similar requests.

6) The Contractor shall coordinate and review the RFIs originating from its trades, subcontractors, suppliers, manufacturers, etc. for compliance with this process, including polling them and meeting with them onsite to review the issue prior to its submission as an RFI. The Consultant may attend such meetings.

7) Contractor to coordinate response from Consultant with subcontractors.

8) The RFI shall contain a description of what the Contractor believes to be the intent of the design documents, with due regard to the Agreement, along with reasons why the RFI is required.

9) RFIs shall only be submitted on the approved forms.

10) RFIs that do not comply with the above requirements will be returned to the Contractor for revision and resubmission.

B. The Consultant will review all RFIs to determine whether they are RFIs within the meaning of this term as defined above. If the Consultant determines that the document submitted is not an RFI, it will be returned to the Contractor un-reviewed as to content, for resubmission in the proper manner and it will be removed from the RFI log.

C. The Consultant will respond to all RFIs within (10) ten business days of its receipt, unless the Consultant determines that a longer time is required for an adequate, coordinated response. If the longer response time is deemed necessary, the Consultant will notify the Contractor of that necessity and indicate when the response will be completed within (10) ten business days of its original receipt.

D. Based on projects of similar complexity, it is anticipated that there may be up to (15) fifteen RFIs on this project and that multiple responses may be required to adequately answer each RFI.

E. Responses to RFIs shall not change any requirements of the documents.

3.3 Notice of Non-Compliance

A. In the event the Consultant views the work or some portion thereof and finds that it has not been performed in accordance with the requirements of the contract documents, a Notice of Non-Compliance will be issued to the Contractor for action. Payment shall not be made for any portion of the work for which a Non-Compliance Notice has been issued and the work not corrected to the satisfaction of the Consultant.

B. Upon receipt of a Non-Compliance Notice the Contractor shall provide a written response to the Notice within ten (10) working days after receipt of the Notice. The Contractor's response shall detail either:

1) Why they believe that the work was performed in accordance with the contract documents, or,

2) What corrective action they intend to take, at their sole expense, to correct the non-conforming work.

C. Refer to the Agreement for Contractors contention to the decision.

3.4 Warranties

A. Provide warranties for products, equipment, systems and installations required by other technical sections of Contract Documents for duration indicated. Warranties shall be individually listed in the project specific submittal log required by Shop Drawings and Samples.

1) All warranties required by Contract Documents shall commence on date of Substantial Completion shown on Page a-1 of the Agreement.
   a). At no additional cost to the College, for products, equipment, systems and installations completed prior to the date of Substantial Completion, obtain and pay for warranty extensions that cover the additional time between the earlier date of their completion and the date of Substantial Completion.

2) Provide a list of all Contractor provided warranties that are specified in Divisions 1 through 48, inclusive, and list who will inspect the work covered by the warranty (if applicable), when it will be done, who witnessed it and when, results (pass/fail), follow up action, comments and other information requested by the Consultant.

a) Unless otherwise approved by the College, all inspections must be witnessed and signed off by the Consultant prior to acceptance of Contractor provided warranties that are specified in Divisions 1 through 48, inclusive.
b) The Consultant will reject a Warranty issued prior to or without the manufacturer's field inspection of the work, if required in Divisions 1 through 48, inclusive.

3) Unless otherwise approved by the Consultant and if required in Divisions 1 through 48, inclusive, the scheduled value of a Contractor provided warranty in the Contract Breakdown required by the Agreement shall be 5% of the amount of the work being warrantied.

4) Furnish and organize original warranties in a separate binder with a durable plastic cover. Organize the binder into separate sections by CSI number based on the table of contents of the project manual. Internally subdivide the binder contents with permanent page dividers, logically organized as described below, with tab titles clearly printed under reinforced laminated plastic tabs. Provide a printed Table of Contents.
    a) Warranties shall be in the form required by the applicable technical sections of Contract Documents. Include procedures to follow and required notifications for warranty claims.
    b) Warranty Certification: Written certification from the warrantor that the warranty is in effect and non-retractable due to any of the specified conditions. Warranties submitted without warranty certification will not be accepted.
    c) Deliver the binder to the Consultant with the written notice of Substantial Completion required by the Agreement.
5). For uncompleted work delayed beyond date of Substantial Completion, provide updated binder submittal within (10) ten days after acceptance, indicating date of acceptance as start of warranty period for any work delayed beyond date of Substantial Completion.

Applications for payment after the date of Substantial Completion may not be approved until the warranty certification and warranty documents are delivered to the Consultant.

End of Special Conditions for Construction

SECTION 210100 - FIRE PROTECTION GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All of the Contract Documents as listed on the Table of Contents and including General and Supplementary Conditions and Division 1 - General Requirements shall be included in and made part of this Section.

1.2 DESCRIPTION OF WORK

A. The General Conditions and Supplementary General Conditions are a part of this Division and are to be considered a part of this Contract.

B. Where items of the General Conditions and Supplementary General Conditions are repeated in other Sections of the Specifications, it is merely intended to qualify or to call particular attention to them. It is not intended that any other parts of the General Conditions and Supplementary General Conditions shall be assumed to be omitted if not repeated therein. This Section applies equally and specifically to all Contractors supplying labor and/or equipment and/or materials as required under each Section of this Division. Where conflicts exist between the drawings and the specifications or between this section of the specifications and other sections, the more stringent or higher cost option shall apply.

C. The work under this Contract shall include all labor, materials, tools, equipment, transportation, insurance, temporary protection, supervision and incidental items essential for proper installation and operation, even though not specifically mentioned or indicated on the drawings, but which are usually provided or are essential for proper installation and operation, of all systems as indicated on the drawings and specified herein.

D. The specifications and drawings describe the minimum requirements that must be met by the Fire Protection Subcontractor for the installation of all work as shown on the drawings and as specified herein under.

E. Coordinate work with that of all other Trades affecting or affected by the work of this Section. Cooperate with such Trades to assure the steady progress of all work under the Contract.

1.3 INTENT

A. It is the intent of the Contract Documents to require finished work, tested and ready for operation.

B. It is not intended that Contract Documents show every pipe, fitting and appurtenance; however, such parts as may be necessary to complete the systems in accordance with best trade practice and Code requirements and to Architect’s satisfaction shall be deemed to be included.

C. Drawings are diagrammatic and indicate the general arrangement of systems and work included in the Contract. DO NOT SCALE THE DRAWINGS.

1.4 DEFINITIONS

A. Words in the singular shall also mean and include the plural, wherever the context so indicates, and words in the plural shall mean the singular, wherever the context so indicates.

B. “Acceptable”: Acceptable, as determined in the opinion of the Architect.

C. The term “Acceptable equivalent” or “Equal”: Of weight, size, design, capacity and efficiency to meet requirements specified and shown, and of acceptable manufacturer, as determined in the opinion of the Architect.

D. "Accessible": Indicates ease of access with or without the use of ladders and without requiring extensive removal of other equipment, such as ductwork, piping, etc. to gain access. "Accessible ceiling" indicates acoustic tile type hung ceilings. Concealed spline or sheetrock ceilings with access panels shall not be considered accessible ceilings.

E. "Approved", or "Approval": Shall mean the written approval of the Architect.

F. "Architect": Shall refer to the Architect: “Phase Zero Design” and/or the Engineer "Innovative Engineering Services, LLC.”

G. “Concealed”: Hidden from site, embedded in masonry or other construction; or installed in furred spaces, trenches or crawl spaces; or installed within double partitions or hung ceilings; or in enclosures.

H. The term "Contract Documents": Shall mean the entire set of Drawings and Specifications as listed in the Table of Contents of the General Conditions including all bound and unbound material and all items officially issued to date such as addenda, bulletins, job modifications, etc.

I. “Contractor”: General Contractor.

J. The term "Directed", "Required", "Permitted", "Ordered", "Designated", "Prescribed", and similar words: Shall mean the direction, requirement, permission, order, designation or prescription of the Architect; the terms "Approved", "Acceptable", "Satisfactory", and similar words shall mean approved by, acceptable or satisfactory to the Architect; and, the terms "Necessary", "Reasonable", "Proper", "Correct", and similar words shall mean necessary, reasonable, proper or correct in the judgment of the Architect.

K. “Exposed”: Visible to building occupants, excluding mechanical room and utility tunnel locations.

L. The term “Furnish” or “Supply”: Shall mean purchase, deliver to, and off-load at the job site, ready to be installed including where appropriate all necessary interim storage and protection.

M. The term “Finished”: Refers to all rooms and areas to be specified to receive architectural treatment as indicated on the drawings. All rooms and areas not covered, including underground tunnels and areas above ceilings shall be considered not finished, unless otherwise noted.

N. The term “Indicated”: Refers to graphic representations, notes, or schedules on the Drawings, other paragraphs or schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help the reader locate the reference; no limitation on location is intended.

O. “Installed”: Shall mean set in place complete with all mounting facilities and connections as necessary ready for normal use or service.

P. "Material": Is used in the specifications it will mean any "Product", "Equipment", "Device", "Assembly", or "Item" required under the Contract, as indicated by trade or brand name, manufacturer's name, standard specification reference or other description.

Q. “Named” Product: Manufacturer’s name for product, as recorded in published documents of latest issue as of date of Contract Documents. Obtain Architect’s permission before using products of later or earlier model.

R. "Owner": Shall refer to the Owner: “Purchase College State University of New York” or designated representative.

S. "Other Work Contractor" (O.W.C.): Refers to the Contractor(s), or Subcontractor(s) performing work under other Sections of the Contract Documents.

T. "Fire Protection Subcontractor": Refers to the Subcontractor responsible for furnishing and installation of all work indicated on the Fire Protection drawings and in the Fire Protection specifications.

U. “Product”: Shall mean any item of equipment, material, fixture, apparatus, appliance or accessory installed under this Division.

V. "Provide": Is used in the specifications it will mean "Furnish" and "Install", "Connect", "Apply", Erect", "Construct", or similar terms, unless otherwise indicated in the specifications.

W. The term "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work

X. The term “Remove” means to disconnect from its present position, remove from the premises and to dispose of in a legal manner.

Y. The term "Shown on Drawings": Is used in the specifications, they shall mean "Noted", "Indicated", "Scheduled", "Detailed", or any other diagrammatic or written reference made on the drawings

Z. The term “Special Warranties” Are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

AA. "Specification": Shall mean all information contained in the bound or unbound volume, including all "Contract Documents" defined therein, except for the drawings.

BB. The term “Standard Product Warranties” Are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

CC. “Substitution”: Requests for changes in products, materials, equipment, and methods of construction proposed by the Contractor are considered requests for "Substitutions”.

DD. “Wiring”: Shall mean cable assembly, raceway, conductors, fittings and any other necessary accessories to make a complete wiring system.

EE. “Work”: Labor, materials, equipment, apparatus, controls and accessories required for proper and complete installation.

1.5 RELATED WORK

A. For work to be included as part of this Section, to be furnished and installed by the Fire Protection Subcontractor, refer to the following Sections:[j1]

1. Section 210513 Common Motor Requirements for Fire Suppression Equipment.
2. Section 210517 Sleeves and Sleeve Seals for Fire Suppression Piping.

3. Section 210518 Escutcheons for Fire-Suppression Piping.
4. Section 210523 General Duty Valves, Pipe, Fittings and Hangers for Fire Suppression Systems.
5. Section 210548 Vibration and Seismic Controls for Fire Suppression Piping and Equipment.
6. Section 210553 Identification for Fire Suppression Piping and Equipment.
7. Section 211100 Facility Fire Suppression Water-Service Piping
8. Section 211313 Wet Pipe Sprinkler Systems.
9. Section 211316 Dry Pipe Sprinkler Systems.

B. For work related to, and to be coordinated with the Fire Protection work, but not included in this Section and required to be performed under other designated Sections, see the following:
1. Division 1 Section “General Commissioning Requirements” for Fire Protection construction.
2. Division 4 Section “Masonry Work” for Fire Protection construction.
3. Division 7 Section “Firestopping”.
4. Division 7 Section “Caulking, Flashing, Waterproofing, Roofing and setting of Roof Drains”.
5. Division 8 Section “Access Panels”.
6. Division 9 Section “Painting”.

1.6 DRAWINGS

A. The Contract Drawings are diagrammatic only intending to show general runs and locations of the piping, equipment, systems equipment, etc. and not necessarily showing all required offsets, details and accessories and equipment to be connected. All work shall be accurately laid out with other Trades to avoid conflicts and to obtain a neat and workman like installation which will afford maximum accessibility for operation, maintenance and headroom.

B. Where discrepancies in scope of work as to what Trade provides items, such conflicts shall be reported to the Architect during bidding and prior to signing of the Contract. If such action is not taken, the Fire Protection Subcontractor shall furnish such items as part of his work as necessary, for complete and operable systems and equipment, as determined by the Architect.

C. The Fire Protection Subcontractor shall coordinate the installation of all equipment.

D. Where drawing details, plans, specification requirements and/or scheduled equipment capacities are in conflict or equipment are shown to be different between plans and/or between plans and riser diagrams, details or specifications, the most stringent requirement will be included in the Contract. Fire Protection systems and equipment called for in the specification and/or shown on the drawings shall be provided under this Contract as if it were required by both the drawings and specifications. However, prior to ordering or installation of any portion of work which appears to be in conflict, such work shall be brought to Architect's attention for direction as to what is to be provided.

1.7 CODES AND STANDARDS

A. All materials and workmanship shall comply with all applicable Codes, Specifications, Local and State Ordinances, Industry Standards and Utility Company Regulations, latest editions.

B. In case of difference between Building Codes, State Laws, Local Ordinances, Industry Standards and Utility Company Regulations and the Contract Documents, the Fire Protection Subcontractor shall promptly notify the Architect in writing of any such difference.

C. In case of conflict between the Contract Documents and the requirements of any Code or Authorities having jurisdiction, the most stringent requirements of the aforementioned shall govern.

D. Should the Fire Protection Subcontractor perform any work that does not comply with the requirements of the applicable Building Codes, State Laws, Local Ordinances, Industry Standards and Utility Company Regulations, he shall bear all costs arising in correcting the deficiencies, as approved by the Architect/Owner.

E. Applicable Codes and Standards shall include all State Laws, Local Ordinances, Utility Company Regulations, and the applicable requirements of the latest adopted edition of the following Codes and Standards, without limiting the number, as follows:

1. International Building Code Latest Adopted Edition and Amendments of The State of New York.
2. International Existing Building Code Latest Adopted Edition and Amendments of The State of New York.
3. International fire Code Latest Adopted Edition and Amendments of The State of New York.
4. The State of New York 2017 Uniform Code Supplement.
5. NFPA 13: Standards for the Installation of Sprinkler Latest Adopted Edition and Amendments of The State of New York.
6. NFPA 70: National Electrical Code Latest Adopted Edition and Amendments of The State of New York.
7. NFPA 72: National Fire Alarm Code Latest Adopted Edition and Amendments of The State of New York.
8. NFPA 101: Life Safety Code Latest Adopted Edition and Amendments of The State of New York.
9. Occupational Safety and Health Administration, (OSHA)
10. Department of Environmental Protection, (DEP)
11. Local Building Code.

F. In these specifications, references made to the following Industry Standards and Code Bodies are intended to indicate the latest volume or publication of the Standard. All equipment, materials and details of installation shall comply with the requirements and latest revisions of the following Bodies, as applicable:

ANSI:	American National Standards Institute
ASTM:	American Society of Testing Materials
FM:	Factory Mutual
NEMA:	National Electrical Manufacturers Association
UL:	Underwriters' Laboratories
IRI:	Industrial Risk Insurers
ISO:	Insurance Services Office
NBS:	National Bureau of Standards
NSC:	National Safety Council

1.8 PERMITS AND FEES

A. Fire Protection Subcontractor for the work in his scope of work shall give all necessary notices, obtain all permits, pay all governmental taxes, fees and other costs in connection with his work; file for necessary approvals with the jurisdiction under which the work is to be performed. Fire Protection Subcontractor shall obtain all required Certificates of Inspection for his respective work and deliver same to the Architect before request for acceptance of his portion of work is made and before final payment.

1.9 QUALITY ASSURANCE

A. The manufacturers listed within these specifications have been preselected for use on this project. No submittal will be accepted from a manufacturer other than specified.

B. Fire Protection Subcontractor shall furnish and install all equipment, accessories, connections and incidental items necessary to fully complete the work under his Contract for use, occupancy and operation by the Owner.

C. Where equipment of a substitute manufacturer differs from that specified and require different arrangement or connections from those shown, it shall be the responsibility of the Subcontractor responsible for the substitution to modify the installation of the equipment/system to operate properly and in harmony with the original intent of the drawings and specifications. When directed by the Architect, the Fire Protection Subcontractor shall submit drawings showing the proposed, substitute installation. If the proposed installation is accepted, the Fire Protection Subcontractor shall make all necessary changes in all affected related work provided under his and other Sections including location of roughing-in connections by other Trades, supports, etc. All changes shall be made at no increase in the Contract amount or additional cost to the Owner. The General Contractor shall be responsible to assure that the Subcontractor responsible for the substitution bears the cost arising to all other Trades as a result of the substitution.

D. Unless specifically indicated otherwise, all equipment and materials required for installation under these specifications shall be new, unused and without blemish or defect. Equipment and materials shall be products which will meet with the acceptance of the Authorities having jurisdiction over the work and as specified hereinbefore. Where such acceptance is contingent upon having the products listed and/or labeled by FM or UL or another testing laboratory, the products shall be so listed and/or labeled. Where no specific indication as to the type or quality of material or equipment is indicated, a first class standard article shall be provided.

1.10 SUBSTITUTIONS

A. Contractor shall pay Architect/Engineer for time spent reviewing substitution requests. Charges shall be $150/hour. Submittal of substitution request will be construed as evidence of Contractor's agreement to pay such charges, with no added cost to Owner.

B. Contractor's request for substitution may be submitted only after award of Contract. Requests shall be in writing on Contractor's letterhead and shall include:
   1. Contractor's detailed comparison of significant qualities between specified item and proposed substitution.
   2. Statement of effect on construction time, coordination with other affected work, and cost information or proposal.
   3. Contractor's statement to the effect that proposed substitution will result in overall work equal to, or better than, work originally intended.

C. Substitution requests will be considered: If extensive revisions to Contract Documents are not required; if changes are in keeping with general intent of Contract Documents; if submitted in timely and proper manner, fully documented; and if one or more of following conditions is satisfied; all as judged by Architect:
   1. Where request is directly related to "acceptable equivalent" clause, "or equal" clause or words of similar effect in Contract Documents.
   2. Where specified product, material or method cannot be provided within Contract Time; but not as a result of Contractor's failure to pursue the work promptly or to coordinate various activities properly.
   3. Where specified product, material or method cannot be provided in manner which is compatible with other materials of the work and where Contractor certifies that proposed substitution is compatible.

4. Where specified product, material or method cannot be properly coordinated with other materials of the work and where Contractor certifies that proposed substitution can be properly coordinated.
5. Where specified product, material or method cannot be warranted as required and where Contractor certifies that proposed substitution can be so warranted.
6. Where specified product, material or method cannot be used without adversely affecting Owner's insurance coverage on completed work and where Contractor certifies that proposed substitution can be so used.
7. Where specified product, material or method will encounter other substantial non-compliance, which are not possible to otherwise overcome except by using proposed substitution.
8. Where specified product, material or method cannot receive required approval by governing authority and proposed substitution can be so approved.
9. Where substantial advantage is offered to the Owner; in terms of cost, time, energy conservation or other valuable considerations; after deducting offsetting responsibilities that Owner may be required to bear, including additional compensation to Architect for redesign and evaluation services, increased cost of other work by Owner or separate contractors, and similar considerations.

D. The burden is upon the Contractor, supplier and manufacturer to satisfy Architect that:
1. Proposed substitute is equal to, or superior to, the item specified.
2. Intent of the Contract Documents, including required performance, capacity, efficiency, quality, durability, safety, function, appearance, space clearances and delivery date, will be equaled or bettered.

E. Submission of shop drawings of unspecified manufacturer or shop drawings at variance with the Contract Documents is not a proper request for substitution.

F. Changes in work of other trades, such as structural supports, which are required as a result of substitution and the associated costs for such changes, shall be the complete responsibility of Contractor proposing substitution. Except as noted in subparagraph 1.11.C.9 above, there shall be no additional expense to the Owner.

1.11 SUBMITTALS

A. Prepare and submit shop drawings in accordance with the requirements hereinbefore specified, and with Division 1 Section "Submittal Procedures" in the manner described therein, modified as noted hereinafter.

B. The selection and intention to use a product specified by name shall not excuse the need for timely submission of shop drawings for that product.

C. Prior to submitting shop drawings, submit for review preliminary list of intended or proposed manufacturers for all items for which shop drawings are required.

D. Submission of shop drawings of an unnamed manufacture or shop drawings at variance with the Contract Documents is not a proper request for substitution.

E. Samples that are submitted in lieu of shop drawings shall be clearly identified and shall be submitted in duplicate. Only one sample will be returned and that accepted sample shall be kept available at appropriate job site office. Accepted sample retained by Architect will be kept available at Architect's home office.

F. Upon completion of shop drawing review, shop drawings will be returned, marked with one of following notations: No Exception Taken, Revise as Noted, Revise and Resubmit, or Rejected. Only products

whose shop drawings are marked "No Exception Taken" or "Revise as Noted" shall be used on the project.

G. Submittals shall include the following information:
1. Descriptive and product data necessary to verify compliance with Contract Documents.
2. Manufacturer's specifications including materials of construction, metal gauge, thickness and finish.
3. Certified dimensional drawings including clearances required for maintenance or access.
4. Performance data, ratings, operating characteristics, and operating limits.
5. Electrical ratings and characteristics.
6. Wiring and control diagrams, where applicable.
7. Certifications requested, including UL label or listing.
8. List of accessories, which are required but are not being provided by the product manufacturer or are not being furnished under this Section. Identify the Section(s) under which the accessories are being furnished.

H. In addition, submittals shall be clearly marked for the following:
1. Specification Section and Paragraph, or Drawing Schedule/Note/Detail/etc., where equipment is specified.
2. Equipment or fixture identification corresponding to that used in Contract Documents.
3. Accessories and special or non-standard features and materials which are being furnished.

1.12 PRODUCT SELECTION

A. Contractor's options for selecting products are limited by Contract Document requirements and governing regulations and are not controlled by industry traditions or procedures experienced by Contractor on previous construction projects. Required procedures include, but are not necessarily limited to, following various methods of specifying:
1. Single Product Manufacturer Named: Provide product indicated. Advise Architect, and obtain instructions before proceeding, when named product is known to be unacceptable or not feasible.
2. Two or More Manufacturers' Products Named: Provide one of the named products, at Contractor's option, but excluding products which do not comply with requirements. Do not provide, nor offer to provide, an unnamed product unless named products do not comply with requirements or are not feasible.
3. "Acceptable Equivalent" or "Or Equal": Where named products are accompanied by this term or words of similar effect, provide named products or propose substitute product according to paragraph 1.10, SUBSTITUTIONS.
4. Standards, Codes and Regulations: Where specification requires only compliance with a standard, code or regulation, Contractor may select any product which complies with requirements of that standard, code or regulation.
5. Performance Requirements: Provide products which comply with specific performances indicated and which are recommended by manufacturer (in published product literature or by individual certification) for application intended. Overall performance of product is implied where product is specified with only certain specific performance requirements.
6. Prescriptive Requirements: Provide products which have been produced in accordance with prescriptive requirements using specified materials and components, and complying with specified requirements for fabricating, finishing, testing and other manufacturing processes.
7. Visual Matching: Where matching with an established material is required, Architect's judgment of whether proposed product matches established material shall be final. Where product specified does NOT match established material, propose substitute product according to paragraph 1.10, SUBSTITUTIONS. Follow requirements for CHANGE ORDERS, also, if matching product within cost category of specified product is not available.

8. "Color as Selected by Architect": Unless otherwise noted, where specified product requirements include "Color as Selected by Architect" or words of similar effect, the selection of manufacturer and basic product complying with Contract Documents is Contractor's option and subsequent selection of color is Architect's option.

B. Inclusion by name, of more than one manufacturer or fabricator, does not necessarily imply acceptability of standard products of those named. All manufacturers, named or proposed, shall conform, with modification as necessary, to criteria established by contract documents for performance, efficiency, materials and special accessories.

1.13 COORDINATION DRAWINGS

A. Before materials are purchased, fabricated or work is begun, each Subcontractor shall prepare and obtain approval of coordination drawings, and sections for all floors/areas, including buried system/services, resulting in one (1) set of all-Trade-composite at 3/8" scale drawings, showing the size and location of all equipment, in the manner described herein under General Requirements. Architects review and approval of coordination drawings must be obtained prior to any fabrication or installation of any equipment or systems.

B. The coordination drawings shall be generated from a computer CAD program compatible with AutoCAD Release 2013, in DWG or DXF format. The Fire Protection Subcontractor shall take the lead, supervise, and coordinate production of coordinated layout drawings, to show and coordinate all equipment. These drawings shall then be circulated to the Plumbing and HVAC Subcontractor so that he can indicate all his work as directed by the General Contractor and Architect and as required, to result in a fully coordinated installation.

C. All costs associated with all aspects of coordination drawings, regardless as to how long they take to produce and how many times they have to be redrawn, shall be borne by the Fire Protection Subcontractor.

D. The Fire Protection Subcontractor may purchase the Fire Protection AutoCAD computer drawing files from the Fire Protection Contract set on disk or via modem from the Engineer at the nominal cost of $500.00, if he so chooses.

1.14 COORDINATION OF WORK WITH OTHER TRADES

A. The Fire Protection Subcontractor shall compare his drawings and specifications with those of other Trades as well as the Architectural drawings and specifications, and report any discrepancies between them to the Architect and obtain from the Architect written instructions for changes necessary in the Fire Protection work.

B. Coordinate work with that of all other Trades affecting or affected by the work of this Section. Cooperate with such Trades to assure the steady progress of all work under the Contract.

C. All work shall be installed in cooperation with other Trades installing interrelated work. Before installation, Fire Protection Subcontractor shall make proper provisions to avoid interferences in a manner approved by the Architect. All changes required in the work of the Fire Protection Subcontractor or that of any other trade caused by the Fire Protection Subcontractor's neglect, shall be made by him at his own expense, to the Architect's satisfaction.

D. The Fire Protection Subcontractor must include in his bid sufficient dollar amounts to coordinate the work of this Contract. This project is complex and will require additional time to coordinate all Trades and allow implementation of the Owners Standards and maintenance serviceability requirements. This requirement shall include, but not be limited to, producing the coordination drawings, as many times and as many drawings as required, to ensure serviceability of equipment, as approved by the Architect.

E. Locations of ductwork and piping distribution, equipment, systems, etc. shall be adjusted to accommodate the work with interferences anticipated and encountered. The Fire Protection Subcontractor shall determine the exact routing and location of his systems prior to fabrication or installation of any system component. Accurate measurements and coordination drawings shall be completed to verify dimensions and characteristics of the various systems installations.

F. Lines which pitch shall have the right-of-way over those which do not pitch. For example, steam piping shall normally have the right-of-way. Lines whose elevations cannot be changed shall have the right-of-way over lines whose elevations can be changed.

G. Offsets, transitions and changes of direction in all systems shall be made as required to maintain proper headroom and pitch of sloping lines whether or not indicated on the drawings. The Fire Protection Subcontractor shall provide elbows, fittings, offsets in piping, etc. as required for his work to affect these offsets, transitions and changes in direction.

H. All work shall be installed in a way to permit removal (without damage to other parts) all other system components provided under this Contract requiring periodic replacement or maintenance. All work shall be done to allow easy access for maintaining equipment. The Owner and Engineer will require proof via the preparation of large scale sections and part plans that pull and junction boxes, etc. are accessible after the work is completed. Any items in the field discovered to be in non-compliance shall be removed and relocated, as required, and as directed by the Architect.

I. Any equipment shown on the Fire Protection and/or Architectural drawings to be provided with services shall be included under this Contract as applicable to make equipment complete and operable. Additional equipment, etc., shall be provided to accomplish the above requirement, as required, all as part of this Contract, at no extra cost to the Owner. This requirement necessitates that the Fire Protection Subcontractor review the Architectural drawings and the drawings of other Trades during bidding to ascertain the extent of all requirements, and interface between the Trades and scope of work.

J. The Fire Protection Subcontractor shall coordinate his work with other Trades' work so that all equipment and systems can be easily, safety and properly serviced and maintained. It is imperative that service personnel can safely access all equipment. Provide safety rails, steps, ladders, valve chains, handle extensions, etc. as required, in addition to the ones shown on the drawings, to ensure safe and easy access to all equipment is provided in a manner approved by the Architect.

1.15 WARRANTY

A. Attention is directed to provisions of the General Requirements and Supplementary General Requirements regarding and warranties for work under this Contract.

B. All warranties shall begin on the Date of Substantial Completion of the entire project or the Owner’s acceptance of the workmanship and/or material covered by the warranty, whichever is later. The warranty coverage shall continue for the specified period. Refer to individual specification sections for warranty period. If no specific warranty period is specified, the warranty shall extend for a minimum of 365 days.

C. Manufacturers shall provide their standard warranties for work under the Fire Protection Trades. However, such warranties shall be in addition to, and not in lieu of, all other liabilities which the manufacturer and Fire Protection Subcontractor may have by law or by other provisions of the Contract Documents.

D. All materials, items of equipment and workmanship furnished under the Fire Protection Section shall carry the standard warranty against all defects in material and workmanship. Any fault due to defective or improper material, equipment, workmanship or design which may develop shall be made good, forthwith, by and at the expense of the Fire Protection Subcontractor for the work under his Contract, including all other damage done to areas, materials and other systems resulting from this failure.

E. The Fire Protection Subcontractor shall warranty that all elements of the systems which are to be provided under his Contract, are of sufficient capacity to meet the specified performance requirements as set forth herein or as indicated.

F. Upon receipt of notice from the Owner or Architect of failure of any part of the systems or equipment during the warranty period, the affected part or parts shall be replaced by the Fire Protection Subcontractor for his work or any other work affected by the failure(s).

G. Fire Protection Subcontractor shall furnish, before the final payment is made, a written warranty covering the above requirements in accordance with the General Requirements.

1.16 THE SUBCONTRACTOR

A. The Fire Protection Subcontractor shall visit the site of the proposed new facility and base his bids from his own site examinations and estimates. The Fire Protection Subcontractor shall not hold the Architect, Engineer, Owner or their agents or employees responsible for, or bound by, any schedule, estimate or of any plan thereof. The Fire Protection Subcontractor shall study the Contract Documents included under this Contract to determine exactly the extent of work provided under this Contract, as well as to ascertain the difficulty to be encountered in performing the work, in installing new equipment and systems and coordinating the work with the other Trades and existing building conditions.

B. The Fire Protection Subcontractor shall faithfully execute his work according to the terms and conditions of the Contract and specifications, and shall take all responsibility for and bear all losses resulting to him in the execution of his work.

C. The Fire Protection Subcontractor shall be responsible for the location and performance of work provided under his Contract as indicated on the Contract Documents. All parties employed directly or indirectly by the Fire Protection Subcontractor shall perform their work according to all the conditions as set forth in these specifications.

D. The Fire Protection Subcontractor shall furnish all materials and do all work in accordance with these specifications, and any supplementary documents provided by the Architect. The work shall include everything shown on the drawings and/or required by the specifications as interpreted by the Architect, regardless of where such information is indicated in the Contract Documents (Architectural, Electrical, Plumbing, HVAC, etc.). Unless specifically indicated otherwise, all work and materials furnished and installed shall be new, unused and of the best quality and workmanship. The Fire Protection Subcontractor shall cooperate with the Architect so that no error or discrepancy in the Contract Documents shall cause defective materials to be used or poor workmanship to be performed.

1.17 COORDINATION OF WORK

A. The Fire Protection Subcontractor shall compare his drawings and specifications with those of other Trades as well as the Architectural drawings and specifications, and report any discrepancies between them to the Architect and obtain from the Architect written instructions for changes necessary in the Fire Protection work.

B. Coordinate work with that of all other Trades affecting or affected by the work of this Section. Cooperate with such Trades to assure the steady progress of all work under the Contract.

C. All work shall be installed in cooperation with other Trades installing interrelated work. Before installation, Fire Protection Subcontractor shall make proper provisions to avoid interferences in a manner approved by the Architect. All changes required in the work of the Fire Protection Subcontractor or that of any other trade caused by the Fire Protection Subcontractor's neglect, shall be made by him at his own expense, to the Architect's satisfaction.

D. The Fire Protection Subcontractor must include in his bid sufficient dollar amounts to coordinate the work of this Contract. This project is complex and will require additional time to coordinate all Trades and allow implementation of the Owners Standards and maintenance serviceability requirements. This requirement shall include, but not be limited to, producing the coordination drawings, as many times and as many drawings as required, to ensure serviceability of equipment, as approved by the Architect.

E. Locations of ductwork and piping distribution, equipment, systems, etc. shall be adjusted to accommodate the work with interferences anticipated and encountered. The Fire Protection Subcontractor shall determine the exact routing and location of his systems prior to fabrication or installation of any system component. Accurate measurements and coordination drawings shall be completed to verify dimensions and characteristics of the various systems installations.

F. Lines which pitch shall have the right-of-way over those which do not pitch. For example, steam piping shall normally have the right-of-way. Lines whose elevations cannot be changed shall have the right-of-way over lines whose elevations can be changed.

G. Offsets, transitions and changes of direction in all systems shall be made as required to maintain proper headroom and pitch of sloping lines whether or not indicated on the drawings. The Fire Protection Subcontractor shall provide elbows, fittings, offsets in piping, etc. as required for his work to affect these offsets, transitions and changes in direction.

H. All work shall be installed in a way to permit removal (without damage to other parts) all other system components provided under this Contract requiring periodic replacement or maintenance. All work shall be done to allow easy access for maintaining equipment. The Owner and Engineer will require proof via the preparation of large scale sections and part plans that pull and junction boxes, etc. are accessible after the work is completed. Any items in the field discovered to be in non-compliance shall be removed and relocated, as required, and as directed by the Architect.

I. The Contract Drawings are diagrammatic only intending to show general runs and locations of the ductwork, piping, equipment, systems equipment, etc. and not necessarily showing all required offsets, details and accessories and equipment to be connected. All work shall be accurately laid out with other Trades to avoid conflicts and to obtain a neat and work-man-like installation which will afford maximum accessibility for operation, maintenance and headroom.

J. Where discrepancies in scope of work as to what Trade provides items, such conflicts shall be reported to the Architect during bidding and prior to signing of the Contract. If such action is not taken, the Fire Protection Subcontractor shall furnish such items as part of his work as necessary, for complete and operable systems and equipment, as determined by the Architect.

K. The Fire Protection Subcontractor shall coordinate the installation of all equipment.

L. Where drawing details, plans, specification requirements and/or scheduled equipment capacities are in conflict or equipment are shown to be different between plans and/or between plans and riser diagrams, details or specifications, the most stringent requirement will be included in the Contract. Fire Protection systems and equipment called for in the specification and/or shown on the drawings shall be provided under this Contract as if it were required by both the drawings and specifications. However, prior to ordering or installation of any portion of work which appears to be in conflict, such work shall be brought to Architect's attention for direction as to what is to be provided.

M. Any equipment shown on the Fire Protection and/or Architectural drawings to be provided with services shall be included under this Contract as applicable to make equipment complete and operable. Additional equipment, etc., shall be provided to accomplish the above requirement, as required, all as part of this Contract, at no extra cost to the Owner. This requirement necessitates that the Fire Protection Subcontractor review the Architectural drawings and the drawings of other Trades during bidding to ascertain the extent of all requirements, and interface between the Trades and scope of work.

N. The Fire Protection Subcontractor shall coordinate his work with other Trades' work so that all equipment and systems can be easily, safety and properly serviced and maintained. It is imperative that service personnel can safely access all equipment. Provide safety rails, steps, ladders, valve chains, handle extensions, etc. as required, in addition to the ones shown on the drawings, to ensure safe and easy access to all equipment is provided in a manner approved by the Architect.

1.18 GIVING INFORMATION

A. Fire Protection Subcontractor shall keep himself fully informed as to the shape, size and position of all openings required for his apparatus and shall give information to the General Contractor and other Subcontractors sufficiently in advance of the work so that all openings may be built in advance.

1.19 EQUIPMENT AND MATERIALS

A. Equipment and materials shall be delivered to the site and stored in original sealed containers, suitably sheltered from the elements, but readily accessible for inspection by the Architect until installed. All items subject to moisture damage such as controls shall be stored in dry, heated spaces.

B. Equipment shall be tightly covered and protected against dirt, water, and chemical or mechanical injury and theft. At the completion of the work, equipment and materials shall be cleaned and polished thoroughly and turned over to the Owner in a condition satisfactory to the Architect. Damage or defects that develop before acceptance of the work shall be made good at the Fire Protection Subcontractor's expense.

C. The Fire Protection Subcontractor shall make necessary field measurements to ascertain space requirements, for equipment and connections to be provided under his respective trade and shall furnish and install such sizes and shapes of equipment to allow for the final installation to conform to the drawings and specifications.

D. Manufacturer's directions shall be followed completely in the delivery, storage, protection and installation. Promptly notify the Architect in writing of any conflict between any requirements of the Contract Documents and the manufacturer's directions. Obtain the Architect's written instructions before proceeding with the work. Should Fire Protection Subcontractor perform any work that does not comply with the manufacturer's directions or written instructions from the Architect, he shall bear all costs arising in correcting any deficiencies that should arise.

E. All equipment of one type shall be the products of one manufacturer.

F. Equipment pre-purchased by the General Contractor on behalf of the Owner or by the Owner himself, if assigned to the Fire Protection Subcontractor, shall be received, installed, tested, etc., as if the equipment was purchased by the Fire Protection Subcontractor. All guarantees, service contracts, etc., shall be the same as for all other equipment provided under this Contract.

1.20 USE OF PREMISES

A. The Fire Protection Subcontractor shall confine all apparatus, storage of materials and construction to the limits as directed by the Architect and he shall not encumber the premises with his materials. The Fire Protection Subcontractor shall be held responsible for repairs, patching, or cleaning arising from any unauthorized use of premises.

B. Notwithstanding any approvals or instructions which must be obtained by the Fire Protection Subcontractor from the Architect in connection with the use of the premises, the responsibility for the safe working conditions at the site shall remain that of the Fire Protection Subcontractor. The Architect,

Engineer or Owner shall not be deemed to have any responsibility or liability in connection with safe working conditions at the site.

1.21 PROTECTION

A. Materials, equipment, etc., shall be properly protected during construction and all conduit openings shall be temporarily closed so as to prevent obstruction and damage. Post notice prohibiting the use of all systems provided under the Fire Protection Contract, prior to completion of work and acceptance of all systems by the Owner except as otherwise, instructed by Architect. Take precautions to protect all materials furnished from damage and theft.

B. The Fire Protection Subcontractor shall furnish, place and maintain proper safety guards for the prevention of accidents that might be caused by the workmanship, materials, equipment or Fire Protection systems provided under his Contract.

1.22 DAMAGE TO OTHER WORK

A. The Fire Protection Subcontractor shall be held responsible and shall pay for all damages caused by his work to the building structures, equipment, systems, etc., and all work and finishes installed under this Contract. Repair of such damage shall be done by the General Contractor at the expense of the Fire Protection Subcontractor, to the Architect's satisfaction.

1.23 CORRECTION OF WORK

A. The Fire Protection Subcontractor shall promptly correct all work provided under his Contract and rejected by the Architect as defective or as failing to conform to the Contract Documents, whether observed before or after completion of work, and whether or not fabricated, installed or completed.

1.24 EXTRA WORK

A. No claim for extra work will be allowed unless it is authorized by the Architect before commencement of the extra said work.

1.25 TOUCH-UP PAINTING

A. All equipment and systems shall be thoroughly cleaned of rust, splatters and other foreign matter of discoloration leaving every part of all systems in an acceptable prime condition. The Fire Protection Subcontractor for the work under his Contract shall refinish and restore to the original condition all equipment which has sustained damage to the manufacturer's prime and finish coats of paint and/or enamel during the course of construction, regardless of the source of damage.

1.26 PARTS LIST AND INSTRUCTIONS FOR OPERATION AND MAINTENANCE

A. The Fire Protection Subcontractor shall thoroughly instruct the Owner, to the complete satisfaction of the Architect, in the proper operation of all systems and equipment provided by him. The Fire Protection Subcontractor shall make arrangements, via the Architect, as to whom the instructions are to be given in the operation of the basic and auxiliary systems and the period of time in which they are to be given. The Architect shall be completely satisfied that the Owner has been thoroughly and completely instructed in the proper operation of all systems and equipment before final payment is made. If the Architect determines that complete and thorough instructions have not been given by the Fire Protection Subcontractor to the Owner's representative, then the Fire Protection Subcontractor shall be directed by the Architect to provide whatever instructions are necessary until the intent of this specification has been complied with.

B. Fire Protection Subcontractor shall submit to the Architect for approval, the required typed sets (see General Conditions and Division 1) bound neatly in loose-leaf binders, of all instructions for the installation, operation, emergency operation, start-up, care and maintenance of all equipment and systems (including instructions for the ordering and stocking of spare parts for all equipment installed under this Contract). The lists shall include part numbers and suggested supplier. Each set shall also include an itemized list of component parts that should be kept on hand and where such parts can be purchased.

C. Information shall indicate possible problems with equipment and suggested corrective action. The manuals shall be indexed for each type of equipment. Each section shall be clearly divided from the other sections. A sub-index for each section shall also be provided. The methodology of setting-up the manuals shall be submitted to the Architect and Owner for review prior to final submission of manuals.

1.27 MANUFACTURER'S REPRESENTATIVE

A. The Fire Protection Subcontractor shall provide, at the appropriate time or as directed by Architect, the on-site services of a competent factory trained Engineer of the manufacturer of specific equipment, to inspect, test, adjust and place in proper operating condition any and all items of the same manufacturer. No additional compensation will be allowed for such services. A written report shall be issued by the particular manufacturer with his findings for the Architect's record.

1.28 RECORD DRAWINGS/AS-BUILT DRAWINGS

A. The Fire Protection Subcontractor shall maintain current at the site a set of his drawings on which he shall accurately show the actual installation of all work provided under his Contract indicating hereon any variation from the Contract Drawings, in accordance with the General Conditions and Division 1. Changes, whether resulting from formal change orders or other instructions issued by the Architect, shall be recorded. Include changes in sizes, location, and dimensions of equipment, etc.

B. The Fire Protection Subcontractor shall indicate progress by coloring-in equipment and associated appurtenances exactly as they are erected. This process shall incorporate both the changes noted above and all other deviations from the original drawings whether resulting from job conditions encountered or from any other causes.

C. The marked-up and colored-up prints will be used as a guide for determining the progress of the work installed. They shall be inspected periodically by the Architect and Owner and they shall be corrected immediately if found either inaccurate or incomplete. This procedure is mandatory.

D. At the completion of the job, these prints shall be submitted to the General Contractor and then to the Architect for final review and comment. The prints will be returned with appropriate comments and recommendations. These corrected prints, together with corrected prints indicating all the revisions, additions and deletions of work, shall form the basis for preparing a set of As-built Record Drawings.

E. The Fire Protection Subcontractor shall be responsible for generating as-built Record Drawings utilizing CAD based documents in AutoCAD Release 2000 DWG or DXF format. A bound set of plans, as well as the computer files, on disk, shall be turned over to the Architect for review. After acceptance of the as-built documents by the Architect, the Fire Protection Subcontractor shall make any corrections necessary to the as-built documents and prepare one reproducible set of drawings as well as bound blueprint set(s) (quantity as determined by the Architect) for distribution to the Owner via the Architect.

F. The Fire Protection Subcontractor may use the computer drawing files used for coordination drawings or purchase the Engineers most recently updated computer drawing files at a nominal charge of $500.00 per drawing file. The updated drawings may not include all changes made during the course of construction and it shall be the Fire Protection Subcontractors responsibility to update the as-built documents to include all changes brought forth to the project resulting from bulletins, request for information (RFI's), change orders, etc. The Fire Protection Subcontractor may review the Engineers latest computer files for

completeness prior to purchase, however the Engineer will not be responsible for updating the computer files.

G. Included with the above shall be a complete drawing list and a standard layering system, which shall be required to be maintained within the as-built Record CAD documents.

H. The Fire Protection Subcontractor shall be issued bulletins in the same manner as the original Design Documents described above.

I. The as-built CAD documents required shall be in addition to other requirements stated elsewhere.

1.29 SAMPLES

A. Submit samples as requested by Architect.

1.30 GENERAL PRODUCT REQUIREMENTS

A. Products shall be undamaged and unused at time of installation and shall be complete with accessories, trim, finish, safety guards and other devices and details needed for complete installation and for intended use.

B. Where available, products shall be standard products of types which have been produced and use previously and successfully on other projects and in similar applications.

C. Where products by their nature and their use are likely to need replacement parts on future date, for maintenance and repair or replacement work, products shall be standard domestically produced products likely to have such parts available to Owner in future.

D. Labels and stamps which are required for observation after installation shall be located on accessible surfaces which, in occupied spaces, are not conspicuous. Other labels and stamps shall be located on concealed surfaces.

1.31 COOPERATION AND WORK PROGRESS

A. The Fire Protection work shall be carried on under the usual construction conditions, in conjunction with all other work at the site. The Fire Protection Subcontractor shall cooperate with the Architect, General Contractor, all other Subcontractors and equipment suppliers working at the site. The Fire Protection Subcontractor shall coordinate the work and proceed in a manner so as not to delay the progress of the project.

B. The Fire Protection Subcontractor shall coordinate his work with the progress of the building and other Trades so that he will complete his work as soon as conditions permit and such that interruptions of the building functions will be at a minimum. Any overtime hours worked or additional costs incurred due to lack of or improper coordination with other Trades or the Owner by the Fire Protection Subcontractor, shall be assumed by him without any additional cost to the Owner.

C. The Fire Protection Subcontractor shall furnish information on all equipment that is furnished under this Section but installed under another Section to the installing Subcontractor as specified herein.

D. The Fire Protection Subcontractor shall provide all materials, equipment and workmanship to provide for adequate protection of all Fire Protection equipment during the course of construction of the project. This shall also include protection from moisture and all foreign matter. The Fire Protection Subcontractor shall also be responsible for damage which he causes to the work of other Trades, and he shall remedy such injury at his own expense.

E. Waste materials shall be removed promptly from the premises. All material and equipment stored on the premises shall be kept in a neat and orderly fashion. Material or equipment shall not be stored where exposed to the weather. The Fire Protection Subcontractor shall be responsible for the security, safekeeping and damages, including acts of vandalism, of all material and equipment stored at the job site.

F. The Fire Protection Subcontractor shall be responsible for unloading all Fire Protection equipment and materials delivered to the site. This shall also include all large and heavy items or equipment which require hoisting. Consult with the General Contractor for hoisting/crane requirements. During construction of the building, the Fire Protection Subcontractor shall provide additional protection against moisture, dust accumulation and physical damage of the main service and distribution equipment. This shall include furnishing and installing temporary heaters within these units, as approved, to evaporate excessive moisture and ventilate it from the room, as may be required.

G. It shall be the responsibility of the Fire Protection Subcontractor to coordinate the delivery of the Fire Protection equipment to the project prior to the time installation of equipment will be required; but he shall also make sure such equipment is not delivered too far in advance of such required installation, to ensure that possible damage and deterioration of such equipment will not occur. Such equipment stored for an excessively long period of time (as determined in the opinion of the Architect) on the project site prior to installation may be subject to rejection by the Architect.

H. The Fire Protection Subcontractor shall erect and maintain, at all times, necessary safeguards for the protection of life and property of the Owner, Workmen, Staff and the Public.

I. Prior to installation, the Fire Protection Subcontractor has the responsibility to coordinate the exact mounting arrangement and location of Fire Protection equipment to allow proper space requirements as indicated in the NEC. Particular attention shall be given in the field to group installations. If it is questionable that sufficient space, conflict with the work of other Subcontractors, architectural or structural obstructions will result in an arrangement which will prevent proper access, operation or maintenance of the indicated equipment, the Fire Protection Subcontractor shall immediately notify the Contractor and not proceed with this part of the Contract work until definite instructions have been given to him by the Architect.

J. The Fire Protection Subcontractor shall obtain from the Plumbing, HVAC and Electrical Subcontractors copies of all shop drawing prints showing the ductwork and piping installation as they will be put in place on the project. These drawings shall be thoroughly checked by the Fire Protection Subcontractor be coordinated with the work of other trades so as to prevent any installation conflict.

1.32 INSTALLATION

A. General:

1. Unless specifically noted or indicated otherwise, all equipment and material specified in Division 21 of this specification or indicated on the drawings shall be installed under this Contract whether or not specifically itemized herein. This Section covers particular installation methods and requirements peculiar to certain items and classes or material and equipment.
2. The Fire Protection Subcontractor shall obtain detailed information from manufacturers of equipment as to proper methods of installation.
3. The Fire Protection Subcontractor shall obtain final roughing dimensions and other information as needed for complete installation of items furnished under other Sections or furnished by the Owner.
4. The Fire Protection Subcontractor shall keep fully informed of size, shape and position of openings required for material and equipment provided under this and other Sections. Ensure that openings required for work of this Section are coordinated with work of other Sections. Provide cutting, coring and patching as necessary.

5. All miscellaneous hardware and support accessories, including support rods, nuts, bolts, screws and other such items, shall be of a galvanized or cadmium plated finish or of another approved rust-inhibiting coating.
6. Throughout this Section where reference is made to steel channel supports, it shall be understood to mean that the minimum size shall be 1 5/8" mild strip steel with minimum wall thickness of 0.105", similar to Unistrut P1000 or equal products manufactured by Kindorf or Husky Products Co.

1.33 MATERIALS AND WORKMANSHIP

A. All materials and equipment shall be new and unused and shall meet requirements of the latest Standards of NEMA, UL, IPCEA, ANSI and IEEE. Equipment shall have components required or recommended by OSHA, applicable NFPA documents and shall be UL listed and labeled.

B. Despite references in the specifications or on the drawings to materials or pieces of equipment by name, make or catalog number, such references shall be interpreted as establishing standards of quality for materials and performance.

C. Finish of materials, components and equipment shall not be less than Industry good practice. When material or equipment is visible or subject to corrosive or atmospheric conditions, the finish shall be as approved by the Architect.

D. Provide proper access to material or equipment that requires inspection, replacement, repair or service. If proper access cannot be provided, confer with the Architect as to the best method of approach to minimize effects of reduced access.

E. All work shall be installed in a neat and workmanlike manner and shall be done in accordance with all Local and State Codes.

F. The Owner will not be responsible for material, equipment or the installation of same before testing and acceptance.

1.34 CLEANING

A. This Section of the specifications shall include the cleaning of all equipment on a day-to-day basis and final cleaning of all Fire Protection equipment prior to turning building over to the Owner. All necessary cleaning referred to herein shall be cleaned to the satisfaction of the Architect.

1.35 FINAL INSPECTION

A. When all Fire Protection work on the project has been completed and is ready for final inspection, such an inspection shall be made. At this time, and in addition to all other requirements in the Contract Documents, the Fire Protection Subcontractor, for the work under this Contract, shall demonstrate that the requirements of these specifications have been met to the Architect's satisfaction.

END OF SECTION 210100

SECTION 210513 - COMMON MOTOR REQUIREMENTS FOR FIRE SUPPRESSION EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general requirements for single-phase and polyphase, general-purpose, horizontal, small and medium, squirrel-cage induction motors for use on ac power systems up to 600 V and installed at equipment manufacturer's factory or shipped separately by equipment manufacturer for field installation.

B. Related Sections:
1. Section 210100 - Fire Protection General Requirements.
2. Section 211316 – Dry-Pipe Sprinkler Systems.

1.3 COORDINATION

A. Coordinate features of motors, installed units, and accessory devices to be compatible with the following:

1. Motor controllers.
2. Torque, speed, and horsepower requirements of the load.
3. Ratings and characteristics of supply circuit and required control sequence.
4. Ambient and environmental conditions of installation location.

PART 2 - PRODUCTS

2.1 GENERAL MOTOR REQUIREMENTS

A. Comply with NEMA MG 1 unless otherwise indicated.

B. Comply with IEEE 841 for severe-duty motors.

2.2 MOTOR CHARACTERISTICS

A. Duty: Continuous duty at ambient temperature of 40 deg C and at altitude of 3300 feet above sea level.

B. Capacity and Torque Characteristics: Sufficient to start, accelerate, and operate connected loads at designated speeds, at installed altitude and environment, with indicated operating sequence, and without exceeding nameplate ratings or considering service factor.

2.3 SINGLE-PHASE MOTORS

A. Bearings: Prelubricated, antifriction ball bearings or sleeve bearings suitable for radial and thrust loading.

B. Motors 1/20 HP and Smaller: Shaded-pole type.

C. Thermal Protection: Internal protection to automatically open power supply circuit to motor when winding temperature exceeds a safe value calibrated to temperature rating of motor insulation. Thermal-protection device shall automatically reset when motor temperature returns to normal range.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 210513

SECTION 210517 - SLEEVES AND SLEEVE SEALS FOR FIRE-SUPPRESSION PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Sleeves.
2. Stack-sleeve fittings.
3. Sleeve-seal systems.
4. Sleeve-seal fittings.
5. Grout.

B. Related Sections:
1. Section 099000 - Painting and Coating: Execution requirements for piping painting specified by this section.
2. Section 210100 - Fire Protection General Requirements.
3. Section 210518 – Escutcheons for Fire Suppression Piping.
4. Section 210523 – General Duty Valves, Pipe, Fittings and Hangers for Fire Suppression Systems.
5. Section 210548 – Vibration and Seismic Controls for Fire-Suppression Piping and Equipment.
6. Section 210553 - Identification for Fire Suppression Piping and Equipment.
7. Section 211313 – Wet-Pipe Sprinkler System.
8. Section 211316 – Dry-Pipe Sprinkler Systems.

1.3 SUBMITTALS

A. Section 013300 - Submittal Procedures: Submittal procedures.

B. Product Data: For each type of product indicated.

PART 2 - PRODUCTS

2.1 SLEEVES

A. Cast-Iron Wall Pipes: Cast or fabricated of cast or ductile iron and equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop unless otherwise indicated.

B. Galvanized-Steel Wall Pipes: ASTM A 53/A 53M, Schedule 40, with plain ends and welded steel collar; zinc coated.

C. Galvanized-Steel-Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, with plain ends.

D. Galvanized-Steel-Sheet Sleeves: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.

2.2 STACK-SLEEVE FITTINGS

A. Description: Manufactured, cast-iron sleeve with integral clamping flange. Include clamping ring, bolts, and nuts for membrane flashing.

1. Underdeck Clamp: Clamping ring with setscrews.

2.3 SLEEVE-SEAL SYSTEMS

A. Manufacturers: provide products by one of the following:

1. Advance Products & Systems, Inc.
2. CALPICO, Inc.
3. Metraflex Company (The).
4. Pipeline Seal and Insulator, Inc.
5. Proco Products, Inc.

B. Description: Modular sealing-element unit, designed for field assembly, for filling annular space between piping and sleeve.

1. Sealing Elements: EPDM-rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
2. Pressure Plates: Carbon steel.
3. Connecting Bolts and Nuts: Carbon steel, with corrosion-resistant coating, Stainless steel of length required to secure pressure plates to sealing elements.

2.4 SLEEVE-SEAL FITTINGS

A. Description: Manufactured plastic, sleeve-type, waterstop assembly made for imbedding in concrete slab or wall. Unit has plastic or rubber waterstop collar with center opening to match piping OD.

2.5 GROUT

A. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.

B. Characteristics: Nonshrink; recommended for interior and exterior applications.

C. Design Mix: 5000-psi, 28-day compressive strength.

D. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 SLEEVE INSTALLATION

A. Install sleeves for piping passing through penetrations in floors, partitions, roofs, and walls.

B. For sleeves that will have sleeve-seal system installed, select sleeves of size large enough to provide 1-inch annular clear space between piping and concrete slabs and walls.

1. Sleeves are not required for core-drilled holes.

C. Install sleeves in concrete floors, concrete roof slabs, and concrete walls as new slabs and walls are constructed.

1. Permanent sleeves are not required for holes in slabs formed by molded-PE or -PP sleeves.
2. Cut sleeves to length for mounting flush with both surfaces.

a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2-inches above finished floor level.

3. Using grout, seal the space outside of sleeves in slabs and walls without sleeve-seal system.

D. Install sleeves for pipes passing through interior partitions.

1. Cut sleeves to length for mounting flush with both surfaces.
2. Install sleeves that are large enough to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation.
3. Seal annular space between sleeve and piping or piping insulation; use joint sealants appropriate for size, depth, and location of joint. Comply with requirements for sealants specified in Section 079200 "Joint Sealants."

E. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Comply with requirements for firestopping specified in Section 078413 "Penetration Firestopping."

3.2 STACK-SLEEVE-FITTING INSTALLATION

A. Install stack-sleeve fittings in new slabs as slabs are constructed.

1. Install fittings that are large enough to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation.
2. Secure flashing between clamping flanges for pipes penetrating floors with membrane waterproofing. Comply with requirements for flashing specified in Section 076200 "Sheet Metal Flashing and Trim."
3. Install section of cast-iron soil pipe to extend sleeve to 2-inches above finished floor level.
4. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring if ring is specified.
5. Using grout, seal the space around outside of stack-sleeve fittings.

B. Fire-Barrier Penetrations: Maintain indicated fire rating of floors at pipe penetrations. Seal pipe penetrations with firestop materials. Comply with requirements for firestopping specified in Section 078413 "Penetration Firestopping."

3.3 SLEEVE-SEAL-SYSTEM INSTALLATION

A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at service piping entries into building.

B. Select type, size, and number of sealing elements required for piping material and size and for sleeve ID or hole size. Position piping in center of sleeve. Center piping in penetration, assemble sleeve-seal system components, and install in annular space between piping and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make a watertight seal.

3.4 SLEEVE-SEAL-FITTING INSTALLATION

A. Install sleeve-seal fittings in new walls and slabs as they are constructed.

B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position waterstop flange to be centered in concrete slab or wall.

C. Secure nailing flanges to concrete forms.

D. Using grout, seal the space around outside of sleeve-seal fittings.

3.5 SLEEVE AND SLEEVE-SEAL SCHEDULE

A. Use sleeves and sleeve seals for the following piping-penetration applications:

1. Exterior Concrete Walls above Grade:

   a. Piping Smaller Than 6-inches: Galvanized-steel wall sleeves Galvanized-steel-pipe sleeves.
   b. Piping 6-inches and Larger: Galvanized-steel wall sleeves Galvanized-steel-pipe sleeves.

2. Exterior Concrete Walls below Grade:

   a. Piping Smaller Than 6-inches: Cast-iron wall sleeves with sleeve-seal system Galvanized-steel-pipe sleeves with sleeve-seal system.

      1) Select sleeve size to allow for 1-inch annular clear space between piping and sleeve for installing sleeve-seal system.

   b. Piping 6-inches and Larger: Cast-iron wall sleeves with sleeve-seal system Galvanized-steel-pipe sleeves with sleeve-seal system.

      1) Select sleeve size to allow for 1-inch annular clear space between piping and sleeve for installing sleeve-seal system.

3. Concrete Slabs-on-Grade:

a. Piping Smaller Than 6-inches: Cast-iron wall sleeves with sleeve-seal system Galvanized-steel wall sleeves with sleeve-seal system or Galvanized-steel-pipe sleeves with sleeve-seal system.

1) Select sleeve size to allow for 1-inch annular clear space between piping and sleeve for installing sleeve-seal system.

b. Piping 6-inches and Larger: Cast-iron wall sleeves with sleeve-seal system Galvanized-steel wall sleeves with sleeve-seal system or Galvanized-steel-pipe sleeves with sleeve-seal system.

1) Select sleeve size to allow for 1-inch annular clear space between piping and sleeve for installing sleeve-seal system.

4. Interior Partitions:

a. Piping Smaller Than 6-inch: Galvanized-steel-pipe sleeves.
b. Piping 6-inches and Larger: Galvanized-steel-pipe sleeves.

END OF SECTION 210517

SECTION 210518 - ESCUTCHEONS FOR FIRE-SUPPRESSION PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Escutcheons.
2. Floor plates.

B. Related Sections:
1. Section 099000 - Painting and Coating: Execution requirements for piping painting specified by this section.
2. Section 210100 - Fire Protection General Requirements.
3. Section 210517 – Sleeves and Sleeve Seals for Fire Suppression Piping.
4. Section 210523 – General Duty Valves, Pipe, Fittings and Hangers for Fire Suppression Systems.
5. Section 210548 – Vibration and Seismic Controls for Fire-Suppression Piping and Equipment.
6. Section 210553 - Identification for Fire Suppression Piping and Equipment.
7. Section 211313 – Wet-Pipe Sprinkler System.
8. Section 211316 – Dry-Pipe Sprinkler Systems.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Section 013300 - Submittal Procedures: Submittal procedures.

PART 2 - PRODUCTS

2.1 ESCUTCHEONS

A. One-Piece, Cast-Brass Type: With polished, chrome-plated finish and setscrew fastener.

B. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped brass with chrome-plated finish and spring-clip fasteners.

C. One-Piece, Stamped-Steel Type: With chrome-plated finish and spring-clip fasteners.

D. Split-Casting Brass Type: With polished, chrome-plated finish and with concealed hinge and setscrew.

E. Split-Plate, Stamped-Steel Type: With chrome-plated finish, concealed and exposed-rivet hinge, and spring-clip fasteners.

2.2 FLOOR PLATES

A. One-Piece Floor Plates: Cast-iron flange with holes for fasteners.

B. Split-Casting Floor Plates: Cast brass with concealed hinge.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install escutcheons for piping penetrations of walls, ceilings, and finished floors.

B. Install escutcheons with ID to closely fit around pipe, tube, and insulation of piping and with OD that completely covers opening.

1. Escutcheons for New Piping:

a. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep-pattern type.
b. Chrome-Plated Piping: One-piece, cast-brass type with polished, chrome-plated finish.
c. Insulated Piping: One-piece, stamped-steel type.
d. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, cast-brass type with polished, chrome-plated finish.
e. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, stamped-steel type.
f. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece, cast-brass type with polished, chrome-plated finish.
g. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece, stamped-steel type.
h. Bare Piping in Unfinished Service Spaces: One-piece, cast-brass type with polished, chrome-plated finish.
i. Bare Piping in Unfinished Service Spaces: One-piece, stamped-steel type.
j. Bare Piping in Equipment Rooms: One-piece, cast-brass type with polished, chrome-plated finish.
k. Bare Piping in Equipment Rooms: One-piece, stamped-steel type.

C. Install floor plates for piping penetrations of equipment-room floors.

D. Install floor plates with ID to closely fit around pipe, tube, and insulation of piping and with OD that completely covers opening.

1. New Piping: One-piece, floor-plate type.

3.2 FIELD QUALITY CONTROL

A. Replace broken and damaged escutcheons and floor plates using new materials.

END OF SECTION 210518

SECTION 210523 GENERAL-DUTY VALVES PIPES, FITTINGS AND HANGERS FOR FIRE-SUPPRESSION SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Related Sections:
1. Section 099000 - Painting and Coating: Execution requirements for piping painting specified by this section.
2. Section 210500 - Fire Protection General Requirements.
3. Section 210517 – Sleeves and Sleeve Seals for Fire Suppression Piping.
4. Section 210518 – Escutcheons for Fire Suppression Piping.
5. Section 210548 – Vibration and Seismic Controls for Fire-Suppression Piping and Equipment.
6. Section 210553 - Identification for Fire Suppression Piping and Equipment.
7. Section 211313 – Wet-Pipe Sprinkler System.
8. Section 211316 – Dry-Pipe Sprinkler Systems.

1.2 SUMMARY

A. Section Includes:

1. Ball valves with indicators.
2. Butterfly valves with indicators.
3. Check valves.
4. OS&Y gate valves.
5. Non-rising stem gate valves.
6. Backflow preventer assemblies
7. Indicator posts.
8. Trim and drain valves.
9. Pipe and fittings.
10. Hangers.
11. Fire department connections.

1.3 REFERENCES

A. American Society of Mechanical Engineers:
1. ASME B16.1 - Cast Iron Pipe Flanges and Flanged Fittings, Class 25, 125, 250 and 800.
2. ASME B16.3 – Malleable Iron Threaded Fittings, Class 150 and 300.
3. ASME B16.4 - Cast Iron Threaded Fittings, Class 125 and 250.
4. ASME B16.5 - Pipe Flanges and Flanged Fittings
5. ASME B16.9 – Factory-made Wrought Steel Butt Welding Fittings.
6. ASME B16.11 - Forged Steel Fittings - Socket-Welding and Threaded.

7. ASME B16.25 – Butt Welding Ends.
8. ASME B36.10M - Welded and Seamless Wrought Steel Pipe.
9. ASME Sec 9 - Welding and Brazing Qualifications.

B. American Society of Sanitary Engineers:
1. ASSE 1013 – Standard for Reduced Pressure Principal Backflow Preventer
2. ASSE 1015 – Standard for Double Check Backflow Preventer Assembly
3. ASSE 1047 – Standard for Reduced Pressure Detector Backflow Preventer
4. ASSE 1048 – Standard for Double Check Detector Assembly Backflow Preventer.

C. ASTM International:
1. ASTM A47 – Malleable Iron Castings.
2. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
3. ASTM A135 - Standard Specification for Electric-Resistance-Welded Steel Pipe.
4. ASTM A126 – Standard for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
5. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
6. ASTM A536 – Standard for Ductile Iron Casting.
7. ASTM A795/A795M - Standard Specification for Black and Hot-Dipped Zinc-Coated (Galvanized) Welded and Seamless Steel Pipe for Fire Protection Use.
8. ASTM B251 - Standard Specification for General Requirements for Wrought Seamless Copper and Copper-Alloy Tube.

D. American Welding Society:
1. AWS A5.8 - Specification for Filler Metals for Brazing and Braze Welding.
2. AWS D1.1 - Structural Welding Code - Steel.
3. AWS D10.9 - Specifications for Qualification of Welding Procedures and Welders for Piping and Tubing.

E. American Water Works Association:
1. AWWA C110 - American National Standard for Ductile-Iron and Grey-Iron Fittings, 3 in. through 48 in, for Water and Other Liquids.
2. AWWA C111 - American National Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
3. AWWA C151 - American National Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water.
4. AWWA C510 – Standard for Double Check Valve Backflow Prevention Assembly.
5. AWWA C511 – Standard for Reduced Pressure Principal Backflow Prevention Assembly.
6. AWWA C606 – Standard for Grooved and Shouldered Joints.

F. National Fire Protection Association:
1. NFPA 13 - Installation of Sprinkler Systems.
2. NFPA 24 - Installation of Private Fire Service Mains and Their Appurtenances.

G. Underwriter Laboratories, Inc.:
1. UL - Fire Resistance Directory.

H. Factory Mutual:
1. FM - Factory Mutual Approval Guide.

1.4 SUBMITTALS

A. Section 013300 - Submittal Procedures: Submittal procedures.

B. Shop Drawings: Indicate pipe materials used, jointing methods, supports, floor and wall penetration seals. Indicate installation, layout, weights, mounting and support details, and piping connections.

C. Product Data: Submit manufacturer's catalogue information. Provide data on each valves, and fittings, including manufacturers catalog information. Submit performance ratings, rough-in details, weights, support requirements, and piping connections.

D. Grooved joint couplings and fittings shall be shown on shop drawings and product submittals and shall be specifically identified with the applicable Victaulic style or series designation.

E. Manufacturer's Certificate: Certify that system has been tested and meets or exceeds specified requirements and all code requirements

1.5 CLOSE OUT SUBMITTALS

A. Section 017700 - Execution and Closeout Requirements: Closeout procedures.

B. Project Record Documents: Record actual locations of components and tag numbering.

C. Operation and Maintenance Data: Submit spare parts lists.

1.6 QUALITY ASSURANCE

A. Workmanship and Qualifications: All materials and equipment shall be installed in accordance with NFPA and all applicable local codes and ordinances. The Sprinkler Contractor shall be state licensed to install sprinkler systems. The Sprinkler Contractor shall make sure that all work and materials conform to the requirements set forth by this Specification. Fire protection equipment shall be installed to conform to NFPA as applicable, and devices used shall be listed and approved by Underwriters laboratories (UL) and/or Factory Mutual (FM).

B. Codes and Standards: All work shall be equal or superior to that required by codes, regulations, ordinances, and laws imposed by the jurisdictional authorities, including those of the State of Connecticut, State Fire Marshall, local ordinances, and OSHA. Nothing in the Specifications permit violations of such directives, and where conflict occurs, the directive shall govern, except where superior work is specified or indicated.

C. In addition to complying with the above codes and regulations, comply with the requirements of the following:
1. NFPA Standard 13.
2. NFPA Standard 24.
3. State Building and Fire Codes.

4. Local Jurisdictional Authorities.

D. All grooved joint couplings, fittings, valves, and specialties shall be the products of a single manufacturer. Grooving tools shall be of the same manufacturer as the grooved components.

E. Valves: Bear UL and/or FM label or marking. Provide manufacturer's name and pressure rating marked on valve body.

F. All items of similar class shall be the products of the same manufacturer. All valves, accessory items, etc., shall be from the same source.

G. Provide fire sprinkler piping located in plenums with peak optical density not greater than 0.5, average optical density not greater than 0.15, and flame spread not greater than 5 feet (1.5 m) when tested in accordance with UL 1887.

H. Maintain one copy of each document on site.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Prepare valves for shipping as follows:

1. Furnish cast iron and steel valves with temporary protective coating
2. Protect internal parts against rust and corrosion.
3. Protect threads, flange faces, and weld ends.
4. Set valves open to minimize exposure of functional surfaces.

B. Use the following precautions during storage:

1. Deliver and store valves in shipping containers, with labeling in place.
2. Maintain valve end protection, furnish cast iron and steel valves with temporary protective coating.
3. Store valves indoors and maintain at higher than ambient dew point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.
4. Furnish temporary end caps and closures on piping and fittings. Maintain in place until installation.
5. All equipment, valves, gages etc., shall be covered and protected during the execution of the work. All equipment and piping shall be protected from freezing. Labeling to remain in place.

C. Protect flanges and specialties from moisture and dirt.

D. All unloading, hauling, and handling of materials shall be the responsibility of the Sprinkler Contractor.

E. Use sling to handle large valves; rig sling to avoid damage to exposed parts. Do not use operating handles or stems as lifting or rigging points.

F. The Sprinkler Contractor can obtain information on available storage space on site from the Owner when making examination of the site.

1.8 WARRANTEE

A. Section 017700 - Execution and Closeout Requirements: Product warranties and product bonds.

B. Furnish five-year manufacturer warranty for basic fire suppression materials and methods.

1.9 EXTRA MATERIALS

A. Section 017700 - Execution and Closeout Requirements: Spare parts and maintenance products.

B. Furnish two sets of valve stem packing for each size and type of valve installed.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR VALVES

A. UL Listed: Valves shall be listed in UL's "Online Certifications Directory" and shall bear UL mark.

B. FM Global Approved: Valves shall be listed in its "Approval Guide," for Automatic Sprinkler Systems.

C. Source Limitations for Valves: Obtain valves for each valve type from single manufacturer.

D. ASME Compliance:

1. ASME B16.1 for flanges on iron valves.
2. ASME B1.20.1 for threads for threaded-end valves.
3. ASME B31.9 for building services piping valves.

E. AWWA Compliance: Comply with AWWA C606 for grooved-end connections.

F. NFPA Compliance: Comply with NFPA 24 for valves.

G. Valve Pressure Ratings: Not less than the minimum pressure rating indicated or higher as required by system pressures.

H. Valve Sizes: Same as upstream piping unless otherwise indicated.

I. Valve Actuator Types:

1. Worm-gear actuator with handwheel for quarter-turn valves, except for trim and drain valves.
2. Handwheel: For other than quarter-turn trim and drain valves.
3. Handlever: For quarter-turn trim and drain valves 2-inch and smaller.

2.2 VALVE MANUFACTURES

A. Description:
1. Kennedy Valve Mfg. Co.
2. Victaulic.
3. Stockham.
4. Nibco.
5. Watts.
6. Wilkins
7. Hammond.
8. Milwaukee.
9. Substitutions: Section 016000 - Product Requirements.

2.3 TWO-PIECE BALL VALVES WITH INDICATORS

A. Description:

1. UL 1091, except with ball instead of disc and FM Global standard for indicating valves (butterfly or ball type), Class Number 1112.
2. Minimum Pressure Rating: 175 psig.
3. Body Design: Two piece.
4. Body Material: Forged brass or bronze.
5. Port Size: Full or standard.
6. Seats: PTFE.
7. Stem: Bronze or stainless steel.
8. Ball: Stainless Steel.
9. Actuator: Worm gear or traveling nut.
10. Supervisory Switch: Internal or external.
11. End Connections for Valves 1-inchthrough 2-inch: Threaded ends.
12. End Connections for Valves 2-1/2-inch: Grooved ends.

2.4 BRONZE BUTTERFLY VALVES WITH INDICATORS

A. Description:

1. Standard: UL 1091 and FM Global standard for indicating valves, (butterfly or ball type), Class Number 1112.
2. Minimum: Pressure rating: 175 psig.
3. Body Material: Bronze.
4. Seat Material: EPDM.
5. Stem Material: Bronze or stainless steel.
6. Disc: Ductile iron disc with EPDM coating.
7. Actuator: Worm gear or traveling nut.
8. Supervisory Switch: Internal or external.
9. Ends Connections for Valves 1-inch through 2-inch: Threaded ends.
10. Ends Connections for Valves 2-1/2-inch: Grooved ends.

2.5 IRON BUTTERFLY VALVES WITH INDICATORS

A. Description:

1. Standard: UL 1091 and FM Global standard for indicating valves, (butterfly or ball type), Class Number 112.
2. Minimum Pressure Rating: 175 psig.
3. Body Material: Cast or ductile iron.
4. Seat Material: EPDM.
5. Stem: Stainless steel.
6. Disc: Ductile iron, with EPDM coating.
7. Actuator: Worm gear or traveling nut.
8. Supervisory Switch: Internal or external.
9. Body Design: Lug or grooved-end connections.

2.6 CHECK VALVES

A. Description, up to 2-inch:

1. Standard: UL 312 and FM Global standard for swing check valves, Class Number 1210.
2. Minimum Pressure Rating: 175 psig.
3. Type: Single swing check.
4. Body Material: bronze.
5. Clapper: Bronze, with elastomeric seal.
6. Clapper Seat: Brass, bronze, or stainless steel.
7. Hinge Shaft: Bronze or stainless steel.
8. Hinge Spring: Stainless steel.
9. End Connections: threaded.

B. Description, over 2-inch:

1. Standard: UL 312 and FM Global standard for swing check valves, Class Number 1210.
2. Minimum Pressure Rating: 175 psig.
3. Type: Single swing check.
4. Body Material: ductile iron.
5. Clapper: stainless steel with elastomeric seal.
6. Clapper Seat: stainless steel.
7. Hinge Shaft: stainless steel.
8. Hinge Spring: Stainless steel.
9. End Connections: Flanged or grooved.

2.7 BRONZE OS&Y GATE VALVES

A. Description:

1. Standard: UL 262 and FM Global standard for fire-service water control valves (OS&Y- and NRS-type gate valves).

2. Minimum Pressure Rating: 175 psig.
3. Body and Bonnet Material: Bronze or brass.
4. Wedge: One-piece bronze or brass.
5. Wedge Seat: Bronze.
6. Stem: Bronze or brass.
7. Packing: Non-asbestos PTFE.
8. Supervisory Switch: External.
9. End Connections: Threaded.

2.8 IRON OS&Y GATE VALVES

A. Description:

1. Standard: UL 262 and FM Global standard for fire-service water control valves (OS&Y- and NRS-type gate valves).
2. Minimum Pressure Rating: 175 psig.
3. Body and Bonnet Material: Cast or ductile iron.
4. Wedge: Cast or ductile iron, or bronze with elastomeric coating.
5. Wedge Seat: Cast or ductile iron, or bronze with elastomeric coating.
6. Stem: Brass or bronze.
7. Packing: Non-asbestos PTFE.
8. Supervisory Switch: External.
9. End Connections: Flanged or Grooved.

2.9 NRS GATE VALVES

A. Description:

1. Standard: UL 262 and FM Global standard for fire-service water control valves (OS&Y- and NRS-type gate valves).
2. Minimum Pressure Rating: 175 psig.
3. Body and Bonnet Material: Cast or ductile iron.
4. Wedge: Cast or ductile iron with elastomeric coating.
5. Wedge Seat: Cast or ductile iron, or bronze with elastomeric coating.
6. Stem: Brass or bronze.
7. Packing: Non-asbestos PTFE.
8. Supervisory Switch: External.
9. End Connections: Flanged or Grooved.

2.10 BACKFLOW PREVENTERS

A. Reduced-Pressure, Fire-Protection, Backflow-Preventer Assemblies:
1. Standard: ASSE 1047 and is FM Global approved or UL listed.
2. Operation: Continuous-pressure applications.
3. Pressure Loss: 12 psig maximum, through middle third of flow range.
4. Size: 6-inch.

5. Design Flow Rate: 400 gpm.
6. Pressure Loss at Design Flow Rate: 12 psig.
7. Body: Cast iron with stainless steel interior lining that complies with AWWA C550 or that is FDA approved.
8. End Connections: Flanged.
9. Configuration: Designed for horizontal, straight-through configuration flow.
10. Accessories:

    a. Valves: Outside-screw and yoke-gate type with flanged ends on inlet and outlet.
    b. Air-Gap Fitting: ASME A112.1.2, matching backflow-preventer connection.
    c. Bypass: With displacement-type water meter, shutoff valves, and reduced-pressure backflow preventer.

2.11 TRIM AND DRAIN VALVES

A. Ball Valves:
   1. Description:

      a. Pressure Rating: 175 psig.
      b. Body Design: Two piece.
      c. Body Material: Forged brass or bronze.
      d. Port size: Full or standard.
      e. Seats: PTFE.
      f. Stem: Bronze or stainless steel.
      g. Ball: stainless steel.
      h. Actuator: Handlever.
      i. End Connections for Valves 1-inchthrough 2-inch: Threaded ends.
      j. End Connections for Valves 2-1/2-inch: Grooved ends.

B. Angle Valves:
   1. Description:

      a. Pressure Rating: 175 psig.
      b. Body Material: Brass or bronze.
      c. Ends: Threaded.
      d. Stem: Bronze.
      e. Disc: Bronze.
      f. Packing: Asbestos free.
      g. Handwheel: Malleable iron, bronze, or aluminum.

C. Globe Valves:
   1. Description:

      a. Pressure Rating: 300 psig.
      b. Body Material: Bronze with integral seat and screw-in bonnet.
      c. Ends: Threaded.
      d. Stem: Bronze.
      e. Disc Holder and Nut: Bronze.

f. Disc Seat: Nitrile.
g. Packing: Asbestos free.
h. Handwheel: Malleable iron, bronze, or aluminum.

2.12 STEEL PIPE AND FITTINGS (WET PIPE)

A. Buried Piping:
1. Ductile Iron Pipe: ANSI/AWWA C151, cement lined.
a. Fittings: ANSI/AWWA C110, standard thickness.
b. Cast Iron Fittings: ASME B16.1, flanges and flanged fittings.
c. Joints: ANSI/AWWA C111, rubber gasket.

B. Above Ground Piping:
1. Black-Steel Pipe: ASTM A 53/A 53M, schedule 40 seamless carbon steel. Pipe ends may be factory or field formed to match joining method.
2. Black-Steel Pipe: ASTM A 135/A 135M, Schedule 40 for pipe sizes 2-inch and larger; and NFPA 13-specified wall thickness in 6-inch to 10-inch, plain end.
3. Cast Iron Fittings: ANSI/ASME B16.1, flanges and flanged fittings; ANSI/ASME B16.4, screwed fittings.
4. Malleable Iron Fittings: ANSI/ASME B16.3, screwed Class 300 type. Threads shall conform to ANSI/ASTM A47.
5. Grooved Mechanical Fittings: ANSI A21.10/AWWA C-110 ductile iron; ASTM A536 Grade 65-45-12 ductile iron; ASTM A234 Grade WPB; or factory fabricated from carbon steel pipe conforming to ASTM A53; with grooves or shoulders designed to accept grooved end couplings. Fittings shall be of the same manufacturer as the adjoining couplings. Grooved Mechanical Couplings: ASTM A536 Grade 65-45-12, ductile iron housing, elastomer gasket with nuts and bolts to secure roll grooved pipe and fittings.
a. Rigid Type Couplings: Housings cast with offsetting, angle-pattern bolt pads to provide rigidity and system support and hanging in accordance with NFPA-13.
1) 1-1/4” through 4”: Factory assembled for direct stab installation without field disassembly. Victaulic Style 009 EZ.
2) 5” through 8”: Victaulic FireLock™ Style 005.
3) 10” and larger: Victaulic Zero-Flex® Style 07.
b. Flexible Type Couplings: Use in locations where vibration attenuation and stress relief are required, and for seismic considerations in accordance with the manufacturer’s instructions. Victaulic Style 75.
6. All pipe installed on a dry pipe system shall be galvanized.

C. Branch Outlet Fittings:
1. Standard: UL 213.
2. Pressure Rating: 175-psig minimum.
3. Body Material: Ductile-iron housing with EPDM seals and bolts and nuts.
4. Type: Mechanical-tee and -cross fittings.
5. Configurations: Snap-on and strapless, ductile-iron housing with branch outlets.
6. Size: Of dimension to fit onto sprinkler main and with outlet connections as required to match connected branch piping.
7. Branch Outlets: Grooved, plain-end pipe, or threaded.

2.13 STEEL PIPE AND FITTINGS (DRY PIPE)

A. Standard-Weight, Galvanized-Steel Pipe: ASTM A 53/A 53M, Type E, Grade B. Pipe ends may be factory or field formed to match joining method.

B. Schedule 40, Galvanized-Steel Pipe: ASTM A 135/A 135M; wrought steel, with wall thickness not less than Schedule 40. Pipe ends may be factory or field formed to match joining method.

C. Galvanized-Steel Pipe Nipples: ASTM A 733, made of ASTM A 53/A 53M, standard-weight, seamless steel pipe with threaded ends.

D. Galvanized-Steel Couplings: ASTM A 865/A 865M, threaded.

E. Galvanized, Gray-Iron Threaded Fittings: ASME B16.4, Class 125, standard pattern.

F. Malleable- or Ductile-Iron Unions: UL 860.

G. Cast-Iron Flanges: ASME B16.1, Class 125.

H. Grooved-Joint, Steel-Pipe Appurtenances:
1. Pressure Rating: 175-psig minimum.
2. Galvanized, Grooved-End Fittings for Steel Piping: ASTM A 47/A 47M, malleable-iron casting or ASTM A 536, ductile-iron casting, with dimensions matching steel pipe.
3. Grooved-End-Pipe Couplings for Steel Piping: AWWA C606 and UL 213 rigid pattern, unless otherwise indicated, for steel-pipe dimensions. Include ferrous housing sections, EPDM-rubber gasket, and bolts and nuts.

2.14 UNIONS AND DIELECTRIC CONNECTIONS

A. Unions for Pipe 2 Inches and Under:
1. Ferrous Piping: 150 psig malleable iron, threaded.
2. Copper Pipe: Bronze, soldered joints.

B. Dielectric Connections: Union, waterway fitting, or flange with water impervious isolation barrier; Victaulic Style 47 or Watts 3000 Series or approved equal.

2.15 PIPE HANGERS AND SUPPORTS

A. Conform to NFPA 13.

B. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Malleable iron, adjustable swivel, split ring.

C. Hangers for Pipe Sizes 2 inch and Over: Carbon steel, adjustable, clevis.

D. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.

E. Wall Support for Pipe Sizes to 3 inches: Cast iron hook.

F. Wall Support for Pipe Sizes 4 inches and Over: Welded steel bracket and wrought steel clamp.

G. Vertical Support: Steel riser clamp.

H. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.

2.16 FIRE DEPARTMENT CONNECTION.

A. Fire department connection shall be 2-1/2”x2-1/2”x4”, polished brass, single clapper Siamese type connection. Provide with polished brass identification plate.

B. Clapper design shall allow for one or both inlets to be pressurized during operation.

C. Provide polished brass cast aluminum alloy caps and chains for protection of the 2-1/2” inlets.

D. The fire department connection shall be constructed of cast brass with brass clapper, brass swivel couplings and a brass hinge pin. The words “AUTO SPKR” and “F.D. Conn” shall be cast in raised letters on the body.

E. Fire department connection threads shall match the local fire departments standard.

F. Drain: 3/4-inch automatic drip, install at low point after check valve, pipe to building exterior.

G. Label: "Standpipe - Fire Department Connection".

H. Provide a 90-degree elbow with drain connection at each fire department connection to allow for drainage in areas exposed to the building exterior to prevent freezing. Elbow shall be Victaulic #10-DR.

PART 3 - EXECUTION

3.1 PREPARATION

A. Coordinate work of this Section with other affected work.

B. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.

C. Remove scale and foreign material, from inside and outside, before assembly.

D. Prepare piping connections to equipment with flanges or unions.

3.2 EXAMINATION

A. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.

B. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.

C. Examine threads on valve and mating pipe for form and cleanliness.

D. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Verify that gasket is of proper size, that its material composition is suitable for service, and that it is free from defects and damage.

E. Do not attempt to repair defective valves; replace with new valves.

3.3 INSTALLATION – GENERAL

A. Install in accordance with manufacturer’s instructions.

B. The Contractor shall maintain a clean and orderly site during the installation of the sprinkler system. Materials shall not be stored in the halls or other public areas.

C. Cutting, welding and other hot work shall not be permitted without permission from the building owner. Contractor shall provide a fire watch for one hour after all welding.

D. The required tests shall be witnessed by the Fire Marshall, authority having jurisdiction, Owner's insurance underwriter and Architect/Engineer.

E. Pipe Hangers and Supports:
   1. Install in accordance with NFPA 13.
   2. Install hangers to with minimum 1/2-inch space between finished covering and adjacent work.
   3. Place hangers within 12 inches of each horizontal elbow.
   4. Use hangers with 1-1/2-inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
   5. Support vertical piping at every floor. Support riser piping independently of connected horizontal piping.
   6. Where installing several pipes in parallel and at same elevation, provide multiple or trapeze hangers.
   7. Prime coat exposed steel hangers and supports. Refer to Section 099000. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.

3.4 PIPING INSTALLATION

A. Locations and Arrangements: Drawing plans, schematics, and diagrams indicate general location and arrangement of piping. Install piping as indicated on approved working plans.

1. Deviations from approved working plans for piping require written approval from authorities having jurisdiction. File written approval with Architect before deviating from approved working plans.
2. Coordinate layout and installation of sprinklers with other construction that penetrates ceilings, including light fixtures, HVAC equipment, and partition assemblies.

B. Pipe/insulation: All wet sprinkler piping must be plumbed on the heated side of the building insulation to prevent freezing. The fire protection contractor must install the wet sprinkler piping such that space is provided around all wet piping for insulation to be installed. The space required for insulation is dictated by the insulation R-value for the specific area as specified by the Architect.

C. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment. Use Victaulic Style 77 or 75 couplings in accordance with Victaulic instructions for expansion and contraction of pipe.

D. Piping Standard: Comply with NFPA 13 requirements for installation of sprinkler piping.

E. Install seismic restraints on piping. Comply with NFPA 13 requirements for seismic-restraint device materials and installation.

F. Use listed fittings to make changes in direction, branch takeoffs from mains, and reductions in pipe sizes.

G. Install unions adjacent to each valve in pipes 2-inchand smaller.

H. Install flanges, flange adapters, or couplings for grooved-end piping on valves, apparatus, and equipment having 2-1/2-inchand larger end connections.

I. Install "Inspector's Test Connections" in sprinkler system piping, complete with shutoff valve, and sized and located according to NFPA 13.

J. Pitch piping and arrange systems to drain at low points. Use eccentric reducers to maintain top of pipe level.

K. Install sprinkler piping with drains for complete system drainage.

L. Install sprinkler control valves, test assemblies, and drain risers adjacent to standpipes when sprinkler piping is connected to standpipes.

M. Place piping in concealed spaces above finished ceilings unless noted otherwise.

N. Route piping in orderly manner, plumb and parallel to building structure. Maintain gradient.

O. Install piping to conserve building space, to not interfere with use of space and other work.

P. Group piping whenever practical at common elevations.

Q. Prepare pipe, fittings, supports, and accessories for finish painting. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding. Refer to Section 099000.

R. Install automatic (ball drip) drain valve at each check valve for fire-department connection, to drain piping between fire-department connection and check valve. Install drain piping to and spill over floor drain or to outside building.

S. Do not penetrate building structural members unless indicated.

T. Install alarm devices in piping systems.

U. Provide surge restrainers on all end of branches and arm overs in excess of 12-inches.

V. Fill sprinkler system piping with water.

W. Install hangers and supports for sprinkler system piping according to NFPA 13. Comply with requirements for hanger materials in NFPA 13. In seismic-rated areas, refer to Section 210548 "Seismic Controls for Fire-Suppression Piping and Equipment."

X. Install pressure gages on riser or feed main, at each sprinkler test connection, and at top of each standpipe. Include pressure gages with connection not less than ¼-inch and with soft-metal seated globe valve, arranged for draining pipe between gage and valve. Install gages to permit removal, and install where they are not subject to freezing.

Y. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 210517 "Sleeves and Sleeve Seals for Fire-Suppression Piping."

Z. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Section 210517 "Sleeves and Sleeve Seals for Fire-Suppression Piping."

AA. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Section 210518 "Escutcheons for Fire-Suppression Piping."

3.5 JOINT CONSTRUCTION

A. Install couplings, flanges, flanged fittings, unions, nipples, and transition and special fittings that have finish and pressure ratings same as or higher than system's pressure rating for aboveground applications unless otherwise indicated.

B. Install unions adjacent to each valve in pipes 2-inchand smaller.

C. Install flanges, flange adapters, or couplings for grooved-end piping on valves, apparatus, and equipment having 2-1/2-inchand larger end connections.

D. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

E. Remove scale, slag, dirt, and debris from inside and outside of pipes, tubes, and fittings before assembly.

F. Flanged Joints: Select appropriate gasket material in size, type, and thickness suitable for water service. Join flanges with gasket and bolts according to ASME B31.9.

G. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

1. Apply appropriate tape or thread compound to external pipe threads.
2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged.

H. Steel-Piping, Pressure-Sealed Joints: Join lightwall steel pipe and steel pressure-seal fittings with tools recommended by fitting manufacturer.

I. Welded Joints: Construct joints according to AWS D10.12M/D10.12, using qualified processes and welding operators according to "Quality Assurance" Article.

1. Shop weld pipe joints where welded piping is indicated. Do not use welded joints for galvanized-steel pipe.

J. Grooved joint couplings and fittings shall be installed in accordance with the manufacturer’s written installation instructions. Grooved ends shall be clean and free from indentations, projections, and roll marks in the area from pipe end to groove. Gaskets shall be verified as suitable for the intended service prior to installation. Gaskets shall be molded and produced by the coupling manufacturer. The grooved coupling manufacturer’s factory trained representative shall provide on-site training for contractor’s field personnel in the use of grooving tools, application of groove, and installation of grooved joint products. The manufacturer’s representative shall periodically visit the jobsite and review installation. Contractor shall remove and replace any joints deemed improperly installed.

K. Steel-Piping, Cut-Grooved Joints: Cut square-edge groove in end of pipe according to AWWA C606. Assemble coupling with housing, gasket, lubricant, and bolts. Join steel pipe and grooved-end fittings according to AWWA C606 for steel-pipe joints.

L. Steel-Piping, Roll-Grooved Joints: Roll rounded-edge groove in end of pipe according to AWWA C606. Assemble coupling with housing, gasket, lubricant, and bolts. Join steel pipe and grooved-end fittings according to AWWA C606 for steel-pipe grooved joints.

M. Dissimilar-Material Piping Joints: Make joints using adapters compatible with materials of both piping systems.

3.6 GENERAL REQUIREMENTS FOR VALVE INSTALLATION

A. Install listed fire-protection shutoff valves supervised-open, located to control sources of water supply except from fire-department connections. Install permanent identification signs indicating portion of system controlled by each valve.

B. Install valves having threaded connections with unions at each piece of equipment arranged to allow easy access, service, maintenance, and equipment removal without system shutdown. Provide separate support where necessary.

C. Install valves in horizontal piping with stem at or above the pipe center.

D. Install valves in position to allow full stem movement.

E. Install valve tags. Comply with requirements in Section 210553 "Identification for Fire-Suppression Piping and Equipment" for valve tags and schedules and signs on surfaces concealing valves; and the NFPA standard applying to the piping system in which valves are installed. Install permanent identification signs indicating the portion of system controlled by each valve.

F. Install drain valves at main shut-off valves, low points of piping and apparatus.

G. All valves shall be accessible for operation and servicing. Provide access panels where required.

H. Install valves with stems upright or horizontal, not inverted. Remove protective coatings after installation.

I. Install gate valves for shut-off or isolating service.

J. Install buried shut-off valves in valve box.

K. Provide reduced pressure detector assembly at sprinkler system water source connection. Install a drain line from the air gap fitting and terminate at the nearest floor drain. The reduced pressure detector assembly shall be installed at a minimum height to allow installation of the air gap fitting, but shall not be installed at more than 5’0” above finished floor for maintenance.

3.7 SLEEVE INSTALLATION

A. Install sleeves in accordance with Specification Section 210517 – “Sleeves and Sleeve Seals for Fire Suppression Piping”.

3.8 ESCUTCHEON INSTALLATION

A. Install escutcheons in accordance with Specification Section 210518 – “Escutcheons for Fire Suppression Piping”.

3.9 FIRE DEPARTMENT CONNECTION

A. Locate fire department connection with sufficient clearance from walls, obstructions, etc., to allow full swing of fire department wrench handle. Coordinate the exact location of the fire department connection with the local fire officials. Installation shall conform to the local fire official's requirements.

3.10 PIPING SCHEDULE

A. Piping between Fire Department Connections and Check Valves: Galvanized, standard-weight steel pipe with threaded ends and cast-iron threaded fittings or grooved ends with grooved-end fittings and grooved-end-pipe couplings joints.

B. Sprinkler specialty fittings may be used, downstream of control valves, instead of specified fittings.

C. Wet Pipe Sprinkler System:
   1. Standard-pressure, wet-pipe sprinkler system, 1 1/2-inch and smaller, shall be one of the following:
      a. Schedule 40, black-steel pipe with threaded ends; uncoated, gray-iron threaded fittings; and threaded joints.
   2. Standard-pressure, wet-pipe sprinkler system, 2-inch to 6-inch, shall be one of the following:
      a. Schedule 40, black-steel pipe with cut-grooved ends; uncoated, grooved-end fittings for steel piping; grooved-end-pipe couplings for steel piping; and grooved joints.
      b. Schedule 40, black-steel pipe with steel welding fittings; and welded joints.
      c. Schedule 40 black-steel pipe with roll-grooved ends; uncoated, grooved-end fittings for steel piping; grooved-end-pipe couplings for steel piping; and grooved joints.
      d. Schedule 40 black-steel pipe with welding fittings; and welded joints.
   3. Misc trim and drains for fire protection valves and equipment shall be one of the following:
      a. Schedule 40, black-steel pipe with threaded ends; uncoated, gray-iron threaded fittings; and threaded joints.
   4. Test/Drain riser for fire protection systems shall be one of the following:
      a. Schedule 40, black-steel pipe with threaded ends; uncoated, gray-iron threaded fittings; and threaded joints.
   5. Standard-pressure, dry-pipe sprinkler system, 1 1/2-inch and smaller, shall be one of the following:
      a. Schedule 40, galvanized-steel pipe with threaded ends; galvanized, gray-iron threaded fittings; and threaded joints.
   6. Standard-pressure, dry-pipe sprinkler system, 2-inch to 6-inch, shall be one of the following:
      a. Schedule 40, galvanized-steel pipe with threaded ends; galvanized, gray-iron threaded fittings; and threaded joints.

b. Schedule 40, galvanized-steel pipe with cut-grooved ends; galvanized, grooved-end fittings for steel piping; grooved-end-pipe couplings for steel piping; and grooved joints.
c. Schedule 40, galvanized-steel pipe with roll-grooved ends; galvanized, grooved-end fittings for steel piping; grooved-end-pipe couplings for steel piping; and grooved joints.

3.11 SERVICE CONNECTION

A. Provide new fire service complete with reduced pressure backflow preventer assembly, and isolation valves with tamper switches.
1. Provide sleeve in wall for service main and support at wall with reinforced concrete bridge. Caulk enlarged sleeve and make watertight with pliable material. Anchor service main inside to concrete wall.
2. Provide Link Seal Modular Seal assembly Model C for temperature rating of -40°F to 250°F. Install per manufacturers written instructions.

3.12 TESTING

A. Piping: The complete system shall be subject to a pressure test, and to such other tests as the authorities having jurisdiction may require. The pressure test shall be a hydrostatic pressure of 200 pounds per square inch for a period of two hours. The above ground piping and attached appurtenances shall show no pressure loss or leaks, refer to NFPA Standard 13 Hydrostatic tests. For buried piping refer to NFPA Standard 24 Testing Underground Systems. Before applying specified test pressure, all air must be expelled from the system. All defects of whatever type shall be repaired or replaced to the satisfaction of the Owner and authorities having jurisdiction and at no additional cost to the Owner. Packing rings, special joint bolts, gaskets, and other material required for the proper installation of the pipe and fittings shall be provided. Testing shall be completed prior to permanent sealing of walls and partitions.

B. Leaks in mechanical joints shall be repaired by dismantling the joint, reassembling it, and tightening the bolts in the correct order. Leaks in screw or grooved joint shall be repaired by dismantling the joint and reassembling it. Attempting to repair leaks in joints by over tightening the bolts or fittings shall not be permitted

C. Upon satisfactory completion of all tests, the Contractor shall submit three copies of the Standard Contractors Material and Test Certificate to the Owner.

END OF SECTION 210523

SECTION 210548 - VIBRATION AND SEISMIC CONTROLS FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Related Sections:
1. Section 210500 - Fire Protection General Requirements.
2. Section 210523 – General Duty Valves, Pipe, Fittings and Hangers for Fire Suppression Systems.
3. Section 211200 - Fire Suppression Standpipes.
4. Section 211313 – Wet-Pipe Sprinkler System.
5. Section 211316 – Dry-Pipe Sprinkler Systems.

1.2 SUMMARY

A. Section Includes:

1. Elastomeric isolation pads.
2. Elastomeric isolation mounts.
3. Restrained elastomeric isolation mounts.
4. Pipe-riser resilient supports.
5. Resilient pipe guides.
6. Elastomeric hangers.
7. Snubbers.
8. Restraint channel bracings.
9. Seismic-restraint accessories.
10. Mechanical anchor bolts.
11. Adhesive anchor bolts.

1.3 DEFINITIONS

A. IBC: International Building Code.

B. ICC-ES: ICC-Evaluation Service.

C. OSHPD: Office of Statewide Health Planning & Development (for the State of California).

1.4 SUBMITTALS

A. Product Data: For each type of product.

1. Include rated load, rated deflection, and overload capacity for each vibration isolation device.

2. Illustrate and indicate style, material, strength, fastening provision, and finish for each type and size of vibration isolation device and seismic-restraint component required.

    a. Tabulate types and sizes of seismic restraints, complete with report numbers and rated strength in tension and shear as evaluated by an agency acceptable to authorities having jurisdiction an evaluation service member of ICC-ES.
    b. Annotate to indicate application of each product submitted and compliance with requirements.

3. Interlocking Snubbers: Include ratings for horizontal, vertical, and combined loads.

B. Delegated-Design Submittal: For each vibration isolation and seismic-restraint device.

1. Include design calculations and details for selecting vibration isolators and seismic restraints complying with performance requirements, design criteria, and analysis data signed and sealed by a qualified professional engineer.
2. Design Calculations: Calculate static and dynamic loading due to equipment weight and operation, due to seismic forces required to select vibration isolators, and due to seismic restraints.
3. Riser Supports: Include riser diagrams and calculations showing anticipated expansion and contraction at each support point, initial and final loads on building structure, spring deflection changes, and seismic loads. Include certification that riser system was examined for excessive stress and that none exists.
4. Seismic-Restraint Details:

    a. Design Analysis: To support selection and arrangement of seismic restraints. Include calculations of combined tensile and shear loads.
    b. Details: Indicate fabrication and arrangement. Detail attachments of restraints to the restrained items and to the structure. Show attachment locations, methods, and spacings. Identify components, list their strengths, and indicate directions and values of forces transmitted to the structure during seismic events. Indicate association with vibration isolation devices.
    c. Coordinate seismic-restraint and vibration isolation details with wind-restraint details required for equipment mounted outdoors. Comply with requirements in other Sections for equipment mounted outdoors.

C. Information Submittals.

1. Coordination Drawings: Show coordination of vibration isolation device installation and seismic bracing for fire-suppression piping and equipment with other systems and equipment in the vicinity, including other supports and restraints, if any.
2. Qualification Data: For professional engineer.
3. Welding certificates.
4. Field quality-control reports.

1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.7 and that is acceptable to authorities having jurisdiction.

B. Comply with seismic-restraint requirements in the IBC unless requirements in this Section are more stringent.

C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

D. Seismic-restraint devices shall have horizontal and vertical load testing and analysis and shall bear anchorage preapproval OPA number from OSHPD, preapproval by ICC-ES, or preapproval by another agency acceptable to authorities having jurisdiction, showing maximum seismic-restraint ratings. Ratings based on independent testing are preferred to ratings based on calculations. If preapproved ratings are unavailable, submittals based on independent testing are preferred. Calculations (including combining shear and tensile loads) to support seismic-restraint designs must be signed and sealed by a qualified professional engineer.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Seismic-Restraint Loading:

1. Site Class as Defined in the IBC: [A] [B] [C] [D] [E] [F].
2. Assigned Seismic Use Group or Building Category as Defined in the IBC: [I] [II] [III].

    a. Component Importance Factor: 1.0.
    b. Component Response Modification Factor: 2.5.
    c. Component Amplification Factor: 1.0.

3. Design Spectral Response Acceleration at Short Periods (0.2 Second): 1.5.
4. Design Spectral Response Acceleration at 1.0-Second Period: .6.
5. Rated strengths, features, and applications shall be as defined in reports by an agency acceptable to authorities having jurisdiction an evaluation service member of ICC-ES.

    a. Structural Safety Factor: Allowable strength in tension, shear, and pullout force of components shall be at least four times the maximum seismic forces to which they are subjected.

2.2 ELASTOMERIC ISOLATION PADS

A. Elastomeric Isolation Pads:
1. Fabrication: Single or multiple layers of sufficient durometer stiffness for uniform loading over pad area.
2. Size: Factory or field cut to match requirements of supported equipment.
3. Pad Material: Oil and water resistant with elastomeric properties.
4. Surface Pattern: Smooth Ribbed pattern.
5. Infused nonwoven cotton or synthetic fibers.
6. Load-bearing metal plates adhered to pads.
7. Sandwich-Core Material: Resilient and elastomeric.

    a. Surface Pattern: Smooth Ribbed pattern.
    b. Infused nonwoven cotton or synthetic fibers.

2.3 ELASTOMERIC ISOLATION MOUNTS

A. Double-Deflection, Elastomeric Isolation Mounts:
1. Mounting Plates:

a. Top Plate: Encapsulated steel load transfer top plates, factory drilled and threaded with threaded studs or bolts.
b. Baseplate: Encapsulated steel bottom plates with holes provided for anchoring to support structure.

2. Elastomeric Material: Molded, oil-resistant rubber, neoprene, or other elastomeric material.

2.4 RESTRAINED ELASTOMERIC ISOLATION MOUNTS

A. Restrained Elastomeric Isolation Mounts:
1. Description: All-directional isolator with seismic restraints containing two separate and opposing elastomeric elements that prevent central threaded element and attachment hardware from contacting the housing during normal operation.

a. Housing: Cast-ductile iron or welded steel.
b. Elastomeric Material: Molded, oil-resistant rubber, neoprene or other elastomeric material.

2.5 PIPE-RISER RESILIENT SUPPORT

A. Description: All-directional, acoustical pipe anchor consisting of two steel tubes separated by a minimum 1/2-inch-thick neoprene.

1. Vertical-Limit Stops: Steel and neoprene vertical-limit stops arranged to prevent vertical travel in both directions.
2. Maximum Load Per Support: 500 psig on isolation material providing equal isolation in all directions.

2.6 RESILIENT PIPE GUIDES

A. Description: Telescopic arrangement of two steel tubes or post-and-sleeve arrangement separated by a minimum 1/2-inch-thick neoprene.

1. Factory-Set Height Guide with Shear Pin: Shear pin shall be removable and reinsertable to allow for selection of pipe movement. Guides shall be capable of motion to meet location requirements.

2.7 ELASTOMERIC HANGERS

A. Elastomeric Mount in a Steel Frame with Upper and Lower Steel Hanger Rods:
1. Frame: Steel, fabricated with a connection for an upper threaded hanger rod and an opening on the underside to allow for a maximum of 30 degrees of angular lower hanger-rod misalignment without binding or reducing isolation efficiency.
2. Dampening Element: Molded, oil-resistant rubber, neoprene, or other elastomeric material with a projecting bushing for the underside opening preventing steel to steel contact.

2.8 SNUBBERS

A. Description: Factory fabricated using welded structural-steel shapes and plates, anchor bolts, and replaceable resilient isolation washers and bushings.

1. Anchor bolts for attaching to concrete shall be seismic-rated, drill-in, and stud-wedge or female-wedge type.
2. Resilient Isolation Washers and Bushings: Oil- and water-resistant neoprene.
3. Maximum 1/4-inch air gap, and minimum 1/4-inch-thick resilient cushion.

2.9 RESTRAINT CHANNEL BRACINGS

A. Description: MFMA-4, shop- or field-fabricated bracing assembly made of slotted steel channels with accessories for attachment to braced component at one end and to building structure at the other end and other matching components and with corrosion-resistant coating; rated in tension, compression, and torsion forces.

2.10 SEISMIC-RESTRAINT ACCESSORIES

A. Hanger-Rod Stiffener: Steel tube or steel slotted-support-system sleeve with internally bolted connections or Reinforcing steel angle clamped to hanger rod.

B. Hinged and Swivel Brace Attachments: Multifunctional steel connectors for attaching hangers to rigid channel bracings.

C. Bushings for Floor-Mounted Equipment Anchor Bolts: Neoprene bushings designed for rigid equipment mountings, and matched to type and size of anchor bolts and studs.

D. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for rigid equipment mountings, and matched to type and size of attachment devices used.

E. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.

2.11 MECHANICAL ANCHOR BOLTS

A. Mechanical Anchor Bolts: Drilled-in and stud-wedge or female-wedge type in zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488.

2.12 ADHESIVE ANCHOR BOLTS

A. Adhesive Anchor Bolts: Drilled-in and capsule anchor system containing PVC or urethane methacrylate-based resin and accelerator, or injected polymer or hybrid mortar adhesive. Provide anchor bolts and hardware with zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and equipment to receive vibration isolation and seismic-control devices for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in of reinforcement and cast-in-place anchors to verify actual locations before installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLICATIONS

A. Multiple Pipe Supports: Secure pipes to trapeze member with clamps approved for application by an agency acceptable to authorities having jurisdiction an evaluation service member of ICC-ES.

B. Hanger-Rod Stiffeners: Install hanger-rod stiffeners where indicated or scheduled on Drawings to receive them and where required to prevent buckling of hanger rods due to seismic forces.

C. Strength of Support and Seismic-Restraint Assemblies: Where not indicated, select sizes of components so strength is adequate to carry present and future static and seismic loads within specified loading limits.

3.3 VIBRATION CONTROL AND SEISMIC-RESTRAINT DEVICE INSTALLATION

A. Coordinate the location of embedded connection hardware with supported equipment attachment and mounting points and with requirements for concrete reinforcement and formwork specified in Section 033000 "Cast-in-Place Concrete." and Section 033053 "Miscellaneous Cast-in-Place Concrete."

B. Installation of vibration isolators must not cause any change of position of equipment, piping, or ductwork resulting in stresses or misalignment.

C. Equipment Restraints:

1. Install seismic snubbers on fire-suppression equipment mounted on vibration isolators. Locate snubbers as close as possible to vibration isolators and bolt to equipment base and supporting structure.
2. Install resilient bolt isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch.
3. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction an evaluation service member of ICC-ES that provides required submittals for component.

D. Piping Restraints:

1. Comply with requirements in MSS SP-127.
2. Space lateral supports a maximum of 40 feet o.c., and longitudinal supports a maximum of 80 feet o.c.
3. Brace a change of direction longer than 12 feet.

E. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction an evaluation service member of ICC-ES that provides required submittals for component.

F. Install bushing assemblies for anchor bolts for floor-mounted equipment, arranged to provide resilient media between anchor bolt and mounting hole in concrete base.

G. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.

H. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.

I. Drilled-in Anchors:

1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcing or embedded items during coring or drilling. Notify the structural engineer if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
4. Adhesive Anchors: Clean holes to remove loose material and drilling dust prior to installation of adhesive. Place adhesive in holes proceeding from the bottom of the hole and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive.
5. Set anchors to manufacturer's recommended torque, using a torque wrench.
6. Install zinc-coated steel anchors for interior and stainless-steel anchors for exterior applications.

3.4 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION

A. Install flexible connections in piping where they cross seismic joints, where adjacent sections or branches are supported by different structural elements, and where the connections terminate with connection to equipment that is anchored to a different structural element from the one supporting the connections as they approach equipment. Comply with requirements in Section 211200 "Fire-Suppression Standpipes," Section 211313 "Wet-Pipe Sprinkler Systems," and Section 211316 "Dry-Pipe Sprinkler Systems" for piping flexible connections.

3.5 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Perform tests and inspections.

C. Tests and Inspections:

1. Provide evidence of recent calibration of test equipment by a testing agency acceptable to authorities having jurisdiction.
2. Schedule test with Owner, through Architect, before connecting anchorage device to restrained component (unless postconnection testing has been approved), and with at least seven days' advance notice.

3. Obtain Architect's approval before transmitting test loads to structure. Provide temporary load-spreading members.
4. Test at least four of each type and size of installed anchors and fasteners selected by Architect.
5. Test to 90 percent of rated proof load of device.
6. Measure isolator restraint clearance.
7. Measure isolator deflection.
8. Verify snubber minimum clearances.

D. Remove and replace malfunctioning units and retest as specified above.

E. Prepare test and inspection reports.

END OF SECTION 210548

SECTION 210553 - IDENTIFICATION FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Related Sections:
1. Section 210100 - Fire Protection General Requirements.
2. Section 210513 – Common Motor Requirements for Fire Suppression Equipment.
3. Section 210523 – General Duty Valves, Pipes, Fittings and Hangers for Fire Suppression Systems.
4. Section 211313 – Wet-Pipe Sprinkler System.
5. Section 211316 – Dry-Pipe Sprinkler Systems.

1.2 SUMMARY

A. Section Includes:

1. Equipment labels.
2. Warning signs and labels.
3. Pipe labels.
4. Stencils.
5. Valve tags.
6. Warning tags.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For color, letter style, and graphic representation required for each identification material and device.

C. Equipment-Label Schedule: Include a listing of all equipment to be labeled and the proposed content for each label.

D. Valve Schedules: Valve numbering scheme.

PART 2 - PRODUCTS

2.1 EQUIPMENT LABELS

A. Metal Labels for Equipment:

1. Material and Thickness: Brass, 0.032-inch-thick, with predrilled holes for attachment hardware.

2. Letter Color: White.
3. Background Color: Black.
4. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
5. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
6. Fasteners: Stainless-steel rivets or self-tapping screws.
7. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

B. Plastic Labels for Equipment:
1. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/8 inch thick, with predrilled holes for attachment hardware.
2. Letter Color: White.
3. Background Color: Black.
4. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
5. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
6. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
7. Fasteners: Stainless-steel rivets or self-tapping screws.
8. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

C. Label Content: Include equipment's Drawing designation or unique equipment number, Drawing numbers where equipment is indicated (plans, details, and schedules), and the Specification Section number and title where equipment is specified.

D. Equipment-Label Schedule: For each item of equipment to be labeled, on 8-1/2-by-11-inch bond paper. Tabulate equipment identification number and identify Drawing numbers where equipment is indicated (plans, details, and schedules) and the Specification Section number and title where equipment is specified. Equipment schedule shall be included in operation and maintenance data.

2.2 WARNING SIGNS AND LABELS

A. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/8-inch-thick, with predrilled holes for attachment hardware.

B. Letter Color: White.

C. Background Color: Black.

D. Maximum Temperature: Able to withstand temperatures up to 160 deg F.

E. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.

F. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.

G. Fasteners: Stainless-steel rivets or self-tapping screws.

H. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

I. Label Content: Include caution and warning information, plus emergency notification instructions.

2.3 PIPE LABELS

A. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service and showing flow direction according to ASME A13.1.

B. Pre-tensioned Pipe Labels: Pre-coiled, semi-rigid plastic formed to cover full circumference of pipe and to attach to pipe without fasteners or adhesive.

C. Self-adhesive Pipe Labels: Printed plastic with contact-type, permanent-adhesive backing.

D. Pipe-Label Contents: Include identification of piping service using same designations or abbreviations as used on Drawings, pipe size, and an arrow indicating flow direction.

1. Flow-Direction Arrows: Integral with piping-system service lettering to accommodate both directions or as separate unit on each pipe label to indicate flow direction.
2. Lettering Size: Size letters according to ASME A13.1 for piping. Lettering shall be minimum of 1/2 inch.

E. Pipe-Label Colors:

1. Background Color: Safety Red.
2. Letter Color: White.

2.4 VALVE TAGS

A. Description: Stamped or engraved with 1/4-inch letters for piping-system abbreviation and 1/2-inch numbers.

1. Tag Material: Brass, 0.032-inch-thick, with predrilled holes for attachment hardware.
2. Fasteners: Brass beaded chain or S-hook.
3. Valve-Tag Color: Safety Red.
4. Letter Color: White.

B. Valve Schedules: For each piping system, on 8-1/2-by-11-inch bond paper. Tabulate valve number, piping system, system abbreviation (as shown on valve tag), location of valve (room or space), normal-operating position (open, closed, or modulating), and variations for identification. Mark valves for emergency shutoff and similar special uses.

1. Valve-tag schedule shall be included in operation and maintenance data.

2.5 WARNING TAGS

A. Description: Preprinted or partially preprinted, accident-prevention tags, of plasticized card stock with matte finish suitable for writing.

1. Size: 3 by 5-1/4 inches minimum.

2. Fasteners: Reinforced grommet and wire or string.
3. Nomenclature: Large-size primary caption such as "DANGER," "CAUTION," or "DO NOT OPERATE."
4. Color: Safety Yellow background with black lettering.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean piping and equipment surfaces of incompatible primers, paints, and encapsulants, as well as dirt, oil, grease, release agents, and other substances that could impair bond of identification devices.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be installed.

B. Coordinate installation of identifying devices with locations of access panels and doors.

C. Install identifying devices before installing acoustical ceilings and similar concealment.

3.3 EQUIPMENT LABEL INSTALLATION

A. Install or permanently fasten labels on each major item of mechanical equipment.

B. Locate equipment labels where accessible and visible.

3.4 PIPE LABEL INSTALLATION

A. Piping: Painting of piping is specified in Division 9.

B. Stenciled Pipe-Label Option: Stenciled labels may be provided instead of manufactured pipe labels, at Installer's option. Install stenciled pipe labels, complying with ASME A13.1, with painted, color-coded bands or rectangles on each piping system.

1. Identification Paint: Use for contrasting background.
2. Stencil Paint: Use for pipe marking.

C. Pipe-Label Locations: Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed locations as follows:

1. Near each valve and control device.
2. Near each branch connection excluding short takeoffs. Where flow pattern is not obvious, mark each pipe at branch.
3. Near penetrations and on both sides of through walls, floors, ceilings, and inaccessible enclosures.
4. At access doors, manholes, and similar access points that permit a view of concealed piping.
5. Near major equipment items and other points of origination and termination.

6. Spaced at maximum intervals of 25 feet along each run. Reduce intervals to 10 feet in areas of congested piping and equipment.
7. On piping above removable acoustical ceilings. Omit intermediately spaced labels.

D. Directional Flow Arrows: Arrows shall be used to indicate direction of flow in pipes including pipes where flow is allowed in both directions.

3.5 VALVE-TAG INSTALLATION

A. Install tags on valves and control devices in fire-suppression piping systems. List tagged valves in a valve-tag schedule.

B. Valve-Tag Application Schedule: Tag valves according to size, shape, and with captions similar to those indicated in "Valve-Tag Size and Shape" Subparagraph below:

1. Valve-Tag Size and Shape:

a. Wet-Pipe Sprinkler System: 1-1/2 inches, round.
b. Dry-Pipe Sprinkler System: 1-1/2 inches, round.

3.6 WARNING-TAG INSTALLATION

A. Write required message on, and attach warning tags to, equipment and other items where required.

END OF SECTION 210553

SECTION 211100 - FACILITY FIRE-SUPPRESSION WATER-SERVICE PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Related Sections:
1. Section 210100 - Fire Protection General Requirements.
2. Section 210517 – Sleeves and Sleeve Seals for Fire Suppression Piping.
3. Section 210518 – Escutcheons for Fire Suppression Piping.
4. Section 210548 – Vibration and Seismic Controls for Fire-Suppression Piping and Equipment.
5. Section 210553 - Identification for Fire Suppression Piping and Equipment.
6. Section 211313 – Wet-Pipe Sprinkler System.
7. Section 211316 – Dry-Pipe Sprinkler Systems.

1.2 SUMMARY

A. Section includes fire-suppression water-service piping and related components outside the building and service entrance piping through floor or through the foundation wall into the building and the following:

1. Pipes, fittings, and specialties.
2. Fire-suppression specialty valves.
3. Alarm devices.

B. Utility-furnished products include water meters that are furnished to the site, ready for installation.

C. Related Requirements:

1. Section 211119 "Fire-Department Connections" for exposed-, flush-, and yard-type, fire-department connections.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings:

1. Detail precast concrete vault assemblies and indicate dimensions, method of field assembly, and components.
2. Include diagrams for power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: For piping and specialties including relation to other services in same area, drawn to scale. Show piping and specialty sizes and valves, meter and specialty locations, and elevations.

B. Field quality-control reports.

1.5 QUALITY ASSURANCE

A. Regulatory Requirements:

1. Comply with requirements of utility company supplying the water. Include tapping of water mains and backflow prevention.
2. Comply with standards of authorities having jurisdiction for fire-suppression water-service piping, including materials, hose threads, installation, and testing.

B. Piping materials shall bear label, stamp, or other markings of specified testing agency.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

D. Comply with FM Global's "Approval Guide" or UL's "Fire Protection Equipment Directory" for fire-service-main products.

E. NFPA Compliance: Comply with NFPA 24 for materials, installations, tests, flushing, and valve and hydrant supervision for fire-suppression water-service piping.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Preparation for Transport: Prepare valves, including fire hydrants, according to the following:

1. Ensure that valves are dry and internally protected against rust and corrosion.
2. Protect valves against damage to threaded ends and flange faces.
3. Set valves in best position for handling. Set valves closed to prevent rattling.

B. During Storage: Use precautions for valves, including fire hydrants, according to the following:

1. Do not remove end protectors unless necessary for inspection; then reinstall for storage.
2. Protect from weather. Store indoors and maintain temperature higher than ambient dew point temperature. Support off the ground or pavement in watertight enclosures when outdoor storage is necessary.

C. Handling: Use sling to handle valves and fire hydrants if size requires handling by crane or lift. Rig valves to avoid damage to exposed parts. Do not use hand-wheels or stems as lifting or rigging points.

D. Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.

E. Protect stored piping from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor when storing inside.

F. Protect flanges, fittings, and specialties from moisture and dirt.

G. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.

1.7 PROJECT CONDITIONS

A. Interruption of Existing Fire-Suppression Water-Service Piping: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary water-distribution service according to requirements indicated:

1. Notify the Owner no fewer than five days in advance of proposed interruption of service.
2. Do not proceed with interruption of service without the Owner's written permission.

PART 2 - PRODUCTS

2.1 DUCTILE-IRON PIPE AND FITTINGS

A. Grooved-Joint, Ductile-Iron Pipe: AWWA C151, with cut, rounded-grooved ends.

B. Mechanical-Joint, Ductile-Iron Pipe: AWWA C151, with mechanical-joint bell and plain spigot end.

C. Push-on-Joint, Ductile-Iron Pipe: AWWA C151, with push-on-joint bell and plain spigot end.

D. Grooved-End, Ductile-Iron Pipe Appurtenances:
1. Grooved-End, Ductile-Iron Fittings: ASTM A 47/A 47M, malleable-iron castings or ASTM A 536, ductile-iron castings with dimensions matching pipe.
2. Grooved-End, Ductile-Iron-Piping Couplings: AWWA C606, for ductile-iron-pipe dimensions. Include ferrous housing sections, gasket suitable for water, and bolts and nuts.

E. Mechanical-Joint, Ductile-Iron Fittings: AWWA C110, ductile- or gray-iron standard pattern or AWWA C153, ductile-iron compact pattern.

1. Glands, Gaskets, and Bolts: AWWA C111, ductile- or gray-iron glands, rubber gaskets, and steel bolts.

F. Push-on-Joint, Ductile-Iron Fittings: AWWA C153, ductile-iron compact pattern.

1. Gaskets: AWWA C111, rubber.

G. Flanges: ASME B16.1, Class 125, cast iron.

2.2 SPECIAL PIPE FITTINGS

A. Ductile-Iron Flexible Expansion Joints:
1. Description: Compound, ductile-iron fitting with combination of flanged and mechanical-joint ends complying with AWWA C110 or AWWA C153. Include two gasketed ball-joint sections and one or more gasketed sleeve sections. Assemble components for offset and expansion indicated. Include AWWA C111, ductile-iron glands, rubber gaskets, and steel bolts.
2. Pressure Rating: 250 psig minimum.

B. Ductile-Iron Deflection Fittings:
   1. Description: Compound, ductile-iron coupling fitting with sleeve and one or two flexing sections for up to 15-degree deflection, gaskets, and restrained-joint ends complying with AWWA C110 or AWWA C153. Include AWWA C111, ductile-iron glands, rubber gaskets, and steel bolts.
   2. Pressure Rating: 250 psig minimum.

2.3 ENCASEMENT FOR PIPING

A. Standard: ASTM A 674 or AWWA C105.

B. Material: Linear low-density PE film of 0.008-inch minimum thickness or high-density, cross-laminated PE film of 0.004-inch minimum thickness.

C. Form: Sheet or tube.

D. Color: Black or natural.

2.4 JOINING MATERIALS

A. Gaskets for Ferrous Piping: ASME B16.21, asbestos free.

2.5 PIPING SPECIALTIES

A. Transition Fittings: Manufactured fitting or coupling same size as, with pressure rating at least equal to and ends compatible with, piping to be joined.

B. Tubular-Sleeve Pipe Couplings:
   1. Description: Metal, bolted, sleeve-type, reducing or transition coupling, with center sleeve, gaskets, end rings, and bolt fasteners, and with ends of same sizes as piping to be joined.
   2. Standard: AWWA C219.
   3. Center-Sleeve Material: Ductile iron or Malleable iron.
   4. Gasket Material: Natural or synthetic rubber.
   5. Pressure Rating: 200 psig minimum.
   6. Metal Component Finish: Corrosion-resistant coating or material.

2.6 CORPORATION VALVES

A. Corporation Valves: Comply with AWWA C800. Include saddle and valve compatible with tapping machine and manifold.

   1. Service Saddle: Copper alloy with seal and AWWA C800, threaded outlet for corporation valve.
   2. Corporation Valve: Bronze body and ground-key plug, with AWWA C800, threaded inlet and outlet matching service piping material.
   3. Manifold: Copper fitting with two to four inlets as required, with ends matching corporation valves and outlet matching service piping material.

B. Meter Valves: Comply with AWWA C800 for high-pressure, service-line valves. Include angle- or straight-through-pattern bronze body, ground-key plug or ball, and wide tee head, with inlet and outlet matching service piping material.

2.7 DETECTOR CHECK VALVES

A. Description: Galvanized cast-iron body, bolted cover with air-bleed device for access to internal parts, and flanged ends. Include one-piece bronze disc with bronze bushings, pivot, and replaceable seat. Include threaded bypass taps in inlet and outlet for bypass meter connection. Set valve to allow minimal water flow through bypass meter when major water flow is required.

B. Standards: UL 312 and FM Global's "Approval Guide."

C. Pressure Rating: 175 psig.

D. Water Meter: AWWA C700, disc type, at least one-fourth size of detector check valve. Include meter, bypass piping, gate valves, check valve, and connections to detector check valve.

2.8 DETECTOR-TYPE WATER METERS

A. AWWA, Detector Check Water Meters:

1. Description: Main line, turbine meter with second meter on bypass.
2. Standard: AWWA C703.
3. Registration: Flow in gallons cubic feet.
4. Pressure Rating: 150 psig.
5. Bypass Meter: AWWA C701, turbine AWWA C702, compound-type, bronze case.

    a. Size: At least one-half nominal size of main-line meter.

B. Fire-Protection, Detector Check Water Meters:

1. Description: Main-line turbine meter with strainer and second meter on bypass.
2. Standards: UL's "Fire Protection Equipment Directory" listing and FM Global's "Approval Guide."
3. Registration: Flow in gallons cubic feet.
4. Pressure Rating: 175 psig minimum.
5. Bypass Meter: AWWA C701, turbine-type, bronze case.

    a. Size: At least 2-inch.

C. Remote Registration System:

1. Description: Utility company's standard; direct-reading type. Include meter modified with signal-transmitting assembly, low-voltage connecting wiring, and remote register assembly.
2. Standard: AWWA C706.
3. Registration: Flow in gallons cubic feet.

D. Remote Registration System:

1. Description: Utility company's standard; encoder type. Include meter modified with signal-transmitting assembly, low-voltage connecting wiring, and remote register assembly.
2. Standard: AWWA C707.
3. Registration: Flow in gallons cubic feet.
4. Data-Acquisition Units: Comply with utility company's requirements for type and quantity.
5. Visible Display Units: Comply with utility company's requirements for type and quantity.

2.9 PRESSURE-REDUCING VALVES

A. Water Regulators:
1. Standard: ASSE 1003.
2. Pressure Rating: Initial pressure of 150 psig.
3. Size: 6-inch.
4. Design Flow Rate: 500 gpm.
5. Design Inlet Pressure: 50 psig.
6. Design Outlet Pressure Setting: 100 psig.
7. Body Material: Bronze for 2-inch and smaller; cast iron with interior lining complying with AWWA C550 or that is FDA approved for 2-1/2-inch and 3-inch.
8. End Connections: Threaded for 2-inch and smaller; flanged for 2-1/2 and 3-inch.

2.10 BACKFLOW PREVENTERS

A. Double-Check, Backflow-Prevention Assemblies:
1. Standard: ASSE 1015.
2. Operation: Continuous-pressure applications unless otherwise indicated.
3. Pressure Loss**:** 5 psig maximum, through middle one-third of flow range.
4. Size: 6-inch.
5. Design Flow Rate: 500- gpm.
6. Pressure Loss at Design Flow Rate: 10 psig for 2-inch and smaller; 14 psig for 2-1/2-inch and larger.
7. Body Material: Bronze for 2-inch and smaller; steel with interior lining complying with AWWA C550 for 2-1/2-inch and larger.
8. End Connections: Threaded for 2-inch and smaller; flanged for 2-1/2-inch and larger.
9. Configuration: Designed for horizontal, straight through flow.
10. Accessories: Ball valves with threaded ends on inlet and outlet of 2-inch and smaller; OS&Y gate valves with flanged ends on inlet and outlet of 2-1/2-inch and larger.

B. Double-Check, Detector-Assembly Backflow Preventers:
1. Standards: ASSE 1048 and UL's "Fire Protection Equipment Directory" listing or FM Global's "Approval Guide."
2. Operation: Continuous-pressure applications.
3. Pressure Loss: 5 psig maximum, through middle one-third of flow range.
4. Size: 6-inch.
5. Design Flow Rate: 500 gpm.
6. Pressure Loss at Design Flow Rate: 14 psig.
7. Body Material: Steel with interior lining complying with AWWA C550.
8. End Connections: Flanged.
9. Configuration: Designed for horizontal, straight through flow.
10. Accessories:

    a. Valves: UL 262 and FM Global's "Approval Guide" listing; OS&Y gate type with flanged ends on inlet and outlet.
    b. Bypass: With displacement-type water meter, shutoff valves, and reduced-pressure backflow preventer.

C. Backflow Preventer Test Kits:
1. Description: Factory calibrated, with gages, fittings, hoses, and carrying case with test-procedure instructions.

2.11 ALARM DEVICES

A. General: UL 753 and FM Global's "Approval Guide" listing, of types and sizes to mate and match piping and equipment.

B. Water-Flow Indicators: Vane-type water-flow detector, rated for 250-psig working pressure; designed for horizontal or vertical installation; with two single-pole, double-throw circuit switches to provide isolated alarm and auxiliary contacts, 7 A, 125-V ac and 0.25 A, 24-V dc; complete with factory-set, field-adjustable retard element to prevent false signals and tamperproof cover that sends signal when cover is removed.

C. Supervisory Switches: Single pole, double throw; designed to signal valve in other than fully open position.

D. Pressure Switches: Single pole, double throw; designed to signal increase in pressure.

PART 3 - EXECUTION

3.1 EARTHWORK

A. Comply with excavating, trenching, and backfilling requirements in Section 312000 "Earth Moving."

3.2 PIPING INSTALLATION

A. Water-Main Connection: Arrange with water utility company for tap of size and in location indicated in water main.

B. Water-Main Connection: Tap water main according to requirements of water utility company and of size and in location indicated.

C. Make connections larger than 2-inch with tapping machine according to the following:

1. Install tapping sleeve and tapping valve according to MSS SP-60.
2. Install tapping sleeve on pipe to be tapped. Position flanged outlet for gate valve.
3. Use tapping machine compatible with valve and tapping sleeve; cut hole in main. Remove tapping machine and connect water-service piping.
4. Install gate valve onto tapping sleeve. Comply with MSS SP-60. Install valve with stem pointing up and with valve box.

D. Make connections 2-inch and smaller with drilling machine according to the following:

1. Install service-saddle assemblies and corporation valves in size, quantity, and arrangement required by utility company's standards.
2. Install service-saddle assemblies on water-service pipe to be tapped. Position outlets for corporation valves.
3. Use drilling machine compatible with service-saddle assemblies and corporation valves. Drill hole in main. Remove drilling machine and connect water-service piping.
4. Install corporation valves into service-saddle assemblies.
5. Install manifold for multiple taps in water main.
6. Install curb valve in water-service piping with head pointing up and with service box.

E. Comply with NFPA 24 for fire-service-main piping materials and installation.

F. Install ductile-iron, water-service piping according to AWWA C600 and AWWA M41.

1. Install encasement for piping according to ASTM A 674 or AWWA C105.

G. Bury piping with depth of cover over top at least 60 inches, with top at least 12 inches below level of maximum frost penetration, and according to the following:

1. Under Driveways: With at least 60 inches of cover over top.
2. Under Railroad Tracks: With at least 72 inches of cover over top.
3. In Loose Gravelly Soil and Rock: With at least 12 inches of additional cover.

H. Install piping by tunneling or jacking, or combination of both, under streets and other obstructions that cannot be disturbed.

I. Extend fire-suppression water-service piping and connect to water-supply source and building fire-suppression water-service piping systems at locations and pipe sizes indicated.

1. Terminate fire-suppression water-service piping within the building at the floor slab or foundation wall until building-water-piping systems are installed. Terminate piping with caps, plugs, or flanges as required for piping material. Make connections to building's fire-suppression water-service piping systems when those systems are installed.

J. Install underground piping with restrained joints at horizontal and vertical changes in direction. Use restrained-joint piping, thrust blocks, anchors, tie-rods and clamps, and other supports.

K. Comply with requirements for fire-suppression water-service piping inside the building in the following Sections:

1. Section 211313 "Wet-Pipe Sprinkler Systems
2. Section 211316 "Dry-Pipe Sprinkler Systems"

L. Comply with requirements in Section 221116 "Domestic Water Piping" for potable-water piping inside the building.

M. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 210517 "Sleeves and Sleeve Seals for Fire-Suppression Piping."

N. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Section 210517 "Sleeves and Sleeve Seals for Fire-Suppression Piping."

3.3 JOINT CONSTRUCTION

A. Install couplings, flanges, flanged fittings, unions, nipples, and transition and special fittings that have finish and pressure rating same as or higher than systems pressure rating for aboveground applications unless otherwise indicated.

B. Install unions adjacent to each valve in tubing 2-inch and smaller.

C. Install flanges, flange adaptors, or couplings for grooved-end piping on valves, apparatus, and equipment having 2-1/2-inch and larger end connections.

D. Ream ends of tubes and remove burrs.

E. Remove scale, slag, dirt, and debris from outside and inside of pipes, tubes, and fittings before assembly.

F. Ductile-Iron Piping, Gasketed Joints for Fire-Service-Main Piping: UL 194.

G. Ductile-Iron Piping, Grooved Joints: Cut-groove pipe. Assemble joints with grooved-end, ductile-iron-piping couplings, gaskets, lubricant, and bolts.

H. Flanged Joints: Select appropriate gasket material in size, type, and thickness suitable for water service. Join flanges with bolts according to ASME B31.9.

I. Dissimilar Materials Piping Joints: Use adapters compatible with both piping materials, with OD, and with system working pressure.

J. Do not use flanges or unions for underground piping.

3.4 ANCHORAGE INSTALLATION

A. Anchorage, General: Install water-distribution piping with restrained joints. Anchorages and restrained-joint types that may be used include the following:

1. Concrete thrust blocks.
2. Locking mechanical joints.
3. Set-screw mechanical retainer glands.
4. Bolted flanged joints.
5. Heat-fused joints.
6. Pipe clamps and tie rods.

B. Install anchorages for tees, plugs and caps, bends, crosses, valves, and hydrant branches in fire-suppression water-service piping according to NFPA 24 and the following:

1. Gasketed-Joint, Ductile-Iron, Water-Service Piping: According to AWWA C600.

C. Apply full coat of asphalt or other acceptable corrosion-resistant material to surfaces of installed ferrous anchorage devices.

3.5 VALVE INSTALLATION

A. AWWA Gate Valves: Comply with AWWA C600 and AWWA M44. Install each underground valve with stem pointing up and with valve box.

B. AWWA Valves Other Than Gate Valves: Comply with AWWA C600 and AWWA M44.

C. UL-Listed or FM Global-Approved Gate Valves: Comply with NFPA 24. Install each underground valve and valves in vaults with stem pointing up and with vertical cast-iron indicator post.

D. UL-Listed or FM Global-Approved Valves Other Than Gate Valves: Comply with NFPA 24.

E. MSS Valves: Install as component of connected piping system.

F. Pressure-Reducing Valves: Install in vault or aboveground between shutoff valves.

G. Support valves and piping, not direct buried, on concrete piers. Comply with requirements for concrete piers in Section 033000 "Cast-in-Place Concrete." Section 033053 "Miscellaneous Cast-in-Place Concrete."

3.6 DETECTOR CHECK VALVE INSTALLATION

A. Install in vault or aboveground.

B. Install for proper direction of flow. Install bypass with water meter, gate valves on each side of meter, and check valve downstream from meter.

C. Support detector check valves and piping on concrete piers. Comply with requirements for concrete piers in Section 033000 "Cast-in-Place Concrete." Section 033053 "Miscellaneous Cast-in-Place Concrete."

3.7 BACKFLOW PREVENTER INSTALLATION

A. Install backflow preventers of type, size, and capacity indicated. Include valves and test cocks. Install according to requirements of plumbing and health department and authorities having jurisdiction.

B. Do not install backflow preventers that have relief drain in vault or in other spaces subject to flooding.

C. Do not install bypass piping around backflow preventers.

D. Support 2-1/2-inch and larger backflow preventers and piping on concrete piers. Comply with requirements for concrete piers in Section 033000 "Cast-in-Place Concrete." Section 033053 "Miscellaneous Cast-in-Place Concrete."

3.8 FIRE-DEPARTMENT CONNECTION INSTALLATION

A. Install ball drip valves at each check valve for fire-department connection to mains.

B. Install protective pipe bollards on two sides of each freestanding fire-department connection. Pipe bollards are specified in Section 055000 "Metal Fabrications."

3.9 ALARM DEVICE INSTALLATION

A. General: Comply with NFPA 24 for devices and methods of valve supervision. Underground valves with valve box do not require supervision.

B. Supervisory Switches: Supervise valves in open position.

1. Valves: Grind away portion of exposed valve stem. Bolt switch, with plunger in stem depression, to OS&Y gate-valve yoke.
2. Indicator Posts: Drill and thread hole in upper-barrel section at target plate. Install switch, with toggle against target plate, on barrel of indicator post.

C. Locking and Sealing: Secure unsupervised valves as follows:

1. Valves: Install chain and padlock on open OS&Y gate valve.
2. Post Indicators: Install padlock on wrench on indicator post.

D. Pressure Switches: Drill and thread hole in exposed barrel of fire hydrant. Install switch.

E. Water-Flow Indicators: Install in water-service piping in vault. Select indicator with saddle and vane matching pipe size. Drill hole in pipe, insert vane, and bolt saddle to pipe.

F. Connect alarm devices to building's fire-alarm system. Wiring and fire-alarm devices are specified in Section 284621.11 "Addressable Fire-Alarm Systems."

3.10 CONNECTIONS

A. Connect fire-suppression water-service piping to utility water main existing water main. Use tapping sleeve and tapping valve.

B. Connect fire-suppression water-service piping to interior fire-suppression piping.

C. Connect waste piping from concrete vault drains to waste water system.

3.11 FIELD QUALITY CONTROL

A. Use test procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described below.

B. Piping Tests: Conduct piping tests before joints are covered and after concrete thrust blocks have hardened sufficiently. Fill pipeline 24 hours before testing and apply test pressure to stabilize system. Use only potable water.

C. Hydrostatic Tests: Test at not less than one-and-one-half times the working pressure for two hours.

1. Increase pressure in 50-psig increments and inspect each joint between increments. Hold at test pressure for one hour; decrease to zero psig. Slowly increase again to test pressure and hold for one more hour. Maximum allowable leakage is 2 quarts per hour per 100 joints. Remake leaking joints with new materials and repeat test until leakage is within allowed limits.

D. Prepare test and inspection reports.

3.12 IDENTIFICATION

A. Install continuous underground detectable warning tape during backfilling of trench for underground fire-suppression water-service piping. Locate below finished grade, directly over piping. Underground warning tapes are specified in Section 312000 "Earth Moving."

B. Permanently attach equipment nameplate or marker indicating plastic fire-suppression water-service piping or fire-suppression water-service piping with electrically insulated fittings, on main electrical meter panel. Comply with requirements for identifying devices in Section 210553 "Identification for Fire Suppression Piping and Equipment."

3.13 CLEANING

A. Clean and disinfect fire-suppression water-service piping as follows:

1. Purge new piping systems and parts of existing systems that have been altered, extended, or repaired before use.
2. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in NFPA 24 for flushing of piping. Flush piping system with clean, potable water until dirty water does not appear at points of outlet.
3. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in AWWA C651 or do as follows:

    a. Fill system or part of system with water/chlorine solution containing at least 50 ppm of chlorine; isolate and allow it to stand for 24 hours.
    b. Drain system or part of system of previous solution and refill with water/chlorine solution containing at least 200 ppm of chlorine; isolate and allow it to stand for three hours.
    c. After standing time, flush system with clean, potable water until no chlorine remains in water coming from system.
    d. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedure if biological examination shows evidence of contamination.

B. Prepare reports of purging and disinfecting activities.

3.14 PIPING SCHEDULE

A. Underground fire-suppression water-service piping up to 4-inches shall be one of the following:
1. Mechanical-joint, ductile-iron pipe; mechanical-joint, ductile- or gray-iron, standard-pattern fittings; glands, gaskets, and bolts; and gasketed joints.
2. Push-on-joint, ductile-iron pipe; push-on-joint, ductile-iron compact-pattern fittings; and gasketed joints.

B. Underground fire-suppression water-service piping 6-inches and over shall be one of the following:
1. Mechanical-joint, ductile-iron pipe; mechanical-joint, ductile- or gray-iron, standard-pattern fittings; glands, gaskets, and bolts; and gasketed joints.
2. Push-on-joint, ductile-iron pipe; push-on-joint, ductile-iron compact-pattern fittings; and gasketed joints.

C. Aboveground and vault fire-suppression water-service piping up to 4-inches shall be the following:
1. Grooved-end, ductile-iron pipe; grooved-end, ductile-iron pipe appurtenances; and grooved joints.

D. Aboveground and vault fire-suppression water-service piping 6-inches and over shall be the following:
1. Grooved-end, ductile-iron pipe; grooved-end, ductile-iron pipe appurtenances; and grooved joints.

E. Underslab fire-suppression water-service piping up to 4-inches shall be one of the following:
1. Mechanical-joint, ductile-iron pipe; mechanical-joint, ductile- or gray-iron, standard-pattern fittings; glands, gaskets, and bolts; and restrained, gasketed joints.
2. Push-on-joint, ductile-iron pipe; push-on-joint, ductile-iron compact-pattern fittings; and restrained, gasketed joints.

F. Underslab fire-suppression water-service piping 6-inches and over shall be one of the following:

1. Mechanical-joint, ductile-iron pipe; mechanical-joint, ductile- or gray-iron, standard-pattern fittings; glands, gaskets, and bolts; and restrained, gasketed joints.
2. Push-on-joint, ductile-iron pipe; push-on-joint, ductile-iron compact-pattern fittings; and restrained, gasketed joints.

3.15 VALVE SCHEDULE

A. Underground fire-suppression water-service shutoff valves shall be corporation valves or curb valves with ends compatible with piping.

B. Meter box fire-suppression water-service shutoff valves shall be meter valves.

C. Vault fire-suppression water-service shutoff valves shall be Class 125, MSS, bronze, nonrising stem or UL-listed or FM Global-approved, OS&Y, bronze, gate valves.

D. Underground fire-suppression water-service shutoff valves shall be one of the following:
1. 175-psig, UL-listed or FM Global-approved, iron, nonrising-stem gate valves.

E. Standard-pressure, aboveground and vault fire-suppression water-service shutoff valves shall be one of the following:
1. 175-psig, UL-listed or FM Global-approved, iron, OS&Y gate valves.

F. Fire-suppression water-service check valves shall be one of the following:

1. AWWA and UL-listed or FM Global-approved check valves.
2. UL-listed or FM Global-approved detector check valves.

END OF SECTION 211100

SECTION 211313 - WET-PIPE SPRINKLER SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Related Sections:

1. Section 210100 “Fire Protection General Requirements”.
2. Section 210517 “Sleeves and Sleeve Seals for Fire Suppression Piping”.
3. Section 210518 “Escutcheons for Fire Suppression Piping”.
4. Section 210523 "General-Duty Valves, Pipe and Fittings for Water-Based Fire-Suppression Piping" for ball, butterfly, check, gate, post-indicator, and trim and drain valves.
5. Section 210548 “Vibration and Seismic Controls for Fire Suppression Piping and Equipment”.
6. Section 210553 Identification for Fire Suppression Piping and Equipment”.

1.2 SUMMARY

A. Section Includes:
1. Specialty valves.
2. Sprinklers.
3. Alarm devices.
4. Pressure gages.
5. Specialties.

1.3 DEFINITIONS

A. High-Pressure Sprinkler Piping: Wet-pipe sprinkler system piping designed to operate at working pressure higher than standard 175 psig, but not higher than 250 psig.

B. Standard-Pressure Sprinkler Piping: Wet-pipe sprinkler system piping designed to operate at working pressure of 175-psigmaximum.

1.4 REFERENCES

A. National Fire Protection Association:
1. NFPA 13 - Installation of Sprinkler Systems.
2. NFPA 24 - Installation of Private Fire Service Mains and Their Appurtenances.

B. Underwriter Laboratories, Inc.:

1. UL - Fire Resistance Directory.

C. Factory Mutual:
1. FM - Factory Mutual Approval Guide.

1.5 SYSTEM DESCRIPTION

A. Provide a wet pipe system hydraulically designed in accordance with NFPA 13 and all requirements of the local Authority Having Jurisdiction.

B. System to provide coverage for the entire building.

C. Provide system to NFPA Standard occupancy requirements as noted on the drawings.

D. Hydraulic data and water supply information shall be as noted on the drawings.

E. Interface system with building fire alarm system.

F. The sprinkler locations and piping arrangements indicated on the contract documents are diagrammatic. It is the responsibility of the contractor to fully coordinate sprinkler and piping locations with all other trades.

G. Sprinkler locations indicated on the Contract Documents indicate sprinkler coverage utilizing standard coverage sprinklers maximum 225 square feet per sprinkler for light hazard and 130 square feet per sprinkler for ordinary hazard. Extended coverage sprinklers shall not be installed in any locations unless specifically indicated on the Contract Document drawings.

H. All sprinklers installed in a light hazard classification occupancy shall be a listed quick response type.

I. Provide fire department connections as indicated on Drawings.

J. Sprinkler Cabinets: Finished, wall-mounted, steel cabinet with hinged cover, and with space for minimum of six spare sprinklers plus sprinkler wrench. Include number of sprinklers required by NFPA 13 and sprinkler wrench. Include separate cabinet with sprinklers and wrench for each type of sprinkler used on Project.

1.6 PERFORMANCE REQUIREMENTS

A. Standard-Pressure Piping System Component: Listed for 175-psigminimum working pressure.

B. High-Pressure Piping System Component: Listed for 250-psigminimum working pressure.

C. Delegated Design: Design sprinkler system(s), including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
1. Available fire-hydrant flow test records indicate the following conditions:
a. Refer to fire protection drawings.

D. Sprinkler system design shall be approved by authorities having jurisdiction.
   1. Margin of Safety for Available Water Flow and Pressure: 10 percent, including losses through water-service piping, valves, and backflow preventers.
   2. Sprinkler Occupancy Hazard Classifications:
      a. Refer to fire protection drawings.
   3. Minimum Density for Automatic-Sprinkler Piping Design:
      a. Refer to fire protection drawings.
   4. Total Combined Hose-Stream Demand Requirement: According to NFPA 13 unless otherwise indicated:
      a. Light-Hazard Occupancies: 100 gpm for 30 minutes.
      b. Ordinary-Hazard Occupancies: 250 gpm for 60 to 90 minutes.

E. Seismic Performance: Sprinkler piping shall withstand the effects of earthquake motions determined according to NFPA 13.

1.7 SUBMITTALS

A. Section 013300 - Submittal Procedures: Submittal procedures.

B. Where the terms “authorities having jurisdiction” is used, within this Specification, it is intended to include the Insurance Underwriter and all regulatory agencies having vested interest in this project.

C. Shop Drawings:
   1. Provide fire protections shop drawings drawn to a minimum scale of ¼” =1’-0”. Indicate pipe materials used, joining methods, supports, floor and wall penetration seals. Indicate installation, layout, weights, mounting and support details, and piping connections.
   2. Provide hydraulic calculations, detailed pipe layout, hangers and supports, components and accessories. Indicate system controls.
   3. All sprinkler drawings and calculations shall bear the seal of a Professional Engineer licensed in the State of Connecticut. Seal and signature shall not be copied and shall be provided as an original drawing and each calculation.
   4. Sprinklers shall be as shown on drawings and submittals and shall be specifically identified with the applicable style or series designation as published in the appropriate agency listing or approval. Trade names or other abbreviated designations are not permitted.
   5. Working plans, prepared according to NFPA 13.
   6. Sprinkler Contractor shall conduct a hydrant flow test. This flow data shall be used for the Sprinkler Contractor’s hydraulic calculations. Coordinate flow test requirements with the water company. All fees associated with the flow test shall be paid for by the Sprinkler Contractor.

D. Product Data: Provide data on sprinklers, valves, and specialties, including manufacturers catalog information. Submit performance ratings, rough-in details, weights, support requirements, and piping connections.

E. After successful review by the Engineer, submit sprinkler layout shop drawings, product data, hydraulic calculations to authority having jurisdiction, Fire Marshall, and Owner's insurance underwriter for approval. Submit proof of approval to Architect/Engineer.

F. Grooved joint couplings and fittings shall be shown on shop drawings and product submittals and shall be specifically identified with the applicable Victaulic style or series designation.

G. Manufacturer's Certificate: Certify that system has been tested and meets or exceeds specified requirements and all code requirements.

H. Provide submittals for information purposes:
1. Qualification Data: For qualified Installer and professional engineer**.**
2. Welding certificates.
3. Fire-hydrant flow test report.
4. Field Test Reports and Certificates: Indicate and interpret test results for compliance with performance requirements and as described in NFPA 13. Include "Contractor's Material and Test Certificate for Aboveground Piping."
5. Field quality-control reports.

1.8 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Sprinkler systems, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
1. Domestic water piping.
2. HVAC hydronic piping.
3. Items penetrating finished ceiling including the following:
a. Lighting fixtures.
b. Air outlets and inlets.

B. Qualification Data: For qualified Installer and professional engineer.

C. Approved Sprinkler Piping Drawings: Working plans, prepared according to NFPA 13, that have been approved by authorities having jurisdiction, including hydraulic calculations if applicable.

D. Fire-hydrant flow test report.

E. Field Test Reports and Certificates: Indicate and interpret test results for compliance with performance requirements and as described in NFPA 13. Include "Contractor's Material and Test Certificate for Aboveground Piping."

F. Field quality-control reports.

1.9 CLOSEOUT SUBMITTALS

A. Section 017700 - Execution and Closeout Requirements: Closeout procedures.

B. Project Record Documents: Record actual locations of sprinklers and deviations of piping from drawings. Indicate drain and test locations.

C. Operation and Maintenance Data: For wet-pipe sprinkler systems and specialties to include in emergency, operation, and maintenance manuals. Submit components of system, servicing

requirements, record drawings, inspection data, replacement part numbers and availability, and location and numbers of service depot.

1.10 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Sprinkler Cabinets: Finished, wall-mounted, steel cabinet with hinged cover, and with space for minimum of six spare sprinklers plus sprinkler wrench. Include number of sprinklers required by NFPA 13 and sprinkler wrench. Include separate cabinet with sprinklers and wrench for each type of sprinkler used on Project.

1.11 QUALITY ASSURANCE

A. Workmanship and Qualifications: All materials and equipment shall be installed in accordance with NFPA and all applicable local codes and ordinances. The Sprinkler Contractor shall be state licensed to install sprinkler systems. The Sprinkler Contractor shall make sure that all work and materials conform to the requirements set forth by this Specification. Fire protection equipment shall be installed to conform to NFPA as applicable, and devices used shall be listed and approved by Underwriters laboratories (UL) and/or Factory Mutual (FM).

B. Codes and Standards: All work shall be equal or superior to that required by codes, regulations, ordinances, and laws imposed by the jurisdictional authorities, including those of the State of Connecticut, State Fire Marshall, local ordinances and OSHA. Nothing in the Specifications permit violations of such directives, and where conflict occurs, the directive shall govern, except where superior work is specified or indicated.

C. In addition to complying with the above codes and regulations, comply with the requirements of the following:
1. NFPA Standard 13.
2. NFPA Standard 24.
3. State Building and Fire Codes.
4. Local Jurisdictional Authorities.

D. All grooved joint couplings, fittings, valves, and specialties shall be the products of a single manufacturer. Grooving tools shall be of the same manufacturer as the grooved components.

E. Valves: Bear UL and/or FM label or marking. Provide manufacturer’s name and pressure rating marked on valve body.

F. All items of similar class shall be the products of the same manufacturer. All valves, accessory items, etc., shall be from the same source.

G. Maintain one copy of each applicable NFPA standard on site.

H. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

I. Installer: Company specializing in performing work of this Section with minimum five years experience.

J. Design sprinkler system under direct supervision of a Professional Engineer experienced in design of this Work and licensed in the State where the project is located.

K. Welding Qualifications: Qualify procedures and operators according to 2010 ASME Boiler and Pressure Vessel Code.

L. Provide sprinklers system hydraulic calculations with a 10% psi safety factor.

M. Maximum pipe velocity for hydraulic calculations shall be 18 feet per second (FPS).

1.12 DELIVERY, STORAGE AND HANDLING

A. Section 016000 - Product Requirements: Product storage and handling requirements.

B. Deliver and store products in shipping containers, with labeling in place.

C. All equipment, valves, gages etc., shall be covered and protected during the execution of the work. All equipment and piping shall be protected from freezing. Labeling to remain in place.

D. All unloading, hauling, and handling of materials shall be the responsibility of the Sprinkler Contractor.

E. The Sprinkler Contractor can obtain information on available storage space on site from the Owner when making examination of the site.

1.13 WARRANTY

A. Section 017700 - Execution and Closeout Requirements: Product warranties and product bonds.

1.14 EXTRA MATERIALS

A. Section 017700 - Execution and Closeout Requirements: Spare parts and maintenance products.

B. Furnish extra sprinklers under provisions of NFPA 13.

C. Furnish suitable wrenches for each sprinkler type.

D. Provide metal storage cabinet adjacent to the sprinkler riser.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Standard-Pressure Piping System Component: Listed for 175-psig minimum working pressure.

B. Seismic Performance: Sprinkler piping shall withstand the effects of earthquake motions determined according to NFPA 13.

2.2 SPECIALTY VALVES

A. Listed in UL's "Fire Protection Equipment Directory" or FM Global's "Approval Guide."

B. Pressure Rating:

1. Standard-Pressure Piping Specialty Valves: 175-psig minimum.
2. High-Pressure Piping Specialty Valves: 250-psig minimum.

C. Body Material: Cast or ductile iron.

D. Size: Same as connected piping.

E. End Connections: Flanged or grooved.

F. Manufactures:
1. Viking.
2. Tyco.
3. Victaulic.
4. Grinnell Corp.
5. Reliable Sprinkler Corp.

G. Alarm Valves:
1. Check type valve with Nitrile seat o-ring aluminum bronze clapper with EPDM seal to automatically actuate electrically and hydraulically operated alarms, with pressure retard chamber and variable pressure trim. Valve internal components shall be replaceable without removing valve from the installed position. Valve shall be Series 751 as manufactured by Victaulic Co or engineer approved equal.
2. Provide retard chamber as part of wet alarm valve trim to allow for pressure fluctuations. Retard chamber shall be Victaulic Series 752 or engineer approved equal by manufacturers listed above. Provide all other trim as recommended by the manufacturer
3. Alarm check valve assembly shall allow discharge of one or more sprinklers to activate electric and hydraulic alarms
4. Drip Cup Assembly: Pipe drain without valves and separate from main drain piping.
5. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application

H. Automatic (Ball Drip) Drain Valves:
1. Standard: UL 1726.

2. Pressure Rating: 175-psig minimum.
3. Type: Automatic draining, ball check.
4. Size: NPS 3/4.
5. End Connections: Threaded.

2.3 SPRINKLER PIPING SPECIALTIES

A. Manufactures:
1. Potter.
2. Potter-Roemer.
3. System Sensor.
4. Victaulic.
5. Viking.

B. Flow Detection and Test Assemblies:
1. Standard: UL's "Fire Protection Equipment Directory" or FM Global's "Approval Guide."
2. Pressure Rating: 175-psig minimum.
3. Body Material: Cast- or ductile-iron housing with orifice, sight glass, and integral test valve.
4. Size: Same as connected piping.
5. Inlet and Outlet: Threaded or grooved.

C. Branch Line Testers:
1. Standard: UL 199.
2. Pressure Rating: 175 psig.
3. Body Material: Brass.
4. Size: Same as connected piping.
5. Inlet: Threaded.
6. Drain Outlet: Threaded and capped.
7. Branch Outlet: Threaded, for sprinkler.

D. Sprinkler Inspector's Test Fittings:
1. Standard: UL's "Fire Protection Equipment Directory" or FM Global's "Approval Guide."
2. Pressure Rating: 175-psig.
3. Body Material: Cast- or ductile-iron housing with sight glass.
4. Size: Same as connected piping.
5. Inlet and Outlet: Threaded.

E. Adjustable Drop Nipples:
1. Standard: UL 1474.
2. Pressure Rating: 250-psig minimum.
3. Body Material: Steel pipe with EPDM-rubber O-ring seals.
4. Size: Same as connected piping.
5. Length: Adjustable.
6. Inlet and Outlet: Threaded.

2.4 SPRINKLERS

A. Listed in UL's "Fire Protection Equipment Directory" or FM Global's "Approval Guide."

B. Pressure Rating for Residential Sprinklers: 175-psig maximum.

C. Pressure Rating for Automatic Sprinklers: 175-psig minimum.

D. Manufacturers:
1. Viking.
2. Tyco.
3. Victaulic.
4. Grinnell Corp.
5. Reliable Sprinkler Corp.

E. All sprinklers shall be adjustable, glass bulb, automatic sprinklers with ½ inch orifice and 5.6 K-factor unless noted otherwise. Type of sprinkler head shall be as indicated on the plans and in accordance with section 211313.

F. Sprinkler bodies shall be die-cast brass, with hex shaped wrench boss integrally cast into the sprinkler body to reduce the risk of damage during installation.

G. Unless noted otherwise, ordinary temperature rated sprinkler heads shall be used throughout the building.

H. Where sprinklers will be installed in close proximity to heat sources and special locations, as identified in NFPA 13, temperature ratings shall be in accordance with the requirements of NFPA 13.

I. Where plans call for extended coverage sprinkler heads coordinate coverage requirements with required pressure and K-factor.

J. Spare Sprinklers: The Sprinkler Contractor shall furnish spare automatic sprinklers in accordance with the requirements of NFPA for stock of extra sprinklers. The sprinklers shall be packed in a suitable container and shall be representative of, and in proportion to, the number of each type and temperature rating of the sprinklers installed. The Sprinkler Contractor shall furnish no less than two special sprinkler wrenches, or at least one wrench for each container or sprinkler box, whichever is greater.

K. In areas where sprinkler heads are subject to physical damage, provide sprinkler guard assembly over head, finish to match sprinkler finish. This shall include but not limited to the following locations.
1. Heads in elevator shafts.
2. Heads under lower rakes of stairways.
3. Heads in electrical rooms, boiler rooms and other mechanical rooms.
4. Heads installed 7’-0” or less above finished floors.
5. Heads in gymnasium/fitness center areas.

L. Sprinklers shall be in accordance with the following table:

Sprinkler Type	Sprinkler Finish	Manufacturer/Model Number
Pendent Type Sprinklers	Chrome plated finish with chrome plated surface escutcheon	Reliable Model F156
Upright Type Sprinklers	Brass finish.	Reliable Model F156.
Semi-recessed Pendent Type Sprinkler	Chrome plated finish with chrome plated adjustable semi-recessed escutcheon	Reliable Model F156
Concealed Type Sprinklers	Brass finish with factory painted white cover plate.	Reliable Model G4
Sidewall Type Sprinklers	Chrome plated finish with chrome plated, adjustable, semi-recessed escutcheon.	Reliable Model F156
Quick-response Pendent and Upright Type Sprinklers	Chrome plated finish with chrome plated adjustable semi-recessed escutcheon	Reliable Model F1FR
Quick-response Sidewall Type Sprinklers	Chrome plated finish with chrome plated adjustable semi-recessed escutcheon	Reliable Model F1FR
Quick-response Concealed Type Sprinklers	Brass finish with factory painted white cover plate.	Reliable Model G5-56
Dry Pendent Type Sprinklers	Chrome plated finish with chrome plated adjustable semi-recessed escutcheon	Reliable F3
Dry Horizontal Sidewall Type Sprinklers	Chrome plated finish with chrome plated, adjustable, semi-recessed escutcheon.	Reliable Model F3
Quick-response Dry Pendent Type Sprinkler	Chrome plated finish with chrome plated adjustable semi-recessed escutcheon	Reliable Model F3QR
Quick-response Dry Horizontal Sidewall Type Sprinklers	Chrome plated finish with chrome plated, adjustable, semi-recessed escutcheon.	Reliable Model DH56 HSW FP

2.5 ALARM DEVICES

A. Manufacturers:
1. Potter.
2. Potter-Roemer.
3. System Sensor.
4. Victaulic.
5. Viking.

B. Alarm-device types shall match piping and equipment connections.

C. Water-Motor-Operated Alarm:
1. Standard: UL 753.
2. Type: Mechanically operated, with Pelton wheel.
3. Alarm Gong: Cast aluminum with red-enamel factory finish.
4. Size: 8-1/2-inchesdiameter.
5. Components: Shaft length, bearings, and sleeve to suit wall construction.
6. Inlet: NPS 3/4.
7. Outlet: NPS 1drain connection.

D. Electrically Operated Alarm Bell:
1. Standard: UL 464.
2. Type: Vibrating, metal alarm bell.
3. Size: 8-inch diameter.
4. Finish: Red-enamel factory finish, suitable for outdoor use.
5. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application

E. Water-Flow Indicators:
1. Standard: UL 346.
2. Water-Flow Detector: Electrically supervised.
3. Components: Two single-pole, double-throw circuit switches for isolated alarm and auxiliary contacts, 7 A, 125-V ac and 0.25 A, 24-V dc; complete with factory-set, field-adjustable retard element to prevent false signals and tamperproof cover that sends signal if removed.
4. Type: Paddle operated.
5. Pressure Rating: 250 psig.
6. Design Installation: Horizontal or vertical.

F. Pressure Switches:
1. Standard: UL 346.
2. Type: Electrically supervised water-flow switch with retard feature.
3. Components: Single-pole, double-throw switch with normally closed contacts.
4. Design Operation: Rising pressure signals water flow.

G. Valve Supervisory Switches:
1. Standard: UL 346.
2. Type: Electrically supervised.
3. Components: Single-pole, double-throw switch with normally closed contacts.
4. Design: Signals that controlled valve is in other than fully open position.
5. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application

2.6 PRESSURE GAGES

A. Standard: UL 393.

B. Dial Size: 3-1/2- to 4-1/2-inchdiameter.

C. Pressure Gage Range: 0- to 250-psigminimum.

D. Label: Include "WATER" label on dial face.

PART 3 - EXECUTION

3.1 PREPARATION

A. Perform fire-hydrant flow test according to NFPA 13 and NFPA 291. Use results for system design calculations required in "Quality Assurance" Article.

B. Report test results promptly and in writing.

C. Coordinate work of this Section with other affected work.

D. Prepare piping connections to equipment with grooved joint couplings, flanges, or unions.

3.2 SERVICE-ENTRANCE PIPING

A. Connect sprinkler piping to water-service piping for service entrance to building. Comply with requirements of NFPA 24.

B. Provide reduced pressure backflow preventer assembly at sprinkler system water source connection. Install a drain line from the air gap fitting and terminate at the nearest floor drain. The backflow preventer shall be installed at a minimum height to allow installation of the air gap fitting, but shall not be installed at more than 5’0” above finished floor for maintenance.

C. Install shutoff valve, check valve, pressure gage, and drain at connection to water service.

3.3 VALVE AND SPECIALTIES INSTALLATION

A. Install listed fire-protection valves, trim and drain valves, specialty valves and trim, controls, and specialties according to NFPA 13 and authorities having jurisdiction.

B. Install listed fire-protection shutoff valves supervised open, located to control sources of water supply except from fire-department connections. Install permanent identification signs indicating portion of system controlled by each valve.

C. Installation of Alarm Valves: Install a drain line from the drain connection to the nearest floor drain. Install a test line from the test connection to the exterior of the building. Provide a splash block. Provide gate valves at each line. Minimum alarm valve riser shall be 4-inch.

D. Install check valve in each water-supply connection. Install backflow preventers instead of check valves in potable-water-supply sources.

E. Locate outside alarm gong on building wall as indicated.

F. Coordinate flow switches, tamper switches, and all other sprinkler devices with the fire alarm system.

3.4 SPRINKLER INSTALLATION

A. Install sprinklers in suspended ceilings in center of acoustical ceiling panels, provide pipe off-sets as required.

B. Install dry-type sprinklers with water supply from heated space. Do not install pendent or sidewall, wet-type sprinklers in areas subject to freezing.

C. Install sprinklers into flexible, sprinkler hose fittings, and install hose into bracket on ceiling grid.

D. Sprinkler Bulb protector must remain in place until the sprinkler is completely installed. Remove the bulb protector by hand after installation and before the system is placed in service. (Do not use any tools to remove the bulb protector).

E. Do not install sprinklers that have been dropped, damaged, or show a visible loss of fluid. Never install sprinklers with cracked bulbs.

3.5 IDENTIFICATION

A. Install labeling and pipe markers on equipment and piping according to requirements in NFPA 13.

B. Install identification for fire protection systems in accordance with Section 210553 “Identification for Fire Suppression Piping and Equipment”.

C. Provide and apply signs to control, drain, test and alarm valves to identify their purpose and function. Provide and permanently attach hydraulic calculations data nameplate at the controlling valve for the sprinkler system. Provide lettering size and style from NFPA’s suggested styles.

3.6 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Leak Test: After installation, charge systems and test for leaks. Repair leaks and retest until no leaks exist.
2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
3. Flush, test, and inspect sprinkler systems according to NFPA 13, "Systems Acceptance" Chapter.
4. Energize circuits to electrical equipment and devices.
5. Coordinate with fire-alarm tests. Operate as required.
6. Coordinate with fire-pump tests. Operate as required.
7. Verify that equipment hose threads are same as local fire department equipment.

B. Sprinkler piping system will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

D. Apply masking tape or paper cover to protect concealed sprinklers, cover plates, and sprinkler escutcheons not receiving field paint finish. Remove after painting. Replace painted sprinklers with new.

3.7 CLEANING

A. Flush entire piping system of foreign matter.

B. Clean dirt and debris from sprinklers.

C. Only sprinklers with their original factory finish are acceptable. Remove and replace any sprinklers that are painted or have any other finish than their original factory finish.

3.8 TESTING

A. The required tests shall be witnessed by the Fire Marshall, authority having jurisdiction, Owner's insurance underwriter and Architect/Engineer.

B. Section 210523 - General Duty Valves Pipe and Fittings and hangers for Fire Suppression Systems.

3.9 SPRINKLER SCHEDULE

A. Use sprinkler types in subparagraphs below for the following applications:

1. Rooms without Ceilings: Upright sprinklers.
2. Rooms with Suspended Ceilings: Concealed sprinklers.
3. Wall Mounting: Sidewall sprinklers.
4. Spaces Subject to Freezing: Upright sprinklers, Pendent, dry sprinklers, Sidewall, dry sprinklers.

END OF SECTION 211313

SECTION 211316 - DRY-PIPE SPRINKLER SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Related Sections:

1. Section 210100 “Fire Protection General Requirements”.
2. Section 210517 “Sleeves and Sleeve Seals for Fire Suppression Piping”.
3. Section 210518 “Escutcheons for Fire Suppression Piping”.
4. Section 210523 "General-Duty Valves, Pipe and Fittings for Water-Based Fire-Suppression Piping" for ball, butterfly, check, gate, post-indicator, and trim and drain valves.
5. Section 210548 “Vibration and Seismic Controls for Fire Suppression Piping and Equipment”.
6. Section 210553 Identification for Fire Suppression Piping and Equipment”.

1.2 SUMMARY

A. Section Includes:
1. Specialty valves.
2. Sprinkler specialty pipe fittings.
3. Sprinklers.
4. Alarm devices.

1.3 DEFINITIONS

A. High-Pressure Sprinkler Piping: Dry-pipe sprinkler system piping designed to operate at working pressure higher than standard 175 psig, but not higher than 250 psig.

B. Standard-Pressure Sprinkler Piping: Dry-pipe sprinkler system piping designed to operate at working pressure of 175-psig maximum.

1.4 REFERENCES

A. National Fire Protection Association:
1. NFPA 13 - Installation of Sprinkler Systems.
2. NFPA 24 - Installation of Private Fire Service Mains and Their Appurtenances.

B. Underwriter Laboratories, Inc.:
1. UL - Fire Resistance Directory.

C. Factory Mutual:
1. FM - Factory Mutual Approval Guide.

1.5 SYSTEM DESCRIPTIONS

A. Dry-Pipe Sprinkler System: Automatic sprinklers are attached to piping containing compressed air. Opening of sprinklers releases compressed air and permits water pressure to open dry-pipe valve. Water then flows into piping and discharges from opened sprinklers.

B. System to provide coverage for the entire building areas indicated on the Fire Protection Drawings.

C. Provide system to NFPA Standard occupancy requirements as noted on the drawings.

D. Hydraulic data and water supply information shall be indicated on Fire Protection Contractors shop drawings.

E. Interface system with building fire alarm system.

F. The sprinkler locations and piping arrangements indicated on the contract documents are diagrammatic. It is the responsibility of the contractor to fully coordinate sprinkler and piping locations with all other trades.

G. Sprinkler locations indicated on the Contract Documents indicate sprinkler coverage utilizing standard coverage sprinklers maximum 225 square feet per sprinkler for light hazard and 130 square feet per sprinkler for ordinary hazard. Extended coverage sprinklers shall not be installed in any locations unless specifically indicated on the Contract Document drawings.

H. All sprinklers installed in a light hazard classification occupancy shall be a listed quick response type.

I. Provide fire department connections as indicated on Drawings.

J. Sprinkler Cabinets: Finished, wall-mounted, steel cabinet with hinged cover, and with space for minimum of six spare sprinklers plus sprinkler wrench. Include number of sprinklers required by NFPA 13 and sprinkler wrench. Include separate cabinet with sprinklers and wrench for each type of sprinkler used on Project.

1.6 PERFORMANCE REQUIREMENTS

A. Standard-Pressure Piping System Component: Listed for 175-psig minimum working pressure.

B. High-Pressure Piping System Component: Listed for 250-psig minimum working pressure.

C. Delegated Design: Design sprinkler system(s), including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

D. Sprinkler system design shall be approved by authorities having jurisdiction.

1. Margin of Safety for Available Water Flow and Pressure: 10 percent, including losses through water-service piping, valves, and backflow preventers.
2. Sprinkler Occupancy Hazard Classifications:

a. Automobile Parking Areas: Ordinary Hazard, Group 1.
b. Building Service Areas: Ordinary Hazard, Group 1.
c. Electrical Equipment Rooms: Ordinary Hazard, Group 1.
d. General Storage Areas: Ordinary Hazard, Group 1.
e. Mechanical Equipment Rooms: Ordinary Hazard, Group 1.
f. Office and Public Areas: Light Hazard.
g. Restaurant Service Areas: Ordinary Hazard, Group 1.

3. Minimum Density for Automatic-Sprinkler Piping Design:

a. Residential (Dwelling) Occupancy: 0.05 gpm over 400-sq. ft. area.
b. Light-Hazard Occupancy: 0.10 gpm over 1500-sq. ft. area.
c. Ordinary-Hazard, Group 1 Occupancy: 0.15 gpm over 1500-sq. ft. area.

4. Maximum Protection Area per Sprinkler: Per UL listing.

a. Residential Areas: 225 sq. ft.
b. Office Spaces: 225 sq. ft.
c. Storage Areas: 130 sq. ft.
d. Mechanical Equipment Rooms: 130 sq. ft.
e. Electrical Equipment Rooms: 130 sq. ft.
f. Other Areas: According to NFPA 13 recommendations unless otherwise indicated.

5. Total Combined Hose-Stream Demand Requirement: According to NFPA 13 unless otherwise indicated:

a. Light-Hazard Occupancies: 100 gpm for 30 minutes.
b. Ordinary-Hazard Occupancies: 250 gpm for 60 to 90 minutes.
c. Extra-Hazard Occupancies: 500 gpm for 90 to 120 minutes.

E. Seismic Performance: Sprinkler piping shall withstand the effects of earthquake motions determined according to NFPA 13 and ASCE/SEI 7.

1.7 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures.

B. Where the terms “authorities having jurisdiction” is used, within this Specification, it is intended to include the Insurance Underwriter and all regulatory agencies having vested interest in this project.

C. Shop Drawings:

1. Provide fire protections shop drawings drawn to a minimum scale of ¼" =1'-0". Indicate pipe materials used, joining methods, supports, floor and wall penetration seals. Indicate installation, layout, weights, mounting and support details, and piping connections.
2. Provide hydraulic calculations, detailed pipe layout, hangers and supports, components and accessories. Indicate system controls.
3. All sprinkler drawings and calculations shall bear the seal of a Professional Engineer licensed in the State of Connecticut, Engineer Seal and signature shall not be copied and shall be provided as an original drawing and each calculation.
4. Sprinklers shall be as shown on drawings and submittals and shall be specifically identified with the applicable style or series designation as published in the appropriate agency listing or approval. Trade names or other abbreviated designations are not permitted.
5. Working plans, prepared according to NFPA 13.
6. Sprinkler Contractor shall conduct a hydrant flow test. This flow data shall be used for the Sprinkler Contractor's hydraulic calculations. Coordinate flow test requirements with the water company. All fees associated with the flow test shall be paid for by the Sprinkler Contractor.

D. Product Data: Provide data on sprinklers, valves, and specialties, including manufacturers catalog information. Submit performance ratings, rough-in details, weights, support requirements, and piping connections.

E. After successful review by the Engineer, submit sprinkler layout shop drawings, product data, hydraulic calculations to authority having jurisdiction, Fire Marshall, and Owner's insurance underwriter for approval. Submit proof of approval to Architect/Engineer.

F. Grooved joint couplings and fittings shall be shown on shop drawings and product submittals and shall be specifically identified with the applicable Victaulic style or series designation.

G. Manufacturer's Certificate: Certify that system has been tested and meets or exceeds specified requirements and all code requirements.

H. Provide submittals for information purposes:
1. Qualification Data: For qualified Installer and professional engineer**.**
2. Welding certificates.
3. Fire-hydrant flow test report.
4. Field Test Reports and Certificates: Indicate and interpret test results for compliance with performance requirements and as described in NFPA 13. Include "Contractor's Material and Test Certificate for Aboveground Piping."
5. Field quality-control reports.

1.8 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Sprinkler systems, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Domestic water piping.
2. HVAC hydronic piping.
3. Items penetrating finished ceiling including the following:

a. Lighting fixtures.
b. Air outlets and inlets.

B. Qualification Data: For qualified Installer and professional engineer.

C. Approved Sprinkler Piping Drawings: Working plans, prepared according to NFPA 13, that have been approved by authorities having jurisdiction, including hydraulic calculations if applicable.

D. Fire-hydrant flow test report.

E. Field Test Reports and Certificates: Indicate and interpret test results for compliance with performance requirements and as described in NFPA 13. Include "Contractor's Material and Test Certificate for Aboveground Piping."

F. Field quality-control reports.

1.9 CLOSEOUT SUBMITTALS

A. Section 01 77 00 - Execution and Closeout Requirements: Closeout procedures

B. Project Record Documents: Record actual locations of sprinklers and deviations of piping from drawings. Indicate drain and test locations

C. Operation and Maintenance Data: For dry-pipe sprinkler systems and specialties to include in emergency, operation, and maintenance manuals. Submit components of system, servicing requirements, record drawings, inspection data, replacement part numbers and availability, and location and numbers of service depot.

1.10 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Sprinkler Cabinets: Finished, wall-mounted, steel cabinet with hinged cover, and with space for minimum of six spare sprinklers plus sprinkler wrench. Include number of sprinklers required by NFPA 13 and sprinkler wrench. Include separate cabinet with sprinklers and wrench for each type of sprinkler used on Project.

1.11 QUALITY ASSURANCE

A. Workmanship and Qualifications: All materials and equipment shall be installed in accordance with NFPA and all applicable local codes and ordinances. The Sprinkler Contractor shall be state licensed to install sprinkler systems. The Sprinkler Contractor shall make sure that all work and materials conform to the requirements set forth by this Specification. Fire protection equipment shall be installed to conform to NFPA as applicable, and devices used shall be listed and approved by Underwriters laboratories (UL) and/or Factory Mutual (FM).

B. Codes and Standards: All work shall be equal or superior to that required by codes, regulations, ordinances, and laws imposed by the jurisdictional authorities, including those of the State of Connecticut, State Fire Marshall, local ordinances, and OSHA. Nothing in the Specifications permit violations of such directives, and where conflict occurs, the directive shall govern, except where superior work is specified or indicated.

C. In addition to complying with the above codes and regulations, comply with the requirements of the following:
   1. NFPA Standard 13.
   2. NFPA Standard 24.
   3. State Building and Fire Codes.
   4. Local Jurisdictional Authorities.

D. All grooved joint couplings, fittings, valves, and specialties shall be the products of a single manufacturer. Grooving tools shall be of the same manufacturer as the grooved components.

E. Valves: Bear UL and/or FM label or marking. Provide manufacturer's name and pressure rating marked on valve body.

F. All items of similar class shall be the products of the same manufacturer. All valves, accessory items, etc., shall be from the same source.

G. Maintain one copy of each applicable NFPA standard on site.

H. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

I. Installer: Company specializing in performing work of this Section with minimum five years experience.

J. Design sprinkler system under direct supervision of a Professional Engineer experienced in design of this Work and licensed in the State where the project is located.

K. Welding Qualifications: Qualify procedures and operators according to 2010 ASME Boiler and Pressure Vessel Code.

L. Provide sprinklers system hydraulic calculations with a 10% safety factor.

M. Maximum pipe velocity for hydraulic calculations shall be 18 feet per second (FPS).

1.12 FIELD CONDITIONS

A. Interruption of Existing Sprinkler Service: Do not interrupt sprinkler service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary sprinkler service according to requirements indicated:

   1. Notify Owner no fewer than two days in advance of proposed interruption of sprinkler service.
   2. Do not proceed with interruption of sprinkler service without Owner's written permission.

1.13 DELIVERY, STORAGE AND HANDLING

A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.

B. Deliver and store products in shipping containers, with labeling in place.

C. All equipment, valves, gages etc., shall be covered and protected during the execution of the work. All equipment and piping shall be protected from freezing. Labeling to remain in place.

D. All unloading, hauling, and handling of materials shall be the responsibility of the Sprinkler Contractor.

E. The Sprinkler Contractor can obtain information on available storage space on site from the Owner when making examination of the site.

1.14 WARRANTY

A. Section 01 77 00 - Execution and Closeout Requirements: Product warranties and product bonds.

1.15 EXTRA MATERIALS

A. Section 01 77 00 - Execution and Closeout Requirements: Spare parts and maintenance products.

B. Furnish extra sprinklers under provisions of NFPA 13.

C. Furnish suitable wrenches for each sprinkler type.

D. Provide metal storage cabinet adjacent to the sprinkler riser.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Standard-Pressure Piping System Component: Listed for 175-psig minimum working pressure.

B. High-Pressure Piping System Component: Listed for 250-psig minimum working pressure.

C. Seismic Performance: Sprinkler piping shall withstand the effects of earthquake motions determined according to NFPA 13 and ASCE/SEI 7.

2.2 SPECIALTY VALVES

A. Listed in UL's "Fire Protection Equipment Directory" or FM Global's "Approval Guide."

B. Pressure Rating:

1. Standard-Pressure Piping Specialty Valves: 175-psig minimum.

C. Body Material: Cast or ductile iron.

D. Size: Same as connected piping.

E. End Connections: Flanged or grooved.

F. Dry-Pipe Valves:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Globe Fire Sprinkler Corporation.
   b. Reliable Automatic Sprinkler Co., Inc. (The).
   c. Tyco Fire & Building Products LP.
   d. Victaulic Company.
   e. Viking Corporation.

2. Standard: UL 260.

3. Design: Differential-pressure type.
4. Include UL 1486, quick-opening devices, trim sets for air supply, drain, priming level, alarm connections, ball drip valves, pressure gages, priming chamber attachment, and fill-line attachment.
5. Air-Pressure Maintenance Device:

6. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Globe Fire Sprinkler Corporation.
   b. Reliable Automatic Sprinkler Co., Inc. (The).
   c. Tyco Fire & Building Products LP.
   d. Victaulic Company.
   e. Viking Corporation.

7. Standard: UL 260.

8. Type: Automatic device to maintain minimum air pressure in piping.
9. Include shutoff valves to permit servicing without shutting down sprinkler piping, bypass valve for quick filling, pressure regulator or switch to maintain pressure, strainer, pressure ratings with 14- to 60-psig adjustable range, and 175-psig [**300-psig]** outlet pressure.
10. Air Compressor:

    a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) Gast Manufacturing Inc.
2) General Air Products, Inc.
3) Viking Corporation.

b. Standard: UL's "Fire Protection Equipment Directory" or FM Global's "Approval Guide."
c. Motor Horsepower: Fractional.
d. Power: 120-V ac, 60 Hz, single phase.

G. Deluge Valves:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. CLA-VAL Automatic Control Valves.
b. Globe Fire Sprinkler Corporation.
c. Reliable Automatic Sprinkler Co., Inc. (The).
d. Tyco Fire & Building Products LP.
e. Victaulic Company.
f. Viking Corporation.

2. Standard: UL 260.

3. Design: Hydraulically operated, differential-pressure type.
4. Include trim sets for alarm-test bypass, drain, electrical water-flow alarm switch, pressure gages, drip cup assembly piped without valves and separate from main drain line, and fill-line attachment with strainer.
5. Dry, Pilot-Line Trim Set: Include dry, pilot-line actuator; air- and water-pressure gages; low-air-pressure warning switch; air relief valve; and actuation device. Dry, pilot-line actuator includes cast-iron, operated, diaphragm-type valve with resilient facing plate, resilient diaphragm, and replaceable bronze seat. Valve includes threaded water and air inlets and water outlet. Loss of air pressure on dry, pilot-line side allows pilot-line actuator to open and causes deluge valve to open immediately.
6. Air-Pressure Maintenance Device:

7. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Globe Fire Sprinkler Corporation.
b. Reliable Automatic Sprinkler Co., Inc. (The).
c. Tyco Fire & Building Products LP.
d. Victaulic Company.
e. Viking Corporation.

8. Air Compressor:

9. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Gast Manufacturing Inc.

b. General Air Products, Inc.
c. Viking Corporation.

10. Standard: UL's "Fire Protection Equipment Directory" or FM Global's "Approval Guide."

11. Motor Horsepower: Fractional.
12. Power: 120-V ac, 60 Hz, single phase.
13. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application

H. Automatic (Ball Drip) Drain Valves:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Reliable Automatic Sprinkler Co., Inc. (The).
b. Tyco Fire & Building Products LP.

2. Standard: UL 1726.

3. Pressure Rating: 175-psig minimum.
4. Type: Automatic draining, ball check.
5. Size: NPS 3/4.
6. End Connections: Threaded.

2.3 SPRINKLER PIPING SPECIALTIES

A. Manufacturers:
1. Potter.
2. Potter-Roemer.
3. System Sensor.
4. Victaulic.
5. Viking.
6. Tyco.
7. Elkhart Brass.
8. Croker Corp.

B. Branch Outlet Fittings:

1. Standard: UL 213.
2. Pressure Rating: 175-psig minimum or 300 psig maximum.
3. Body Material: Ductile-iron housing with EPDM seals and bolts and nuts.
4. Type: Mechanical-tee and -cross fittings.
5. Configurations: Snap-on and strapless, ductile-iron housing with branch outlets.
6. Size: Of dimension to fit onto sprinkler main and with outlet connections as required to match connected branch piping.
7. Branch Outlets: Grooved, plain-end pipe, or threaded.

C. Flow Detection and Test Assemblies:

1. Standard: UL's "Fire Protection Equipment Directory" or FM Global's "Approval Guide."
2. Pressure Rating: 175-psig minimum or 300 psig maximum.
3. Body Material: Cast- or ductile-iron housing with orifice, sight glass, and integral test valve.
4. Size: Same as connected piping.
5. Inlet and Outlet: Threaded.

D. Branch Line Testers:

1. Standard: UL 199.
2. Pressure Rating: 175-psig minimum.
3. Body Material: Brass.
4. Size: Same as connected piping.
5. Inlet: Threaded.
6. Drain Outlet: Threaded and capped.
7. Branch Outlet: Threaded, for sprinkler.

E. Sprinkler Inspector's Test Fittings:

1. Standard: UL's "Fire Protection Equipment Directory" or FM Global's "Approval Guide."
2. Pressure Rating: 175-psig minimum.
3. Body Material: Cast- or ductile-iron housing with sight glass.
4. Size: Same as connected piping.
5. Inlet and Outlet: Threaded.

F. Adjustable Drop Nipples:

1. Standard: UL 1474.
2. Pressure Rating: 250-psig minimum.
3. Body Material: Steel pipe with EPDM O-ring seals.
4. Size: Same as connected piping.
5. Length: Adjustable.
6. Inlet and Outlet: Threaded.

2.4 SPRINKLERS

A. Listed in UL's "Fire Protection Equipment Directory" or FM Global's "Approval Guide."

B. Pressure Rating for Residential Sprinklers: 175-psig maximum.

C. Pressure Rating for Automatic Sprinklers: 175-psig minimum.

D. Pressure Rating for High-Pressure Automatic Sprinklers: 300-psig minimum.

E. Manufacturers:
1. Viking.
2. Tyco.
3. Victaulic.
4. Grinnell Corp.

5. Reliable Sprinkler Corp.

F. All sprinklers shall be adjustable, glass bulb, automatic sprinklers with ½ inch orifice and 5.6 K-factor unless noted otherwise. Type of sprinkler head shall be as indicated on the plans and in accordance with section 211313.

G. Sprinkler bodies shall be die-cast brass, with hex shaped wrench boss integrally cast into the sprinkler body to reduce the risk of damage during installation.

H. Unless noted otherwise, ordinary temperature rated sprinkler heads shall be used throughout the building.

I. Where sprinklers will be installed in close proximity to heat sources and special locations, as identified in NFPA 13, temperature ratings shall be in accordance with the requirements of NFPA 13.

J. Where plans call for extended coverage sprinkler heads coordinate coverage requirements with required pressure and K-factor.

K. Spare Sprinklers: The Sprinkler Contractor shall furnish spare automatic sprinklers in accordance with the requirements of NFPA for stock of extra sprinklers. The sprinklers shall be packed in a suitable container and shall be representative of, and in proportion to, the number of each type and temperature rating of the sprinklers installed. The Sprinkler Contractor shall furnish no less than two special sprinkler wrenches, or at least one wrench for each container or sprinkler box, whichever is greater.

L. In areas where sprinkler heads are subject to physical damage, provide sprinkler guard assembly overhead, finish to match sprinkler finish. This shall include but not limited to the following locations.
1. Heads in elevator shafts.
2. Heads under lower rakes of stairways.
3. Heads in electrical rooms, boiler rooms and other mechanical rooms.
4. Heads installed 7’-0” or less above finished floors.
5. Heads in gymnasium/fitness center areas.

M. Special Coatings: Wax and corrosion-resistant paint.

N. Sprinklers shall be in accordance with the following table:

Sprinkler Type	Sprinkler Finish	Manufacturer/Model Number
Upright Type Sprinklers	Brass finish.	Reliable Model F156.
Quick-response Upright Type Sprinklers	Chrome plated finish with chrome plated adjustable semi-recessed escutcheon	Reliable Model F1FR
Dry Pendent Type Sprinklers	Chrome plated finish with chrome plated adjustable semi-recessed escutcheon	Reliable F3
Dry Horizontal Sidewall Type Sprinklers	Chrome plated finish with chrome plated, adjustable,	Reliable Model F3

	semi-recessed escutcheon.	
Quick-response Dry Pendent Type Sprinkler	Chrome plated finish with chrome plated adjustable semi-recessed escutcheon	Reliable Model F3QR
Quick-response Dry Horizontal Sidewall Type Sprinklers	Chrome plated finish with chrome plated, adjustable, semi-recessed escutcheon.	Reliable Model DH56 HSW FP

2.5 ALARM DEVICES

A. Manufacturers:
1. Potter.
2. Potter-Roemer.
3. System Sensor.
4. Victaulic.
5. Viking.

B. Alarm-device types shall match piping and equipment connections.

C. Water-Motor-Operated Alarm:

1. Standard: UL 753.
2. Type: Mechanically operated, with Pelton wheel.
3. Alarm Gong: Cast aluminum with red-enamel factory finish.
4. Size: 10-inch diameter.
5. Components: Shaft length, bearings, and sleeve to suit wall construction.
6. Inlet: NPS 3/4.
7. Outlet: NPS 1 drain connection.

D. Electrically Operated Alarm Bell:

1. Standard: UL 464.
2. Type: Vibrating, metal alarm bell.
3. Size: 8-inch 6-inch minimum diameter.
4. Finish: Red-enamel factory finish, suitable for outdoor use.
5. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA70, by a qualified testing agency, and marked for intended location and application.

E. Pressure Switches:

1. Standard: UL 346.
2. Type: Electrically supervised water-flow switch with retard feature.
3. Components: Single-pole, double-throw switch with normally closed contacts.
4. Design Operation: Rising pressure signals water flow.

F. Valve Supervisory Switches:

1. Standard: UL 346.
2. Type: Electrically supervised.

3. Components: Single-pole, double-throw switch with normally closed contacts.
4. Design: Signals that controlled valve is in other than fully open position.
5. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application

2.6 MANUAL CONTROL STATIONS

A. Listed in UL's "Fire Protection Equipment Directory" or FM Global's "Approval Guide" for hydraulic operation, with union, NPS 1/2 pipe nipple, and bronze ball valve.

B. Include metal enclosure labeled "MANUAL CONTROL STATION" with operating instructions and cover held closed by breakable strut to prevent accidental opening.

2.7 PRESSURE GAGES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. AGF Manufacturing Inc.
2. AMETEK, Inc.
3. Ashcroft Inc.
4. Brecco Corporation.
5. WIKA Instrument Corporation.

B. Standard: UL 393.

C. Dial Size: 3-1/2- to 4-1/2-inch diameter.

D. Pressure Gage Range: 0- to 250-psig minimum.

E. Label: Include "WATER" or "AIR/WATER" label on dial face.

F. Air System Piping Gage: Include retard feature and "AIR" or "AIR/WATER" label on dial face.

PART 3 - EXECUTION

3.1 PREPARATION

A. Perform fire-hydrant flow test according to NFPA 13 and NFPA 291. Use results for system design calculations required in "Quality Assurance" Article.

B. Report test results promptly and in writing.

C. Coordinate work of this Section with other affected work.

D. Prepare piping connections to equipment with grooved joint couplings, flanges, or unions.

3.2 SERVICE-ENTRANCE PIPING

A. Connect sprinkler piping to water-service piping for service entrance to building. Comply with requirements of NFPA 24.

B. Provide double check valve assembly at sprinkler system water source connection. Install a drain line from the air gap fitting and terminate at the nearest floor drain. The backflow preventer shall be installed at a minimum height to allow installation of the air gap fitting, but shall not be installed at more than 5’0” above finished floor for maintenance.

C. Install shutoff valve, check valve, pressure gage, and drain at connection to water service.

3.3 WATER-SUPPLY CONNECTIONS

A. Connect sprinkler piping to building's interior water-distribution piping. Comply with requirements for interior piping in Section 221116 "Domestic Water Piping."

B. Install shutoff valve, backflow preventer, pressure gage, drain, and other accessories indicated at connection to water-distribution piping. Comply with requirements in Section 221119 "Domestic Water Piping Specialties" for backflow preventers.

C. Install shutoff valve, check valve, pressure gage, and drain at connection to water supply.

3.4 VALVE AND SPECIALTIES INSTALLATION

A. Install listed fire-protection valves, trim and drain valves, specialty valves and trim, controls, and specialties according to NFPA 13 and authorities having jurisdiction.

B. Install listed fire-protection shutoff valves supervised open, located to control sources of water supply except from fire-department connections. Install permanent identification signs indicating portion of system controlled by each valve.

C. Installation of Dry Pipe Valves: Install a drain line from the drain connection to the nearest floor drain. Install a test line from the test connection to the exterior of the building. Provide a splash block. Provide gate valves at each line. Minimum alarm valve riser shall be 4-inch

D. Install check valve in each water-supply connection. Install backflow preventers instead of check valves in potable-water-supply sources.

E. Locate outside alarm gong on building wall as indicated.

F. Coordinate flow switches, tamper switches, and all other sprinkler devices with the fire alarm system.

G. Specialty Valves:

1. Install valves in vertical position for proper direction of flow, in main supply to system.

2. Install dry-pipe valves with trim sets for air supply, drain, priming level, alarm connections, ball drip valves, pressure gages, priming chamber attachment, and fill-line attachment.

    a. Install air compressor and compressed-air-supply piping.
    b. Install air-pressure maintenance device with shutoff valves to permit servicing without shutting down sprinkler system; bypass valve for quick system filling; pressure regulator or switch to maintain system pressure; strainer; pressure ratings with 14- to 60-psig adjustable range; and 175-psig maximum inlet pressure.
    c. Install compressed-air-supply piping from building's compressed-air piping system.

3.5 SPRINKLER INSTALLATION

A. Install sprinklers in suspended ceilings in center of acoustical ceiling panels, provide pipe off-sets as required.

B. Install dry-type sprinklers with water supply from heated space. Do not install pendent or sidewall, wet-type sprinklers in areas subject to freezing.

C. Sprinkler Bulb protector must remain in place until the sprinkler is completely installed. Remove the bulb protector by hand after installation and before the system is placed in service. (Do not use any tools to remove the bulb protector).

D. Do not install sprinklers that have been dropped, damaged, or show a visible loss of fluid. Never install sprinklers with cracked bulbs.

3.6 IDENTIFICATION

A. Install labeling and pipe markers on equipment and piping according to requirements in NFPA 13.

B. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

C. Provide and apply signs to control, drain, test and alarm valves to identify their purpose and function. Provide and permanently attach hydraulic calculations data nameplate at the controlling valve for the sprinkler system. Provide lettering size and style from NFPA’s suggested styles.

3.7 FIELD QUALITY CONTROL

A. Perform the following tests and inspections with the assistance of a factory-authorized service representative:

1. Leak Test: After installation, charge systems and test for leaks. Repair leaks and retest until no leaks exist.

2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
3. Flush, test, and inspect sprinkler systems according to NFPA 13, "Systems Acceptance" Chapter.
4. Energize circuits to electrical equipment and devices.
5. Start and run air compressors.
6. Coordinate with fire-alarm tests. Operate as required.
7. Verify that equipment hose threads are same as local fire department equipment.

B. Sprinkler piping system will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

D. Apply masking tape or paper cover to protect concealed sprinklers, cover plates, and sprinkler escutcheons not receiving field paint finish. Remove after painting. Replace painted sprinklers with new.

3.8 CLEANING

A. Flush entire piping system of foreign matter.

B. Clean dirt and debris from sprinklers.

C. Only sprinklers with their original factory finish are acceptable. Remove and replace any sprinklers that are painted or have any other finish than their original factory finish.

3.9 TESTING

A. The required tests shall be witnessed by the Fire Marshall, authority having jurisdiction, Owner's insurance underwriter and Architect/Engineer.

B. Section 21 05 23 - General Duty Valves Pipe and Fittings and hangers for Fire Suppression Systems.

3.10 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain specialty valves.

3.11 SPRINKLER SCHEDULE

A. Use sprinkler types in subparagraphs below for the following applications:

1. Rooms without Ceilings: Upright sprinklers.
2. Rooms with Suspended Ceilings: Dry pendent sprinklers, Dry recessed sprinklers, Dry flush sprinklers Dry concealed sprinklers, Dry pendent, recessed, flush, and concealed sprinklers as indicated.

3. Wall Mounting: Dry sidewall sprinklers.
4. Spaces Subject to Freezing: Upright sprinklers, Dry pendent sprinklers, Dry sidewall sprinklers.
5. Special Applications: Extended-coverage and quick-response sprinklers where indicated.

B. Provide sprinkler types in subparagraphs below with finishes indicated.

1. Concealed Sprinklers: Rough brass, with factory-painted white cover plate.
2. Flush Sprinklers: Bright chrome, with painted white escutcheon.
3. Recessed Sprinklers: Bright chrome, with bright chrome escutcheon.
4. Upright, Pendent and Sidewall Sprinklers: Chrome plated in finished spaces exposed to view; rough bronze in unfinished spaces not exposed to view; wax coated where exposed to acids, chemicals, or other corrosive fumes.

END OF SECTION 211316

31 2000 EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Excavation, filling, and backfilling for structures, and pavement.
2. Trenching and backfilling for utilities.
3. Dewatering.
4. Boring under crossings.

B. Related Sections
1. 31 3200 Soil Stabilization
2. 31 2500 Erosion Control and Sedimentation.
3. 31 3500 Slope Protection

1.2 REFERENCES

A. The publications listed below form a part of this specification to the extent referenced. Publications are referenced within the text by the basic designation only.

B. ASTM International (ASTM)
1. ASTM D 422 - Standard Test Method For Particle Size Analysis of Soil
2. ASTM D 698 - Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN.m/m^3))
3. ASTM D 1557 - Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2,700 Kn.m/m^3))
4. ASTM D 2922 - Density of Soil and Soil-Aggregate In Place by Nuclear Methods (Shallow Depth)
5. ASTM D 4318 - Liquid Limit, Plastic Limit, and Plasticity Index of Soils

C. American Association of State Highway and Transportation Officials (AASHTO)
1. AASHTO T 88 - Particle Size Analysis of Soils

D. New York State Department of Transportation (NYSDOT) Standard Specifications (latest addition January 1, 2018).

E. National Fire Protection Association (NFPA)
1. NFPA 70 - National Electrical Code

F. American Water Works Association (AWWA)
1. AWWA C200 - Standard For Steel Water Pipe - 6 In. (150 Mm) And Larger
2. AWWA C206 - Field Welding Of Steel Water Pipe

1.3 QUALITY ASSURANCE

A. An Independent Testing Laboratory (ITL), selected and paid for by the Owner, is recommended to be retained to perform construction testing on site.
1. The ITL shall prepare test reports that indicate test location, elevation data, and test results. Owner, Civil Engineering Consultant, and Contractor shall be provided with copies of reports within 96 hours of time that test was performed. In event that test performed fails to meet Specifications, the independent testing laboratory shall notify Owner and Contractor immediately.

2. Costs related to retesting due to failures shall be paid for by the Contractor at no additional expense to Owner. Contractor shall provide free access to site for testing activities.
3. Quality assurance testing will be conducted in accordance with Paragraph "Field Testing" in Part 3 hereinafter.

1.4 DEFINITIONS

A. Satisfactory Materials: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, SM, ML, CL, or a combination of these group symbols.
1. Fill material shall further conform to the plasticity index and liquid limits (PI and LL) specified in Paragraph FILLING hereinafter.
2. Satisfactory materials shall be free of rock or gravel larger than allowed for fill or backfill material as specified hereinafter or as shown on the drawings.
3. Satisfactory materials shall contain no debris, waste, frozen materials, vegetation, and other deleterious matter.
4. Unless specifically stated otherwise on the Drawings, the following table stipulates maximum allowable values for plasticity index (PI) and liquid limit (LL) of satisfactory materials to be used as fill in specified areas:

Location	PI	LL
Building area (below upper four feet)	20	50
Building area (upper four feet)	12	40
Areas outside the building pad		
(below upper two feet)	20	50
(upper two feet, except for depth to receive topsoil)	15	40

(References to depth are to proposed subgrade elevations)

B. Unsatisfactory Materials: Materials which do not comply with the requirements for satisfactory materials are unsatisfactoy.
1. Unsatisfactory materials also include man-made fills; trash; refuse; backfills from previous construction; and material classified as satisfactory materials which contains root and other organic matter or frozen material. The ITL shall be notified of any contaminated materials.
2. Unsatisfactory materials also include satisfactory materials not maintained within 2 percent of optimum moisture content at time of compaction.

1.5 SUBMITTALS

A. Submit 30-pound sample of each type of off-site fill material that is to be used at the site in airtight containers to the independent testing laboratory or submit gradation and certification of aggregate material that is to be used at the site to the independent testing laboratory for review.

B. Submit certification that all material obtained from off-site sources complies with specification requirements.

C. Submit name of each material supplier and specific type and source of each material. Change in source throughout project requires approval of Owner.

D. If fabrics or geogrids are to be used, design shall be submitted for approval to Owner.

E. Submit Dewatering Plans upon request by Owner.

F. Shop drawings or details pertaining to excavating and filling are not required unless otherwise shown on the Drawings or if contrary procedures to Construction Documents are proposed.

G. Shop drawings or details pertaining to site utilities are not required unless required by regulatory authorities or unless uses of materials, methods, equipment, or procedures that are contrary to The Drawings or Specifications are proposed. Do not perform work until Owner has accepted required shop drawings.

H. Contact utility companies and determine if additional easements will be required to complete project. Provide written confirmation of the status of all easements to Owner at time of Preconstruction Conference or no later than 90 days prior to project possession date.

PART 2 - PRODUCTS

2.1 SOIL AND ROCK MATERIALS

A. Bedding: Aggregate Type as indicated on the plans or naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No.200 sieve.

B. Common Fill: Common fill should have a maximum particle size of 6 inches and no more than 25 percent by weight passing the US No. 200 sieve.

C. Granular Fill: Subgrade fill needed 12”below the structure slab base should be a mixture of sand, gravel and silt similar to that of the existing fill and native soils. Fill should be a material free from organic matter, frozen material and other deleterious substances meeting the requirements of Granular Borrow, as given below.

Granular Fill	
Sieve Size	**Percent Finer by Weight**
4 Inch	100
#40	30 to 90
#40	10 to 70
#200	0 to 15

D. Structural Fill: We recommend that backfill placed against the exterior side of the perimeter foundations, base materials below sidewalks, be a clean granular material meeting the gradation for Structural Fill, as given below.

(* Maximum 2 inch particle size within 12 inches of the underside of footings or slabls.)

Structural Fill (Terracon Recommendation)	
Sieve Size	**Percent Finer by Weight**
6 inch	100
3 inch	70 - 100
2 inch	(100)*
3/4 inch	45 to 95
#4	30 to 90
#10	25 - 80
#40	10 to 50

#200	0 to 12

E. Gravel Borrow: Shall conform New York State Department of Transportation (NYSDOT) Standard Specifications. Maximum size of stone in the gravel shall be 2" in its largest dimension. The gradation requirements for Gravel Borrow are as follows:

Gravel Borrow	
Sieve Size	**Percent Finer by Weight**
1/2 Inch	50 to 85
#4	40 to 75
#10	30-60
#40	10-35
#50	8 to 28
#100	5-20
#200	0 to 10

Processed Gravel: Aggregate Base for Pavements should be used as the base course layer below the asphalt pavements.

Processed Gravel for Subbase	
Sieve Size	**Percent Finer by Weight**
3 Inch	100
1 ½ Inch	70 to 100
¾ Inch	50 to 85
#4	30 to 60
#200	0 to 10

F. Trench Backfill: Trench backfill used above specified pipe bedding materials should be material similar to that in the trench sidewalls to lessen the potential for differential frost action between the trench and the adjacent materials.

G. ADS Crushed Stone: Class I – clean ¾ - 2 inch angular

H. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No.4 sieve.

I. Topsoil: Topsoil shall consist of stripping material excavated from the site. Topsoil shall consist of organic surficial soil found in depth of not more than 6-inches. Topsoil shall be as further defined in Section 32 9000 – Planting.

2.2 APPURTENANT MATERIALS

A. Stabilization fabrics and geogrids: As specified in Section 31 3200.

B. Filter and drainage fabrics: As specified in Section 31 3200.

C. Steel Casing Pipe: Comply with AWWA C200 minimum grade B, size, and wall thickness as indicated on The Drawings.

D. Trench Utility Locator Tape: Heavy duty 6" wide underground warning tape. Tape shall be made from polyethylene material, 3.5 mils thick, with a minimum tensile strength of 1,750 psi. Place the tape at one-half the minimum depth of cover for the utility line or a maximum of 3 feet, which ever is the less, but never above the top of subgrade. Color of tape shall be determined by as follows:
1. Natural Gas or Propane - Yellow
2. Electric - Red
3. Telephone – Orange
4. Water – Blue
5. Sanitary Sewer – Green

2.3 EQUIPMENT

A. Transport off-site materials to project using well-maintained and operating vehicles. Once on site, transporting vehicles shall stay on designated haul roads and shall at no time endanger improvements by rutting, overloading, or pumping.

2.4 SOURCE QUALITY CONTROL

A. Laboratory testing of materials proposed for use in the project shall be by the Independent Testing Laboratory at no cost to Contractor. The Contractor shall provide samples of material obtained off-site.

B. Perform California Bearing Ratio (CBR) or Limerock Bearing Ratio (LBR) tests in outparcels and areas to receive pavement for each type of material that is imported from off-site. CBR or LBR value shall be equal to or above pavement design subgrade CBR or LBR value indicated on Construction Drawings

C. Following tests shall be performed on each type of on-site or imported soil material used as compacted fill:
1. Moisture and Density Relationship: ASTM D 698 or ASTM D 1557.
2. Mechanical Analysis: AASHTO T 88 or ASTM D422.
3. Plasticity Index: ASTM D 4318

PART 3 - EXECUTION

3.1 PREPARATION

A. Identify required lines, levels, contours, datum, elevations, and grades necessary for construction as shown on the drawings.

B. Notify utility companies to remove or relocate public utilities that are in conflict with proposed improvements.

C. Protect plant life, lawns, fences, existing structures, sidewalks, paving, and curbs, unless otherwise noted on the drawings from excavating equipment and vehicular traffic.

D. Protect benchmarks, property corners, and other survey monuments from damage or displacement. If marker needs to be removed it shall be referenced by licensed land surveyor and replaced, as necessary, by same.

E. Remove from site, material encountered in grading operations that, in opinion of Owner or the Owner's Independent Testing Laboratory (ITL) is unsatisfactory material or undesirable for backfilling, subgrade, or foundation purposes. Dispose of in manner satisfactory to Owner and local governing agencies. Backfill areas with layers of satisfactory material and compact as specified herein.

F. Prior to placing fill in low areas, such as previously existing creeks, ponds, or lakes, perform following procedures:
   1. Drain water out by gravity with ditch having flow line lower than lowest elevation in low area. If drainage cannot be performed by gravity ditch, use adequate pump to obtain the same results.
   2. After drainage of low area is complete, remove muck, mud, debris, and other unsatisfactory material by using acceptable equipment and methods that will keep natural soils underlying low area dry and undisturbed.
   3. All muck, mud, and other materials removed from low areas shall be dried on-site by spreading in thin layers for observation by the ITL. Material shall be inspected and, if found to be satisfactory for use as fill material, shall be incorporated into lowest elevation of site filling operation, but not under building subgrade or within 10'-0" of perimeter of building subgrade, paving or outparcell subgrade. If, after observation by the ITL, material is found to be shall be removed from site.

G. Locate and identify utilities that have previously been installed and protect from damage.

H. Locate and identify existing utilities that are to remain and protect from damage.

I. Maintain in operating condition existing utilities, previously installed utilities, and drainage systems encountered in utility installation. Repair surface or subsurface improvements shown on The Drawings.

J. Verify location, size, elevation, and other pertinent data required making connections to existing utilities and drainage systems as indicated on The Drawings.

K. Over excavate and properly prepare areas of subgrade that are not capable of supporting proposed systems. Stabilize these areas by using acceptable geotextile fabrics or aggregate material placed and compacted as specified in Section 31 3200.

3.2 DEWATERING

A. General:
   1. Provide dewatering systems as required for excavations.
   2. Design and provide dewatering system using accepted and professional methods consistent with current industry practice to eliminate water entering the excavation under hydrostatic head from the bottom or sides. Design system to prevent differential hydrostatic head, which would result in floating out soil particles in a manner, termed as a "quick" or "boiling" condition. System shall not be dependent solely upon sumps or pumping water from within the excavation where differential head would result in a quick condition, which would continue to worsen the integrity of the excavation's stability.
   3. Provide dewatering system of sufficient size and capacity to prevent ground and surface water flow into the excavation and to allow Work to be installed in a dry condition.
   4. Control, by acceptable means, all water regardless of source. Contractor shall be responsible for disposal of the water.
   5. Confine discharge piping or ditches to available easement or to additional easement obtained by Contractor. Provide necessary permits or easement.
   6. Control groundwater in a manner that preserves strength of foundation soils, does not cause instability or raveling of excavation slopes, and does not result in damage to existing structures. Where necessary, lower water level in advance of excavation utilizing wells, wellpoints, jet educators, or similar positive methods. The water level as measured by piezometers shall be maintained a minimum of 3 feet below prevailing excavation level.

7. Commence dewatering prior to any appearance of water in excavation and continue until Work is complete to the extent that no damage results from hydrostatic pressure, flotation, or other causes.
8. Open pumping with sumps and ditches will be allowed provided it does not result in boils, loss of fines, softening of the ground, or instability of slopes.
9. Install wells or wellpoints, if required, with suitable screens and filters so that continuous pumping of fines does not occur. Arrange discharge to facilitate collection of samples by the Owner. During normal pumping and upon development of wells, levels of fine sand or silt in the discharge water shall not exceed 5 ppm. Install sand tester on discharge of each pump during testing to verify that levels are not exceeded.
10. Control grading around excavations to prevent surface water from flowing into excavation areas.
11. No additional payment will be made for any supplemental measures to control seepage, groundwater, or artesian head.

B. Design:
1. Designate and obtain the services of a qualified dewatering specialist to provide dewatering plan as may be necessary to complete the Work.
2. Contractor shall be responsible for the accuracy of the drawings, design data, and operational records required.
3. Contractor shall be responsible for the design, installation, operation, maintenance, and any failure of any component of the system.

C. Damages:
1. Contractor shall be responsible for and shall repair any damage to work in place, other contractor's equipment, utilities, residences, highways, roads, railroads, private and municipal well systems, adjacent structures, natural resources, habitat, existing wells, and the excavation. Contractor responsibility shall also include, damage to the bottom due to heave and including but not limited to, removal and pumping out of the excavated area that may result from Contractor's negligence, inadequate or improper design and operation of the dewatering system, and any mechanical or electrical failure of the dewatering system.
2. Remove subgrade materials rendered unsatisfactory by excessive wetting and replace with approved backfill material at no additional cost to the Owner.

D. Maintaining Excavation in Dewatering Condition:
1. Dewatering shall be a continuous operation. Interruptions due to power outages, or any other reason will not be permitted.
2. Continuously maintain excavation in a dry condition with positive dewatering methods during preparation of subgrade, installation of pipe, and construction of structures until the critical period of construction or backfill is completed to prevent damage of subgrade support, piping, structure, side slopes, or adjacent facilities from flotation or other hydrostatic pressure imbalance.
3. Provide standby equipment on site, installed, wired, and available for immediate operation if required to maintain dewatering on a continuous basis in the event any part of the system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, perform such work as may be required to restore damaged structures and foundation soils at no additional cost to Owner.
4. System maintenance shall include but not be limited to 24-hour supervision by personnel skilled in the operation, maintenance, and replacement of system components, and any other work required to maintain excavation in dewatered condition.

E. System Removal: Upon completion of the work, remove dewatering equipment from the site, including related temporary electrical service.

F. Wells shall be removed or cut off a minimum of 3 feet below final ground surface, capped, and abandoned in accordance with regulations by agencies having jurisdiction.

3.3 TOPSOIL EXCAVATION

A. Cut heavy growths of grass from areas before stripping and remove cuttings with remainder of cleared vegetative material.

B. Strip topsoil to a depth of not less than 6 inches from areas that are to be filled, excavated, landscaped, or re-graded to such depth that it prevents intermingling with underlying subsoil or questionable material.

C. Stockpile topsoil in storage piles in areas shown on The Drawings or where directed by Owner. Construct storage piles to freely drain surface water. Cover storage piles as required to prevent windblown dust. Dispose of unsuitable topsoil as specified for waste material, unless otherwise specified by Owner. Remove excess topsoil from site unless specifically noted otherwise on The Drawings.

3.4 GENERAL EXCAVATION

A. Classification of Excavation: The Contractor shall assure himself by site investigation or other necessary means that he is familiar with the type, quantity, quality, and character of excavation work to be performed. Excavation shall be considered unclassified excavation, except as indicated in the Contract Documents.

B. When performing grading operations during periods of wet weather, provide adequate dewatering, drainage and ground water management to control moisture of soils.

C. Shore, brace, and drain excavations as necessary to maintain excavation as safe, secure, and free of water at all times.

D. Excavate building areas to line and grade as shown on the Drawings being careful not to over excavate beyond elevations needed for building subgrades.

E. Place satisfactory excavated material into project fill areas.

F. Unsatisfactory excavated material shall be disposed of in manner and location that is acceptable to Owner and local governing agencies.

G. Perform excavation using capable, well-maintained equipment and methods acceptable to Owner and local governing agencies.

3.5 TRENCHING EXCAVATION FOR UTILITIES

A. Contact local utility companies before excavation begins. Dig trench at proper width and depth for laying pipe, conduit, or cable. Cut trench banks vertical, if possible, and remove stones from bottom of trench as necessary to avoid point-bearing. Over-excavate wet or unstable soil, if encountered, from trench bottom as necessary to provide suitable base for continuous and uniform bedding. Replace over-excavation with satisfactory material and dispose of unsatisfactory material.

B. Trench excavation sidewalls shall be sloped, shored, sheeted, braced, or otherwise supported by means of sufficient strength to protect workmen in accordance with applicable rules and regulations established for construction by the Department of Labor, Occupational Safety and Health Administration (OSHA), and by local ordinances. Lateral travel distance to exit ladder or steps shall not be greater than 25 feet in trenches 4 feet or deeper.

C. Perform trench excavation as indicated on the Drawings for specified depths. During excavation, stockpile materials suitable for backfilling in orderly manner far enough from bank of trench to avoid overloading, slides, or cave-ins.

D. Remove excavated materials not required or not satisfactory as backfill or embankments and waste off-site or at on-site locations approved by the Owner and in accordance with governing regulations. Dispose of structures discovered during excavation as specified in Section 31 1000.

E. Prevent surface water from flowing into trenches or other excavations by temporary grading or other methods, as required. Remove accumulated water in trenches and other excavations as specified.

F. Open cut excavation with trenching machine or backhoe. Where machines other than ladder or wheel-type trenching machines are used, do not use clods for backfill.

G. Accurately grade trench bottom to provide uniform bearing and support for each section of pipe on bedding material at every point along entire length except where necessary to excavate for bell holes, proper sealing of pipe joints, or other required connections. Dig bell holes and depressions for joints after trench bottom has been graded. Dig no deeper, longer, or wider than needed to make joint connection properly.

H. Trench width below top of pipe shall not be less than 12 inches nor more than 18 inches wider than outside surface of pipe or conduit that is to be installed to designated elevations and grades. Other trench width for pipe, conduit, or cable shall be least practical width that will allow for proper compaction of trench backfill.

I. Trench depth requirements measured from finished grade or paved surface shall meet the following requirements or applicable codes and ordinances, whichever is more stringent:
   1. Water Mains: 30 inches to top of pipe barrel or 6 inches below frost line, established by local building official, whichever is deeper.
   2. Sanitary Sewer: Elevations and grades as indicated on the drawings and as specified.
   3. Storm Sewer: Elevations and grades as indicated on the Drawings.
   4. Electrical Conduits: 24 inches minimum to top of conduit or as required by NEC 300-5, NEC 710-36 codes, or local utility company requirements, whichever is deeper.
   5. TV Conduits: 18 inches minimum to top of conduit or as required by local utility company, whichever is deeper.
   6. Telephone Conduits: 18 inches minimum to top of conduit, or as required by local utility company, whichever is deeper.
   7. Gas Mains and Service: 30 inches minimum to top of pipe, or as required by local utility company, whichever is deeper.

3.6 SUBGRADE PREPARATION

A. Scarification and Compaction: Areas exposed by excavation or stripping and on which subgrade preparations are to be performed shall be scarified to minimum depth of 8 inches and compacted as specified hereinafter.

B. Proofrolling: Subgrades shall be proofrolled to detect areas of insufficient compaction. Proofrolling shall be accomplished by making minimum of 2 complete passes with a vibratory roller compactor with a static weight of 12 tons and a dynamic impact of 20 tons, in each of 2 perpendicular directions while under the supervision and direction of the independent testing laboratory. Document and explain proofrolling inspection procedures and results in the laboratory inspection report. Areas of failure shall be excavated and recompacted as specified herein. Continual failure areas shall be stabilized in accordance with Section 31 3200 at no additional cost to Owner. Subgrade exposed longer than 48 hours or on which precipitation has occurred shall be re-proofrolled.

3.7 FILLING

A. Fill areas to contours and elevations shown on the Drawings with materials deemed satisfactory.

B. Place fills in continuous lifts specified herein.

C. Fill within proposed building subgrade, paving subgrade, and outparcel subgrades shall not contain rock or stone greater than 6 inches in any dimension.

D. Unless otherwise specified for rock fill, rock or stone less than 6-inches in largest dimension may be used in fill below structures, paving, outparcels, and graded areas, up to 24 inches below surface of proposed subgrade or finish grade of graded areas when mixed with satisfactory material. Rock or stone less than 2 inches in largest dimension may be used in fill within the upper 24 inches of proposed subgrade or finish grade of graded areas when mixed with satisfactory material.

E. Fill materials used in preparation of subgrade shall be placed in lifts or layers not to exceed 8 inches loose measure and compacted as specified hereinafter.

F. Material imported from off-site shall have CBR or LBR value equal to or above pavement design subgrade CBR or LBR value indicated on The Drawings.

G. Building area subgrade pad shall be that portion of site directly beneath and 10 feet beyond building and appurtenances, including limits of future building expansion areas as shown on the Drawings.

H. Prepare building area subgrade pad in strict accordance with the Drawings.

3.8 ROCK FILL

A. Rock fill shall include on-site excavated material classified as rock excavation. Rock fill may be utilized in fill up to 48 inches below top of subgrade or finish grade of graded areas unless otherwise permitted in higher elevations by the ITL. Rock fill shall consist of rock having a maximum dimension not greater than 12 inches in any dimension. Rock fill shall be placed in successive horizontal layers of loose material having a thickness of approximately the maximum size of the larger rock in the lift, but not greater than 12 inches. Each layer of material shall be spread uniformly, completely saturated, and compacted. Shot rock shall not be dumped into place, but shall be distributed in horizontal lifts by blading and dozing in such a manner as to ensure proper placement into final position in the embankment. Voids shall be filled with finer material including shot rock fines and limited soil fines during the spreading operation. Successive layers shall not be placed until all voids of the current lift are filled and the lift is compacted. Each successive layer of material shall adequately bond to the material on which it is placed. Compaction shall be accomplished with vibratory compactors, heavy rubber-tired rollers, or steel-wheeled rollers. Compaction shall be by uniform passes of compaction equipment in sufficient number of passes, but not less than two passes, such that no further consolidtion is evident as determined by the ITL.

3.9 PIPE BEDDING

A. Excavate trenches for pipe or conduit to 4 inches below bottom of pipe and to the width as specified herein. Place 4 inches of bedding material, compact in bottom of trench, and shape to conform to lower portion of pipe barrel.

B. Place geotextile fabric as specified on the Drawings and in accordance with Section 31 3200.

3.10 TRENCH BACKFILLING

A. Materials used for trench backfill shall comply with requirements as specified herein.

B. Backfill and compact trench backfill above specified pipe bedding materials with a material similar in gradation and density to that in the trench sidewalls to lessen the potential for differential settling and frost action between the trench and the adjacent materials..

C. Do not backfill trenches until required tests are performed and utility systems comply with and are accepted by applicable governing authorities.

D. Backfill trenches to contours and elevations shown on the Drawings.

E. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.

3.11 BORINGS AND CASINGS UNDER ROADS, HIGHWAYS, AND RAILROAD CROSSINGS

A. When indicated by the Drawings, street, road, highway, or railroad crossings for utility mains installed by jacking and boring method shall be in accordance with area specifications and governing authorities.

B. Excavation of approach pits and trenches within right-of-way of street, road, highway, or railroad shall be of sufficient distance from paving or railroad tracks to permit traffic to pass without interference. Tamp backfill for approach pits and trenches within right-of-way in layers not greater than 6-inches thick for entire length and depth of trench or pit. Compact backfill to 98 percent of maximum density in accordance with ASTM D698, (or 95 percent of maximum density, in accordance with ASTM D1557) obtained at optimum moisture as determined by AASHTO T 180. Mechanical tampers may be used after cover of 6 inches has been obtained over top of barrel of pipe.

C. Accomplish boring operation using commercial type boring rig. Bore hole to proper alignment and grade. Bore hole shall be within 2 inches of same diameter as largest outside joint diameter of pipe installed. Install pipe in hole immediately after bore has been made and in no instance shall hole be left unattended while open.

D. In event subsurface operations result in failure or damage to pavement or railroad tracks within 1 year of construction, make necessary repairs to pavement or railroad tracks. If paving cracks on either side of pipe line or is otherwise disturbed or broken due to construction operations, repair or replace disturbed or broken area.

E. Clean, prime, and line interior and exterior of casing pipe with two coats of asphalt coating in accordance with and governing authorities.

F. Butt weld steel casing. Welds shall be full penetration single butt-welds in accordance with AWWA C206.

G. Install casing and utility pipe with end seals, vent pipe, and other special equipment in accordance with area specifications and governing authorities.

3.12 COMPACTION

A. Compact as follows:

Location	Percent of Maximum Laboratory Density ASTM D698	ASTM D1557
Subgrade & Fill Below Structures and Pavement	98	95
Subgrade & Fill in All other Areas	95	92

B. Maintain moisture content of not less than 1 percent below and not more than 3 percent above optimum moisture content of fill materials to attain required compaction density.

C. Exercise proper caution when compacting immediately over top of pipes or conduits. Water jetting or flooding is not permitted as method of compaction.

D. Corrective Measures for Non-Complying Compaction: Remove and recompact deficient areas until proper compaction is obtained. Continual failure areas shall be stabilized in accordance with Section 31 3200 at no additional cost to Owner.

3.13 MAINTENANCE OF SUBGRADE

A. Verify finished subgrades to ensure proper elevation and conditions for construction above subgrade.

B. Protect subgrade from excessive wheel loading during construction, including concrete trucks, dump trucks, and other construction equipment.

C. Remove areas of finished subgrade found to have insufficient compaction density to depth necessary and replace in manner that will comply with compaction requirements by use of material with CBR or LBR equal to or better than that specified on the drawings. Surface of subgrade after compaction shall be firm, uniform, smooth, stable, and true to grade and cross-section.

D. Construct temporary ditches and perform such grading as necessary to maintain positive drainage away from subgrade at all times.

E. Should the subgrade become yielding or difficult to work, the subgrade should be over-excavated and backfilled with new compacted Structural Fill or Crushed Stone.

3.14 BORROW AND SPOIL SITES

A. Comply with NPDES and local erosion control permitting requirements for any and all on-site and off-site, disturbed spoil and borrow areas. Upon completion of spoil or borrow operations, clean up spoil or borrow areas in a neat and reasonable manner to the satisfaction of Owner or off-site property owner, if applicable.

3.15 FINISH GRADING

A. Check grading of building subgrades by string line from grade stakes (blue tops) set at not more than 50-foot centers. Allowable tolerance shall be plus or minus 0.10 feet from plan grade. Provide engineering and field staking as necessary for verification of lines, grades, and elevations.

B. Grade areas where finish grade elevations or contours are indicated on the Drawings, other than paved areas, outparcels, and buildings, including excavated areas, filled and transition areas, and landscaped areas. Graded areas shall be uniform and smooth, free from rock, debris, or irregular surface changes. Ground surfaces shall vary uniformly between indicated elevations. Grade finished ditches to allow for proper drainage without ponding and in manner that will minimize erosion potential. For topsoil, sodding, and seeding requirements refer to Section 32 9000.

C. Correct settled and eroded areas within 1 year after date of completion at no additional expense to Owner. Bring grades to proper elevation.

3.16 QUALITY ASSURANCE TESTING AND INSPECTION

A. Responsibilities: Unless otherwise specified, quality control tests and inspection specified below will be conducted by the Owner’s Independent Testing Laboratory (ITL) at no cost to the Contractor. The Contractor shall perform additional testing or inspection as considered necessary by the Contractor for assurance of quality control.

B. Field testing, frequency, and methods may vary as determined by and between the Owner and the ITL.

C. Work shall be preformed by a Special Inspector – Technical I unless specified otherwise. Report of testing and inspection results shall be made upon the completion of testing.

D. Classification of Materials: Perform test for classification of materials used and encountered during construction in accordance with ASTM D2488 and ASTM D2487.

E. Laboratory Testing Of Materials: Perform laboratory testing of materials (Proctor, Sieve Analysis, Atterberg Limits, Consolidation Test, etc.) as specified.

F. Field Density Tests.
1. Building Subgrade Areas, Including 10'-0" Outside of Exterior Building Lines: In cut areas, not less than 1 compaction test for every 2,500 sq. ft. In fill areas, same rate of testing for each 8-inch lift, measured loose.
2. Paving Areas and other Areas of Construction Exclusive of Building Subgrade: In cut areas, not less than 1 compaction test for every 10,000 sq. ft. In fill areas, same rate of testing for each 8-inch lift, measured loose.
3. Utility Trench Backfill: Intervals not exceeding 200-feet of trench for first and every other 8-inch lift of compacted trench backfill.
4. Test Method: In-place nuclear density, ASTM D 2922 (Method B-Direct Transmission).

G. Corrective Measures For Non-Complying Compaction: Remove and recompact deficient areas until proper compaction is obtained at no additional expense to Owner. Adjust moisture content as necessary to conform to the requirements of this section.

H. Observation and Inspection:
1. Observe all subgrades/excavation bases below footings and slabs and verify design bearing capacity is achieved as required. Work shall be preformed by a Special Inspector – Technical II.
2. Observe and document presence of groundwater within excavations.
3. Verify cut and fill slopes as specified in the contract documents. Work shall be preformed by a Special Inspector – Technical III.

END OF SECTION

32 1216 ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes
1. Asphaltic concrete binder and surface course.

B. Related Sections
1. Section 31 2000 - Earth Moving
2. Section 32 1000 – Bases, Ballasts and Paving
3. Section 32 1616 – Concrete Curbs and Gutters

1.2 REFERENCES

A. The Asphalt Institute (AI)
1. MS 2 - Mix Design Methods/ Asphalt Concrete/ Hot Mix Types

B. New York State Department of Transportation (NYSDOT) Standard Specifications (latest addition January 1, 2018).

C. New York State Department of Transportation (NYSDOT) Standard Highway Specifications (latest addition February 1, 2009).

D. New York State Department of Transportation (NYSDOT) Standard Highway Design Manual (latest addition July 9, 2004).

E. C. New York State Department of Transportation (NYSDOT) Comprehensive Pavement Design Manual

F. ASTM International (ASTM)
1. ASTM D1556 - Density and Unit Weight of Soil in Place by the Sand-Cone Method.
2. ASTM D2950 - Density of Bituminous Concrete In Place by the Nuclear Methods
3. ASTM D1188 - Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples.
4. ASTM D2726 - Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixture.
5. ASTM D5444 - Mechanical Size Analysis of Extracted Aggregate.

G. American Association of State Highway and Transportation Officials (AASHTO)
1. AASHTO M 17 - Mineral Filler for Bituminous Paving Mixtures.
2. AASHTO M 140 - Emulsified Asphalt
3. AASHTO M 208 - Cationic Emulsified Asphalt
4. AASHTO M 226 - Viscosity Graded Asphalt Cement
5. AASHTO T 245 - Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus
6. AASHTO TP 53 - Asphalt Content of Hot Mix Asphalt by the Ignition Method

1.3 QUALITY ASSURANCE

A. An independent testing laboratory (ITL) selected and paid by Owner, will be retained to perform construction testing of in-place asphaltic concrete courses for compliance with requirements for thickness, compaction, and surface smoothness.

B. Failing test results shall be faxed within 24 hours to Construction Manager and Owner.

C. In-place compacted thickness shall not be less than thickness specified on Construction Drawings. Areas of deficient pavement thicknesses shall be removed and replaced to proper thickness, at discretion of Owner; at no additional expense to Owner.

D. Check surface areas at intervals necessary to eliminate ponding areas. Remove and replace unacceptable paving as directed by owner.

1.4 SUBMITTALS

A. Within 30 days prior to asphalt construction, submit actual design mix to Civil Engineering Consultant of Record and independent testing laboratory for review and approval. Design mix submittal shall follow a format as indicated in Asphalt Institute Manual MS-2, Marshall Stability Method; and shall include type/name of mix, gradation analysis, grade of asphalt cement used, Marshall Stability in pounds flow, effective asphalt content in percent, and direct references to state highway department specifications sections for each material. Design shall be for mixture listed in current edition of state highway department specifications. Mix designs over 3 years old will not be accepted by Owner. Submit certification that mix design conforms to specification requirements.

B. Submit materials certificate to the ITL that is signed by materials producer and Contractor, certifying that materials and mix design conform to requirements specified herein.

C. Submit certification of asphalt placement as required hereinafter.

D. The ITL shall submit all certificates furnished with the ITL Reports.

1.5 PROJECT CONDITIONS

A. Weather Limitations:
1. Apply prime and tack coats when ambient or base surface temperature is above 40 F, and when temperature has been above 35 F for 12 hours immediately prior to application. Do not apply when base is wet, contains excess moisture, during rain, or when frozen.
2. Construct asphaltic concrete paving when ambient temperature is above 40 F.

B. Maintain access for vehicular and pedestrian traffic as required for other construction activities. Utilize temporary striping, flagmen, barricades, warning signs, and warning lights as required.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Aggregate Base and Subbase: See Drawings for material thickness for Standard Duty and Heavy Duty Pavement Section
1. Base: New York State Department of Transportation, Standard Specifications 2018, Sections 203 and 302 for Bituminous Stabilized Course, Page 295, Option C and Chapter 7 Engineered Granular Mixes
2. Subbase: New York State Department of Transportation, Standard Specifications 2018, Sections 203 and 304 for Bituminous Stabilized Course, Page 299, Option A and Chapter 7 Engineered Granular Mixesa

B. Asphalt Cement: Comply with AASHTO M 226; Table 2 AC-10, AC-20, or AC-40, viscosity grade, depending on local mean annual air temperature in accordance with the following chart:

Temperature Condition	Asphalt Grades
Cold: Mean annual air temperature 45 F or lower	AC-10 85/100 pen.
Warm: Mean annual air temperature between 45 F and 75 F	AC-20 60/70 pen.
Hot: Mean annual air temperature 75 F or higher	AC-40

C. Prime Coat: Medium curing cut-back asphalt or asphalt penetrating prime coat consisting of either MC-30 or SS-1h.

D. Tack Coat: Emulsified asphalt; AASHTO M 140 or AASHTO M 208, SS-1h, CSS-1, or CSS-1h, diluted with 1 part water to 1 part emulsified asphalt.

E. Mineral Filler: Rock or slag dust, hydraulic cement, or other inert material complying with AASHTO M 17, if recommended by state highway department specifications.

F. Asphalt-Aggregate Mixture: Unless otherwise noted on the Drawings, design mix shall have minimum stability based on 75-blow Marshall complying with AASHTO T 245 of 1000 pounds with flow between 0.08 and 0.16 inches. The design mix shall be within sieve analysis and bitumen ranges specified below unless approved otherwise by Owner prior to placement. . Materials shall meet New York State Department of Transportation, Standard Specifications.

SIEVE ANALYSIS OF MIX

	Binder Course	Top Course
Standard Sieve	Percent Passing By Weight	Percent Passing By Weight
3-inch	100	
2-inch	80 to 100	
1.5-inch		100
1-inch	55 to 75	95 to 100
3/4-inch		80 to 100
1/4-inch	28 to 50	50 to 76
No.40	5 to 15	10 to 21
No.200	0 to 5	2 to 7

2.2 EQUIPMENT

A. Equipment necessary for the paving of asphaltic concrete shall be on the project prior to beginning paving operations.

B. Maintain equipment in satisfactory operating condition and correct breakdowns in manner that will not delay or be detrimental to the schedule of paving operations.

PART 3 - EXECUTION

3.1 PREPARATION

A. Proof roll prepared base material surface to check for unstable areas in accordance with Section 31 2000 including documentation and re-proof rolling as required. Paving work shall begin only after unsuitable areas have been corrected and are ready to receive paving.

B. Remove loose material from compacted base material surface immediately before applying prime coat.

C. Establish and maintain required lines and elevations.

D. Cover the surfaces of curbs, gutters, manholes and other structures on which the asphaltic concrete mixture will be placed, with a thin, uniform coat of liquid asphalt. Where the asphaltic concrete mixture will be placed against the vertical face of an existing pavement, clean the vertical face to remove foreign substances and apply a coating of liquid asphalt at a rate of approximately 0.25 gallons per square yard.

3.2 ASPHALTIC CONCRETE PLACEMENT

A. Place asphaltic concrete mixture on completed compacted subgrade surface, spread, and strike off. Spread mixture at following minimum ambient temperatures:
1. Between 40 and 50 F: Mixture temperature: 285 F
2. Between 50 and 60 F: Mixture temperature: 280 F
3. Higher than 60 F: Mixture temperature: 275 F

B. Whenever possible, spread pavement by finishing machine; however, inaccessible or irregular areas may be placed by hand methods. Spread hot mixture uniformly to required depth with hot shovels and rakes. After spreading, carefully smooth hot mixture to remove segregated course aggregate and rake marks. Rakes and lutes used for hand spreading shall be type designed for use on asphalt mixtures. Do not dump loads faster that they can be properly spread. Workers shall not stand on loose mixture while spreading.

C. Paving Machine Placement: Apply successive lifts of asphaltic concrete in transverse directions with surface course placed parallel to flow of traffic. Place asphaltic paving in typical strips not less than 10'-0" wide. Asphaltic concrete pavement, including base and surface course, shall be placed in two or more equal lifts. Each lift shall be from 1 to 3 inches thick.

D. Joints: Make joints between old and new pavements, or between successive days and work in manner that will provide continuous bond between adjoining work. Construction joints shall have same texture, density, and smoothness as other sections of asphaltic concrete course. Clean contact surfaces of joints and apply tack coat.

3.3 ROLLING AND COMPACTION

A. After being spread, mixture shall be compacted by rolling as soon as it will bear the weight of rollers without undue displacement. Number, weight, types of rollers, and sequences of rolling operations shall be such that the required density and surface are consistently attained while the mixture is in workable condition.

B. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.

C. Breakdown Rolling: Perform breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling and repair displaced areas by loosening and filling with hot material.

D. Second Rolling: Follow breakdown rolling as soon as possible while mixture is hot. Continue second rolling until mixture has been thoroughly compacted as follows:
1. Average Density: 96 percent of reference laboratory density according ASTM D1556, but not less than 94 percent nor greater than 100 percent.

E. Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained maximum density.

F. Patching: Remove and replace paving areas mixed with foreign materials and defective areas. Cut out such areas and fill with fresh, hot asphaltic concrete. Compact by rolling to maximum surface density and smoothness.

G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked. Any masked or marred finish surfaces shall be repaired or smoothed.

3.4 JOINTS

A. General
1. Place each asphaltic paving layer as continuous as possible to keep the number of joints to a minimum. Create joints between old and new pavement, between successive days work, and where the mixture has become cold (less than 140 degrees F). Make these joints in such a manner as to create a continuous bond between the old and new pavement construction courses.
2. Offset joint of successive courses by at least 6 inches.

B. Transverse Joints: If placing of material is discontinued or if material in place becomes cold, make a joint running perpendicular to the direction traveled by the paver. Before placement continues, trim the edge of the previously placed pavement to a straight line perpendicular to the paver and cut back to expose an even vertical surface for the full thickness of the course. When placement continues, position the paver on the transverse joint so that sufficient hot mixture will be spread in order to create a joint after rolling that conforms to the required smoothness. If the temperature of the previously placed pavement material drops below 140 degrees F before paving is resumed, give the exposed vertical face a thin coat of liquid asphalt just before paving is continued.

C. Longitudinal Joints: Coat longitudinal joints that are not completed before the previously laid mixture has cooled to a temperature below 140 degrees F, with liquid asphalt just before paving is continued.

3.5 FIELD QUALITY CONTROL

A. Field quality control tests specified herein will be conducted by the Owner's Independent Testing Laboratory (ITL) at no cost to the Contractor. The Contractor shall perform additional testing as considered necessary by the Contractor for assurance of quality control. Retesting required as a result of failed initial tests shall be at the Contractor's expense.

B. Field testing, frequency, and methods may vary as determined by and between the Owner and the Owner's Testing Laboratory.

C. Check surface areas as necessary to identify ponding areas. Remove and replace unacceptable paving as directed by Owner.

D. Areas of deficient paving, including compaction, smoothness, thickness, and asphalt mixture, shall be delineated, removed, and replaced in compliance with Specifications requirements unless corrected otherwise as directed and approved by the Construction Manager.

E. The Contractor shall certify in writing that asphalt placement is in accordance with specification requirements.

END OF SECTION

33 1000 - WATER DISTRIBUTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Site water piping and fittings including domestic potable waterline and fire protection system supply waterline, valves, and fire hydrants. All work shall be in accordance with the City of Springfield DPW and Springfield Water & Sewer Commission Rules and Regulations and these site work specifications. In the event of a discrepancy between the two documents. The more stringent shall apply.

B. Related Requirements:
1. Section 31 2000 – Earth Moving

1.2 REFERENCES

A. The publications listed below form a part of this specification to the extent referenced. Publications are referenced within the text by the basic designation only.

B. American Society of Mechanical Engineers (ASME):
1. ASME B 16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.

C. ASTM International (ASTM):
1. ASTM B88 - Seamless Copper Water Tube.
2. ASTM F477 - Elastomeric Gaskets And Lubricant.

D. American Water Works Association (AWWA):
1. AWWA C104 - Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
2. AWWA C105 - Polyethylene Encasement for Ductile Iron Piping for Water and other Liquids.
3. AWWA C111 - Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
4. AWWA C116 - Protective Fusion-Bonded Epoxy Coatings for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron Fittings for Watersupply Service.
5. AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast, for Water or Other Liquids.
6. AWWA C153 - Ductile-Iron Compact Fittings for Water Service.
7. AWWA C504 - Rubber-Seated Butterfly Valves.
8. AWWA C509 - Resilient-Seated Gate Valves for Water Supply Service.
9. AWWA C550 - Protective Interior Coatings for Valves And Hydrants.
10. AWWA C600 - Installation of Ductile-Iron Water Mains and Appurtenances.
11. AWWA C651 - Disinfecting Water Mains.

E. American National Standards Institute Standards (ANSI):
1. ANSI A21.4 CementMortar Lining for CastIron and DuctileIron Pipe and Fittings for Water
2. ANSI A21.11 RubberGasket Joints for CastIron and DuctileIron Pressure Pipe and Fittings
3. ANSI A21.51 DuctileIron Pipe, Centrifugally Cast in Metal Molds or SandLined Molds, for Water or Other Liquids
4. ANSI A21.53 DuctileIron Compact Fittings, 3in. through 16in. for Water and Other Liquids

F. The New York Bureau of Water & Sewer Operations, Standard Water Main Specifications (latest issue)

G. Westchester Joint Water Works Rule and Regulations

1.3 QUALITY ASSURANCE

A. Products, where marked for compliance with code or test standards, shall also mark specific standard as required in the Contract Documents.

B. Perform installation in accordance with utility company or municipality requirements.

C. Valves: Mark manufacturer's name and pressure rating on valve body.

D. Perform disinfection of potable lines in accordance with AWWA C651.

1.4 SUBMITTALS

A. Furnish 1 copy of results of meter test and hydrostatic pressure test to Owner, Owners Civil Engineering Consultant (CEC), and utility company upon completion of water distribution backfilling operations.

B. Project Record Documents:

1. Disinfection report: Record the following:
   a. Type and form of disinfectant used.
   b. Date and time disinfectant injection start and time of completion.
   c. Test locations.
   d. Initial and 24 hour disinfectant residuals (quantity in treated water) in ppm for each outlet tested.
   e. Date and time of flushing start and completion.
   f. Disinfectant residual after flushing in ppm for each outlet tested.
2. Bacteriological report: Record the following:
   a. Date issued, project name, testing laboratory name, address, and telephone number.
   b. Time and date of water sample collection.
   c. Name of person collecting samples.
   d. Test locations.
   e. Initial and 24 hour disinfectant residuals in ppm for each outlet tested.
   f. Coliform bacteria test results for each outlet tested.
   g. Certification that water conforms, or fails to conform, to bacterial standards.
   h. Bacteriologist’s signature and authority.
3. Accurately record actual locations of piping mains, valves, connections, and top of pipe elevations.
4. Identify and describe unexpected variations to subsoil conditions and location of uncharted utilities.

PART 2 - PRODUCTS

2.1 PIPE

A. Pipe sizes 3-inches and smaller for installation below grade and outside building shall comply with the following:
   1. Seamless Copper Tubing: Type "K" soft copper, ASTM B88.
      a. Fittings: Wrought copper (95-5 Tin Antimony solder joint), ASME B 16.22.

B. Pipe sizes 4 to 16 inches for installation below grade and outside building shall comply with the following:
   1. Ductile Iron Water Pipe: Class 52 (in accordance with AWWA C151), (4-12”), double cement mortar-lined, double bituminous seal coated inside (in accordance with AWWA C104) and polyethylene encased (in accordance with AWWA C105)

a. Fittings: Either mechanical joint or push-on joint, AWWA C153, and shall be coated with a 6-8 mil nominal thickness fusion bonded epoxy conforming to the requirements of AWWA C550 and C116, or cement mortar lined in accordance with AWWA C104.
b. All pipe joints shall be Tyton push-on type, unless otherwise specified, employing ringtype rubber gasket to affect the joint seal (in accordance with AWWA C111).
c. All mechanical-joints shall be formed using a restrained mechanical gland.
d. Restrained mechanical gland shall be EBAA Iron's Mega-Lug retainer gland or other non-set-screw type retainer gland that will not void the warrantee of the pipe manufacturer.
e. Couplings shall be HYMAX with high strength, low alloy, corrosion resistant bolts and nuts.
f. Elastomeric gaskets and lubricant: ASTM F477.

2.2 VALVES

A. Gate Valves, 2-Inches and Larger:
1. Manufacturer and Model: M&H, Clow or U.S. Pipe Resilient Seated Wedge Gate Valves.
2. Gate valves shall open right.
3. AWWA C509, iron body, non-rising stem with square nut, single wedge, resilient seat, flanged or mechanical joint ends, control rod, post indicator where indicated on Construction Drawings, extension box and valve key.

B. Ball Valves, 2-Inches and Smaller:
1. Manufacturer and Model: Ford with compression grip ring.
2. Brass body, teflon coated brass ball, rubber seats and stem seals, Tee stem pre-drilled for control rod, AWWA compression inlet end, compression outlet with electrical ground connector, with control rod, extension box and valve key.

C. Butterfly Valves, From 2-Inch to 24-Inch: AWWA C504, Iron body, bronze disc, resilient replaceable seat, water or lug ends, infinite position lever handle.

D. Check Valves, Post Indicator Valves, And Backflow Preventors
1. Refer to Section 13900 - Fire Suppression in Architectural/Building Specifications

2.3 FIRE HYDRANTS

A. Fire Hydrants: M&H Dresser 929.

1. Main Valve Opening: 5.25 inches
2. Operating Nut Size: Pentagon 1.50 inches point to flat
3. Direction of Opening: Clockwise (OPEN RIGHT)
4. Bury Length: 5.5 feet
5. Sub-Seat Material: Bronze
6. Model: Traffic (breakaway design)

B. Hydrant Extensions: Fabricate in multiples of 6-inches with rod and coupling to increase barrel length.

C. Hose and Steamer Connections: National Standard Thread; 2 – 2.50 inch hose connections and 1 – 4.50 inch steamer connection

D. FDC Connection: 4" Storz Connection

E. Finish: Apply primer and 2 coats of enamel or special coating to color; match service zone fire hydrant standards.

2.4 ACCESSORIES

A. Thrust Blocking: Place 2500 psi concrete to provide sufficient bearing area to transmit unbalanced thrust from bends, tees, caps, or plugs to undisturbed soil without loading undisturbed soil in excess of 2,500 pounds per square foot when water main pressure is 100 psi.

MINIMUM THRUST BLOCKING BEARING AREAS

Pipe Diameter	Tees Sq. Ft	90° Bend Sq. Ft	45° Bend Sq. Ft	22½° Bend Sq. Ft.	11¼° Bend Sq. Ft.	5 5/8 Bend Sq. Ft.	Cap/Plug Sq. Ft.
3"	1.0	1.0	1.0	1.0	1.0	1.0	1.5
4"	1.0	1.0	1.0	1.0	1.0	1.0	2.0
6"	1.5	2.0	1.0	1.0	1.0	1.0	3.0
8"	2.5	3.5	1.8	1.0	1.0	1.0	4.0
10"	4.0	5.5	2.8	1.5	1.0	1.0	6.0
12"	6.0	8.0	4.0	2.0	1.5	1.0	8.5
14"	8.0	11.0	5.5	3.0	2.0	1.5	12.0
16"	10.0	14.2	7.0	4.0	3.0	2.5	15.0
18"	21.0	21.0	12.0	6.0	4.0	3.5	24.0

B. Locked mechanical joint fittings shall be installed where vertical changes in direction are required and, if approved by Owner and governing authority, can be installed in lieu of above thrust blocking requirements.

C. Polyethylene Encasement: Single layer of two ply cross-laminated high density polyethylene encasement per AWWA C105, Section 4.1.2, Type III, Class C (Black), Grade 33, tensile strength 5,000 psi minimum, elongation 100 percent, thickness nominal 0.004 inch (4 mil).

D. Trace Wire: Magnetic detectable conductor, (#12 Copper) brightly colored plastic covering imprinted with “Water Service” in large letters.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that building service connection and municipal utility water main size, location, and depth are as indicated on Construction Drawings.

3.2 PREPARATION

A. Ream pipe and tube ends and remove burrs.

B. Remove scale and dirt, on inside and outside, before assembly.

C. Prepare pipe for connections to equipment with flanges or unions.

D. Protect benchmarks, property corners, and other survey monuments from damage or displacement. If marker needs to be removed it shall be referenced by licensed land surveyor and replaced, as necessary, by same.

3.3 TRENCHING AND BEDDING

A. Excavate pipe trench and place bedding material in accordance with Section 31 2000 Earth Moving.

3.4 INSTALLATION - PIPE AND FITTINGS

A. Maintain separation of water main from sanitary and storm sewer piping in accordance with state or local codes.

B. Install ductile iron pipe and fittings in accordance with AWWA C600.

C. Ductile iron pipe and fittings shall be installed with polyethylene encasement around the pipe for the entire length of the project except where water main is within steel casing or is concrete encased. Install polyethylene encasement in accordance with AWWA C105, Method A.

D. Install pipe to allow for expansion and contraction without stressing pipe or joints or as specified by pipe manufacturer.

E. Install access fittings in accordance with local codes to permit disinfection of water system performed under this Section.

F. Connections with Existing Pipelines: Where connections are made between new work and existing piping, make connection using suitable fittings for conditions encountered. Make each connection with existing pipe at time and under conditions with least interference with operation of existing pipeline and in compliance with local utility company.

G. Form and place concrete for thrust blocks or other specified methods of retainage at each change of direction or end of pipe main.

H. Place pipe to depth in accordance with Section 31 2000 Earth Moving.

I. Backfill trench in accordance with Section 31 2000 Earth Moving.

J. Install trace wire continuous over top of non-metal pipe. Bury a minimum of 6 inches below finish grade, and above pipeline.

3.5 INSTALLATION - VALVES AND HYDRANTS

A. Install gate valves as indicated on Construction Drawings. Support valve on concrete pads with valve stem vertical and plumb. Install valve boxes in manner that will not transmit loads, stress, or shock to valve body. Center valve box over operating nut of valve vertical and plumb. Securely fit valve box together leaving cover flush with finished surface.

B. Install fire hydrant assemblies as indicated on Construction Drawings in vertical and plumb position with steamer/pumper nozzle pointed perpendicular to traffic where hydrant is adjacent to street, roadway, or parking lot drive or toward protected building unless otherwise directed by local authorities. Support hydrant assembly on concrete pad and firmly brace on side opposite inlet pipe against undisturbed soil and concrete blocking. Place minimum of 6-cubic feet of crushed stone or gravel around hydrant base and barrel after thrust blocking has cured at least 24 hours. Maintain vertical position of hydrant backfilling and compacting.

3.6 DISINFECTION OF DOMESTIC WATER PIPING SYSTEM

A. Disinfect distribution system with chlorine before acceptance for domestic operation. Chlorine dosage shall be not less than 50 parts per million. Flush lines before introduction of chlorinating materials and after contact period of not less than 24 hours. Flush with clean water after contact period until residual chlorine content is not greater than 1.0 part per million. Flush water discharged from water supply lines or hydrants shall not be allowed to discharge directly onto exposed soil or turf which could result in erosion of soil. If potential for erosion exists at discharge point, measures shall be taken to prevent erosion. Open and close valves in lines being disinfected several times

during contact period. After disinfection, take water sample and bacteriological test in accordance with AWWA C651. Do not place distribution system in service until approval is obtained from local governing authorities.

B. Contractor shall provide a means of neutralizing the super-chlorinated water before releasing into the environment. This may be accomplished by either a method of dechlorinization, direct release into a detention area approved by the Municipality, or any method acceptable to federal, state, and local codes. Direct release to open ground shall not be allowed, unless contained within an on site detention facility with 6" permanent storage. In this case, the Contractor shall time the release to assure that no rainstorms are imminent. The intent of this condition is to allow the majority of the chlorine to evaporate into the atmosphere before a rainstorm has the opportunity to wash the residual downstream. Contractor shall not release super-chlorinated water directly into the sanitary sewer system, private or public, nor any storm drain system not directly discharging into the detention facility.

3.7 SERVICE CONNECTIONS

A. Provide water service connection in compliance with utility company requirements including reduced pressure backflow preventor (if required) and water meter with by-pass valves and sand strainer.

3.8 FIELD QUALITY CONTROL

A. Test water distribution system pipe installed below grade and outside building in accordance with the following procedures:
   1. Perform testing of pipe materials, joints, and other materials incorporated into construction of water mains and force mains to determine leakage and water tightness. In the event state or local code requires more stringent test, more stringent test shall take precedence.
   2. Conduct piping tests before joints are covered and after concrete thrust blocks have hardened sufficiently. Fill pipeline 24 hours before testing and apply test pressure to stabilize system. Use only potable water. Test at not less than one-and-one-half times working pressure for two hours. Increase pressure in 50-psig increments and inspect each joint between increments. Hold at test pressure for 1 hour; decrease to 0 psig. Slowly increase again to test pressure and hold for 1 more hour. Maximum allowable leakage shall be 2 quarts per hour per 100 joints. Remake leaking joints with new materials and repeat test until leakage is within allowed limits.

B. Prepare reports of testing activities.

State University of New York
AGREEMENT

Contract No. _____

This Agreement made as of the _____ day of _____, 20____, for Contract Number _____ by and between STATE UNIVERSITY OF NEW YORK, a corporation organized and existing under the laws of the State of New York, with its principal office located at State University Plaza, Albany, New York 12246, on behalf of State University of New York at Purchase College located at 735 Anderson Hill Road, Purchase, New York 10577 hereinafter referred to as "University" and _____having its principal office located at _____, hereinafter referred to as "Contractor".

Federal ID or
Social Security No. _____

The University and the Contractor agree as follows:

1. The Contractor shall (a) furnish and perform all work of every kind required, and all other things necessary to complete, in the most substantial and workmanlike manner, the construction of Project Number **SU-061119,** titled **Fire Sprinkler Risers & Water Main Connection**, in strict accordance with the Contract Documents; (b) complete all work necessary for substantial completion within **45** days of contract award, or within the time to which such completion may have been extended in accordance with the Contract Documents; (c) in the event it fails to substantially complete all the work on time, the Contractor agrees to pay to the University liquidated damages in accordance with paragraph 1 of the Proposal for each calendar day of delay in substantially completing the work; and (d) do everything required by the contract; subject however to the terms, provisions and conditions listed hereinafter

2. The University shall pay and the Contractor shall accept for the performance of work of the above referenced Project, the total contract compensation of $_____, (in figures), _____ (in word)s.

ARTICLE I
General Provisions

Section 1.01 Definitions

Where the following words and expressions are used in the Contract Documents it is understood that they have the meaning set forth as follows:

CONSULTANT	The Architect, Engineer, Landscape Architect, or Surveyor named in the Notice to Bidders or such other person or firm designated by the University to provide general administration of the Contract and inspection of the work.
BIDDING DOCUMENTS	Notices to Bidders, Information for Bidders, and Proposal
BONDS	Performance Bond and Labor and Material Bond
CONTRACT OR CONTRACT DOCUMENTS	The Agreement, Project Manual, Proposal, Bonds, Specifications, Contract Drawings, Addenda issued prior to the opening of bids and Change Orders issued after the award of the Contract.
UNIVERSITY	State University of New York
NOTICE OF AWARD	Letter of Intent
PROJECT	The facility or facilities to be constructed including all usual, appropriate and necessary attendant work shown on, described in or mentioned in the Contract.
SITE	The area within the Contract limit lines, as shown on the Drawings, and all other areas upon which the Contractor is to perform work.
WORK	The using, performing, installing, furnishing and supplying of all materials, equipment, labor and incidentals necessary or proper for or incidental to the successful completion of the Project and the carrying out of all duties and obligations imposed upon the Contractor by the Contract.
NOT IN CONTRACT, "N.I.C."	Indicates equipment furnished by the Owner and installed under another construction contract or by

	another contractor, or operations at the site not included as part of this Contract.
PROVIDE, PROVIDED	Mean that the Contractor shall furnish and install all materials and labor for the item so specified.

Section 1.02 Captions

The titles or captions of Articles and Sections of the Contract are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof or of the Contract or in any way affect the Contract.

Section 1.03 Nomenclature

Materials, equipment or other work described in words which have a well-known, technical or trade meaning shall be interpreted as having such meaning in connection with the Contract.

Section 1.04 Contract Documents

(1) This agreement
(2) Exhibit A and A-1
(3) Project Manual SU-061119 and all attachments included therein, specifications, and drawings.

The Contract, together with all exhibits thereto, constitutes the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and the Contract shall not be changed, modified, or altered in any manner except by an instrument in writing executed by the parties hereto.

Section 1.05 Successors and Assigns

To the extent allowed by the terms of "Exhibit A", the Contract shall bind the successors, assigns and representatives of the parties hereto. The University reserves the right to have the State University Construction Fund (Fund) act on its behalf at any time or duration of this Agreement. Such designation of the Fund to act on the behalf of the University shall be in writing and addressed to the Contractor and signed by the University.

Section 1.06 Accuracy and Completeness of Contract Documents

(1) The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intention of the Documents is to include all materials, plant, equipment, tools, skill and labor of every kind necessary for the proper execution of the work and also those things which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.

(2) The Contract Documents contemplate a finished piece of work of such character and quality as is reasonably inferable from them. The Contractor acknowledges that the contract consideration includes sufficient money allowance to make its work complete and operational and in compliance with good practice and it agrees that inadvertent minor discrepancies or omissions or the failure to show details or to repeat on any part of the Contract Documents the figures or notes given on another shall not be the cause for additional charges or claims. In case of a conflict between any part or parts of the Contract Documents with any other part or parts thereof, as contrasted with an omission or failure to show details or to repeat on any part of the Contract Documents the figures or notes given on another part thereof, the following shall be given preference, in the order hereinafter set forth, to determine what work the Contractor is required to perform: (a) Addenda (later dates to take preference over earlier dates); (b) Amendments to Agreement; (c) Agreement; (d) Specifications; (e) Schedules; (f) Large scale detail Drawings (detail drawings having a scale of 3/4" and over); (g) Large scale plan and section Drawings (plan and section drawings having a scale equal to or larger than that used for the basic floor or site plan, as the case may be); (h) Small scale detail Drawings (detail drawings having a scale of less than 3/4"); and (i) Small scale plan and section Drawings (plan and section drawings having a scale less than that used for the basic floor or site plan, as the case may be). In the event of such a conflict between or among parts of the Contract Documents that are entitled to equal preference, the more expensive way of doing the work, the better quality or greater quantity of material shall govern unless the University otherwise directs.

Section 1.07 Organization of Contract Documents

The Specifications and Drawings are generally divided into trade sections for the purpose of ready references, but such division is arbitrary and such sections shall not be construed as the prescription by the Consultant or the University of the limits of the work of any subcontractor or as a determination of the class of labor or trade necessary for the fabrication, erection, installation or finishing of the work required. The Contractor will be permitted to allot the work of subcontractors at its own discretion regardless of the grouping of the Specifications and Drawings. It shall be the Contractor's responsibility to settle definitively with each subcontractor the portions of the work which the latter will be required to do. The University and the Consultant assume no responsibility whatever for any jurisdiction claimed by any of the trades involved in the work.

Section 1.08 Furnishing of Contract Documents

The Contractor shall be furnished, free of charge, with as many copies of the Specifications and Drawings as it may reasonably request, in the judgment of the University, within fifteen (15) working days after the Notice of Award. Any other copies of the Specifications and Drawings which the Contractor may desire can be obtained by it from the Consultant at the latter's cost of duplication thereof.

Section 1.09 Examination of Contract Documents and Site

By executing the Contract, the Contractor agrees: that it has carefully examined the Contract Documents together with the site of the proposed work as well as its surrounding territory; that it is fully informed regarding all the conditions affecting the work to be done and the labor and materials to be furnished for the completion of the Contract; and that its information has been acquired by personal investigation and research and not in the estimates and records of the University.

Section 1.10 Invalid Provisions

If any term or provision of the Contract Documents or the application thereof to any person, firm or corporation or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to persons, firms or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law.

Section 1.11 No Collusion or Fraud

Reference "Exhibit A" which is attached to and made a part of this Agreement.

Section 1.12 Notices

Any notice to either party hereunder must be in writing signed by the party giving it and shall be served either personally, by facsimile or registered mail of the United State Post Office and individuals indicated below:

TO THE UNIVERSITY:	To the Director of Purchasing at the campus where the project is located.
and a copy to:	Vice Chancellor for Capital Facilities State University of New York State University Plaza Albany, New York 12246
TO THE CONTRACTOR:	At the address indicated on page 1 of this Agreement Or to such other addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.

Section 1.13 Singular-Plural; Male-Female

As used in the Contract Documents, the singular of any word or designation, whenever necessary or appropriate, shall include the plural and vice versa, and the masculine gender shall include the female and neuter genders and vice versa.

ARTICLE II
Contract Administration and Conduct

Section 2.01 Consultant's Status

(1) The Consultant, as the University's representative, shall provide general administration of the Contract and inspection of the work. The Consultant will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. The Consultant's duties, services and work shall in no way supersede or dilute the Contractor's obligation to perform the work in conformance with all Contract requirements, but it is empowered by the University to act on its behalf with respect to the proper execution of the work and to give instructions when necessary to require such corrective measures as may be necessary, in its professional opinion, to insure the proper execution of the Contract or to otherwise protect the University's interest.

(2) The Consultant shall have the authority to stop the work or to require the prompt execution thereof whenever such action may be necessary, in its professional opinion, to insure the proper execution of the Contract or to otherwise protect the interests of the University.

(3) Except as otherwise provided in the Contract, the Consultant shall determine the amount, quality, acceptability, fitness and progress of the work covered by the Contract and shall decide all questions of fact which may arise in relation to the interpretation of the plans and Specifications, the performance of the work and the fulfillment by the Contractor of the provisions of the Contract. The Consultant shall in the first instance be the interpreter of the provisions of the Contract and the judge of its performance and it shall use its power under the Contract to enforce its faithful performance.

Section 2.02 Finality of Decisions

(1) Any decision or determination of the Consultant under the provisions of the Contract shall be final, conclusive and binding on the Contractor unless the Contractor shall, within ten (10) working days after such decision, make and deliver to the University a verified written statement of its contention that the decision of the Consultant is contrary to a provision of the Contract. The University shall thereupon determine the validity of the Contractor's contention. Pending decision by the University, the Contractor shall proceed in accordance with the Consultant's decision.

(2) Wherever it is provided in the Contract Documents that an application must be made to the University and/or determination made by the University, the University's decision on such application and/or its determination under the Contract Documents shall be final, conclusive and binding upon the Contractor unless the same shall be determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith and unless the Contractor, within ten (10) working days after receiving notice of the University's decision or determination, files a written statement with the University and the Consultant that it reserves its rights in connection with the matters covered by said decision or determination.

Section 2.03 Claims and Disputes

(1) If the Contractor claims (i) that any work it has been ordered to do is extra work or (ii) that it has performed or is going to perform extra work or (iii) that any action or omission of the University or the Consultant is contrary to the terms and provisions of the Contract, it shall:

a. Promptly comply with such order;

b. File with the University and the Consultant, within five (5) working days after being ordered to perform the work claimed by it to be extra work or within five (5) working days after commencing performance of the extra work, whichever date shall be the earlier, or within five (5) working days after the said action or omission on the part of the University or the Consultant occurred, a written notice of the basis of its claim and request a determination thereof;

c. File with the University and the Consultant, within thirty (30) calendar days after said alleged extra work was required to be performed or said alleged extra work was commenced, whichever date shall be the earlier, or said alleged action or omission by the University or the Consultant occurred, a verified detailed statement, with documentary evidence, of the items and basis of its claim;

d. Produce for the University's examination, upon notice from the University, all its books of account, bills, invoices, payrolls, subcontracts, time books, progress records, daily reports, bank deposit books, bank statements, checkbooks and canceled checks, showing all of its actions and transactions in connection with or relating to or arising by reason of its claim, and submit persons in its employment and in its subcontractors' employment for examination under oath by any person designated by the University to investigate any claims made against the University under the Contract, such examination to be made at the offices of the Contractor; and

e. Proceed diligently, pending and subsequent to the determination of the University with respect to any such disputed matter, with the performance of the Contract and in accordance with all instructions of the University and the Consultant.

(2) The Contractor's failure to comply with any or all parts of subdivision b of paragraph (1) of this Section shall be deemed to be (i) a conclusive and binding determination on its part that said order, work, action or omission does not involve extra work and is not contrary to the terms and provisions of the Contract; and (ii) a waiver by the Contractor of all claims for additional compensation or damages as a result of said order, work, action or omission. The provisions of subdivision b of paragraph (1) of this Section are for the purpose of enabling the University to avoid waste of public funds by affording it promptly the opportunity to cancel or revise any order, change its plans, mitigate or remedy the effects of circumstances giving rise to a claim or take such other action as may seem desirable and to verify any claimed expenses or circumstances as they occur. Compliance with such provisions is essential whether or not the University is aware of the circumstances of any order or other circumstances which might constitute a basis for a claim and whether or not the University has indicated it will consider a claim in connection therewith.

(3) No person has power to waive or modify any of the foregoing provisions and, in any action against the University to recover any sum in excess of the sum certified by the University to be due under or by reason of the Contract, the Contractor must allege in its complaint and prove at the trial compliance with the provisions of this Section.

(4) Nothing in this Section shall in any way affect the University's right to obtain an examination before trial or a discovery and inspection in any action that might be instituted by or against the University or the Contractor.

Section 2.04 Omitted Work

The University reserves the right at any time during the progress of the work to delete, modify or change the work covered by the Contract, by a Change Order thereto providing for either a reduction or omission of any portion of the work, without constituting grounds for any claim by the Contractor for allowances for damages or for loss of anticipated profits and in such event a deduction shall be made from the Contract consideration, the amount of which is to be determined in accordance with the provisions of Section 4.02 of the Agreement.

Section 2.05 Extra Work

(1) The University reserves the right at any time during the progress of the work to add, modify or change the work covered by the Contract by a Change Order thereto providing for extra work of either a qualitative or quantitative nature and in such event the Contract consideration shall be increased by an amount to be determined in accordance with the provisions of Section 4.02 of the Agreement and the completion date for all or any part of the work shall be extended for such period of time as may be determined by the University as necessary, because of the extra work, to complete the work or any part thereof.

(2) Nothing in the Contract Documents shall excuse the Contractor from proceeding with the extra work as directed and, except as otherwise specifically provided for in a Change Order, the terms and conditions of the Contract Documents shall be fully applicable to all extra work.

(3) The Contractor shall have no claim for extra work if the performance of such work, in the judgment of the Consultant, is made necessary or desirable because of any act or omission of the Contractor which is not in accordance with the Contract.

(4) Notwithstanding the provisions of Section 2.02 of the Agreement and any other provisions of the Contract Documents to the contrary, the University, after conferring with the Consultant, shall have the right to overrule a determination or decision of the Consultant, that relates to whether certain work is included in the Contract Documents or is extra work, which he or she believes is incorrect; in the event an officer exercises such right, his or her determination or decision shall be final, conclusive and binding upon the Contractor and the University unless the same shall be determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith.

Section 2.06 Contractor to Give Personal Attention

(1) The Contractor shall give its constant personal attention to all the work while it is in progress and shall place the working charge of a competent and reliable full-time superintendent acceptable to the Consultant and the University who shall have authority to act for the Contractor and who shall be accountable to the Consultant to the extent provided in the Contract. Unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in its employ, such superintendent shall not be changed without the written permission of the Consultant and the University.

(2) When the Contractor and its superintendent are temporarily absent from the site of the work, the Contractor or its superintendent shall designate a responsible supervisory employee to receive such orders as the Consultant or its representative may give. At no time shall any work be conducted on the site in the absence of an individual present who has been so designated by the Contractor or its superintendent as having authority to receive and execute instructions given by the Consultant or its representative.

Section 2.07 Employment of Workers

The Contractor shall at all times employ competent and suitable workers and equipment which shall be sufficient to prosecute all the work to full completion in the manner and time specified. All workers engaged in specially or skilled work shall have had sufficient experience in such work to properly and satisfactorily perform the same. Should the Consultant deem any employee of the Contractor or any subcontractor incompetent, careless, insubordinate or otherwise objectionable or whose continued employment on the work is deemed by the Consultant to be contrary to the public interest, it shall so advise the Contractor and the latter shall dismiss or shall cause the subcontractor, if such employee is employed by the latter, to dismiss such employee and such employee shall not again be employed on the work to be performed under the Contract without obtaining the prior written approval of the Consultant.

Section 2.08 Detailed Drawings and Instructions

Upon timely notice by the Contractor that supplementary information is required, the Consultant shall furnish additional instructions, by means of Drawings or otherwise, necessary for the proper execution of the work. All such Drawings and instructions shall be consistent with the Contract Documents, true developments thereof and reasonably inferable therefrom. The work shall be executed in conformity therewith and the Contractor shall do no work without proper Drawings and/or instructions.

Section 2.09 Contract Documents to Be Kept at Site

The Contractor shall keep at the site of the work a copy of the Drawings and Specifications and shall at all times give the Consultant and the University access thereto.

Section 2.10 Permits and Building Codes

The Contractor shall obtain from the proper authorities all permits legally required to carry on its work, pay any and all taxes and fees legally required and shall be responsible for conducting its operations in accordance with the provisions of such permits. Except as otherwise expressly provided in the Contract Documents, all of the work covered by this Contract which is to be performed on property owned by the State University of New York is not subject to the building code of any city, county or other political subdivision of the State of New York. It is, however, subject to the provisions of the New York State Uniform Fire Prevention and Building Code and the applicable Federal and State health and labor laws and regulations. The building permit for the work shall be issued by the Campus Code Compliance Officer.

Section 2.11 Surveys

(1) From the data shown on the Drawings and identified at the site by the Consultant, a licensed surveyor, to be designated and paid for by the University, shall establish one (1) fixed bench mark and one (1) fixed base line at the site. The Contractor shall work from the bench marks and base lines shown on the Drawings, identified at the site by the Consultant and established at the site by the aforesaid surveyor and shall establish such supplementary bench marks and base lines that are required in order for it to lay out the work. The Contractor shall be responsible for all measurements that may be required for execution of the work to the exact position and elevation as prescribed in the Specifications, shown on the Drawings, or as the same may be modified at the direction of the Consultant to meet changed conditions or as a result of modifications to the work covered by the Contract.

(2) The Contractor shall furnish at its own expense such stakes and other required equipment, tools and materials, and all labor as may be required in laying out any part of the work. If, for any reason, monuments are disturbed, it shall be the responsibility of the Contractor to reestablish them, without cost to the University, as directed by the Consultant. The Consultant may require that construction work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking completed work or the work in progress.

(3) In all multiple-story construction, the Contractor shall establish and maintain line marks at each floor level and grade marks four (4) feet above the finished floor at each floor level.

Section 2.12 Site Conditions

(1) The Contractor acknowledges that it has assumed the risk and that the Contract consideration includes such provision as it deems proper for all physical conditions and subsurface conditions as it could reasonably anticipate encountering from the provisions of the Contract Documents, borings, rock cores, topographical maps and such other information as the University or the Consultant made available to it prior to the University's receipt of bids or from its own inspection and examination of the site prior to the University's receipt of bids.

(2) In the event that the Contractor encounters subsurface physical conditions or other latent physical conditions at the site differing substantially from those shown on or described or indicated in the Contract Documents and which could not have been reasonably anticipated from the aforesaid information made available by the University or the Consultant or from the Contractor's aforesaid inspection and examination of the site, it shall give immediate notice to the Consultant of such conditions before they are disturbed. The Consultant will thereupon promptly investigate the conditions and, if it finds that they do substantially differ from that which should have been reasonably anticipated by the Contractor, it shall make such changes in the Drawings and Specifications as may be necessary and a Change Order shall be issued, the amount of which shall be determined in accordance with the provisions of Section 4.02, to reflect any increase or decrease in the cost of, or the time required for, performance of the Contract as a result of any of the aforesaid changes made by the Consultant and/or as a result of such unanticipated subsurface conditions.

Section 2.13 Right to Change Location

When additional information regarding the subsurface conditions becomes available to the University as a result of the excavation work, further testing or otherwise, it may be found desirable to change the location, alignment, dimensions or grades to conform to such conditions. The University reserves the right to make such reasonable changes in the work as, in its opinion, may be considered necessary or desirable, such changes and any adjustments in the Contract consideration as a result thereof are to be made in accordance with the provisions of Sections 2.04, 2.05 and 4.02 of the Agreement.

Section 2.14 Unforeseen Difficulties

Except as otherwise expressly provided in Section 2.12 of the Agreement and in other Sections of the Contract Documents, the Contractor acknowledges that it has assumed the risk and that the Contract consideration includes such provisions as it deems proper for any unforeseen obstacles or difficulties which it may encounter in the performance of the work.

Section 2.15 Moving Materials and Equipment

Should it become necessary, in the judgment of the Consultant, at any time during the course of the work to move materials which are stored on the site and equipment which has been temporarily placed thereon, the Contractor upon request of the Consultant shall move them or cause them to be moved at its sole cost and expense; provided, however, if materials and equipment have been stored or placed by the Contractor at a location on the site expressly approved, in writing, by the consultant and the same are moved or caused to be moved by the Contractor at the Consultant's request, such removal shall be deemed extra work and the Contractor shall be compensated therefore in accordance with the provisions of Section 4.02 of the Agreement.

Section 2.16 Other Contracts

(1) Prior to and during the progress of the work hereunder the University reserves the right to let other contracts relating to the Project or in connection with work on sites within the Contract limit lines or adjoining or adjacent to that on which the work covered by this Contract is to be performed. In the event such other contracts are let, or have previously been let, the Contractor and such other contractors shall coordinate their work with each other, arrange the sequence of their work to conform with the progressive operation of all the work covered by such contracts and afford each other reasonable opportunities for the introduction and storage of their materials, supplies and equipment and the execution of their work. If the Contractor or such other contractors contend that their work or the progress thereof is being interfered with by the acts or omissions of the other or others or that there is a failure to coordinate or properly arrange the sequence of the work on the part of the Contractor or such other contractors, they shall, within five (5) working days of the commencement of such interference or failure of coordination or failure to perform work in proper sequence, give written notification to the University and the Consultant of such contention. Upon receipt of such notification or on its own initiative, the Consultant shall investigate the situation and issue such instructions to the Contractor or such other contractors with respect thereto as it may deem proper. The Consultant shall determine the rights of the Contractor and of such other contractors and the sequence of work necessary to expedite the completion of all work covered by this Contract in relation to the work covered by said other contracts.

(2) The Contractor agrees that it has and will make no claim for damages against the University by reason of any act or omission to act by any other contractor or party or in connection with the Consultant's or University's acts or omissions to act in connection with such other contractor, but the Contractor shall have a right to recover such damages from the other contractors under a provision similar to the following provision which has been or will be inserted in the Contract with such other contractors.

(3) Should any other contractor, having or who shall hereafter have a contract with the University relating to the Project or in connection with the work on sites adjoining or adjacent to that on which the work covered by this Contract is to be performed, sustain any damage, during the progress of the work hereunder, through any act or omission of the Contractor, the Contractor agrees to reimburse such other contractor for all such damages and it further agrees to indemnify and save harmless the University and the State of New York from all claims for such damages.

(4) If the proper and accurate performance of the work covered by the Contract depends upon the proper performance and execution of work not included herein or depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Consultant any defects in such work that render it unsuitable for proper execution and results. Its failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the execution of the work covered by the Contract, except as to latent defects which may be discovered thereafter.

Section 2.17 Inspection and Testing

(1) All materials and workmanship shall be subject to inspection, examination and testing by the Consultant and the University at all times during the performance of the work and at all places where the work is carried on. Except as otherwise herein specified, the University shall pay for the cost of inspection, examination and testing by the Consultant or the University. If, however, the tests and any attendant re-inspection or re-examination prove that the materials and/or work tested do not meet the requirements of the Contract, then the entire cost of such tests is to be borne by the Contractor. The Consultant will have the right to reject defective material and workmanship furnished by the Contractor or require its correction. The Contractor, without charge therefore, shall satisfactorily and promptly correct all rejected work and replace all rejected material with proper material.

(2) The Contractor shall promptly segregate and remove from the site of the work all rejected material and work. If the Contractor shall fail to proceed at once with the replacing of rejected material and/or correction of defective workmanship, the University may, by contract or otherwise, replace such material and/or correct such workmanship, and charge the costs thereof to the Contractor and/or it may cancel the Contract and terminate the Contractor's employment as provided in the Agreement.

(3) The Contractor, without additional charge therefore, shall promptly furnish all reasonable facilities, labor and materials necessary for the safe and convenient inspection and testing that may be required by the Consultant or the University.

(4) If the Contract Documents or the Consultant's instructions or the applicable laws, ordinances or regulations of any governmental authority require any part of the work covered by the Contract to be specially tested or inspected, the Contractor shall give the Consultant timely notice of its readiness for such testing or inspection or, if the same is to be performed by a governmental authority, of the date fixed therefore. If any such work, without the written permission of the Consultant, should be covered up prior to such testing or inspection, the Contractor, at its sole cost and expense, must, if directed by the Consultant, uncover the same for testing or inspection and reconstruct the same after the tests or inspection are conducted. All certificates of inspection or testing, involving the Contractor's work, required to be obtained from governmental authorities are to be secured by the Contractor at its sole cost and expense.

(5) Should it be considered necessary or advisable by the Consultant at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Contractor, upon request, shall furnish all necessary facilities, labor and material to perform such examination. If the work subject to such examination is found to be defective or nonconforming in any manner due to the fault of the Contractor or any of its subcontractors, such uncovering or destruction and necessary reconstruction, even though such includes work not covered in the Contract, shall be at the expense of the Contractor. If, however, such work after testing and examination is found to be satisfactory, the University will pay the Contractor the cost of such uncovering or destruction and reconstruction, such cost to be determined as in the case of extra work as provided in Section 4.02.

(6) Inspection of material and furnished articles to be incorporated in the work may be made at the place of production, manufacture or shipment unless otherwise stated herein. The inspection of material and workmanship for final acceptance as a whole or in part will be made at the site of the work.

Section 2.18 Subcontractors

(1) Except for subcontractors designated by the University, or required to be named at any earlier date, pursuant to the provisions of the Information for Bidders, within thirty (30) calendar days after Notice of Award, the Contractor must submit a written statement to the Consultant giving the name and address of all proposed subcontractors. Said statement must contain a description of the portion of the work and materials which the proposed subcontractors are to perform and furnish and any other information tending to prove that the proposed subcontractors have the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and provisions of the Contract Documents.

(2) If the Consultant finds that the proposed subcontractors are qualified, it will so notify the Contractor within ten (10) working days after receipt of the aforesaid information. If the determination is to the contrary, however, the Consultant within such period will notify the Contractor of such determination and the latter, unless it decides to do such work itself and is qualified, in the Consultant's opinion, to do such work, must, within ten (10) working days thereafter, submit similar information with respect to other proposed subcontractors.

(3) The Consultant's approval of a subcontractor and/or the University's designation of a subcontractor pursuant to the provisions of the Contract Documents shall not relieve the Contractor of any of its responsibilities, duties and liabilities hereunder. The Contractor shall be solely responsible to the University for the acts or defaults of such subcontractors and of such subcontractors' officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract.

(4) The Contractor shall be fully responsible for the administration, integration, coordination, direction and supervision of all of its subcontractors and of all work and it shall check all space requirements of the work and coordinate and adjust the same so that conflicts in space do not occur in the work being performed by it with its own employees and with the work being performed by its subcontractors and so that all equipment, piping, wiring, etc., can be installed, where possible, in the spaces allowed for the same.

(5) No subcontractor shall be permitted to work at the site until (a) it has furnished satisfactory evidence to the Consultant of the insurance required by law; (b) in the case of a Project involving a federal grant, it has furnished satisfactory evidence to the Consultant of the same type and amount of liability insurance as that required of the Contractor by Section 5.06 of the Agreement; and (c) except for subcontractors designated by the University pursuant to the provisions of the Information for bidders, it has been approved by the Consultant.

(6) Within seven (7) working days after the Contractor receives payment from the University on account of a progress payment application for the percentage of the work done, it shall pay each of its subcontractors the sum contained in said payment for the percentage of said subcontractor's work, less the same amount retained therefrom by the University under the terms of the Contract Documents or in consequence of any legal proceedings or statutory liens, and less any amounts due the Contractor under the subcontract for work not performed or not properly or timely performed by the subcontractor. In the event any subcontractor is not paid by the Contractor, the former should immediately notify the University of such fact. Notwithstanding the foregoing, no retention or withholding of payment by the university shall affect the Contractor’s obligation to pay all subcontractors, agents, employees or other parties for goods or services provided in connection with the work.

(7) The Contractor shall execute with each of its subcontractors and shall require all subcontractors to execute with their sub-subcontractors a written agreement which shall bind the latter to the terms and provisions of this Contract insofar as such terms and provisions are applicable to the work to be performed by such subcontractors. The Contractor shall require all subcontractors and sub-subcontractors to promptly, upon request, file with the Consultant and the University a copy of such agreements, from which the price and terms of payment may be deleted.

(8) If for sufficient reason, at any time during the progress of the work to be performed hereunder, the Consultant determines that any subcontractor or sub-subcontractor is incompetent, careless or uncooperative, the Consultant will notify the Contractor accordingly and immediate steps will be taken by the Contractor for cancellation of such subcontract or sub-subcontract. Such termination, however, shall not give rise to any claim by the Contractor or by such subcontractor or sub-subcontractor for loss of prospective profits on work unperformed and/or work unfurnished and a provision to that effect shall be contained in all subcontracts and sub-subcontracts.

(9) No provisions of this Contract shall create or be construed as creating any contractual relation between the University and any subcontractor or sub-subcontractor or with any person, firm or corporation employed by, contracted with or whose services are utilized by the Contractor.

Section 2.19 Shop Drawings and Samples

(1) The Contractor, in accordance with the approved Shop Drawing and Sample schedule and with such promptness and in such sequence as to cause no delay in the work, shall submit for the Consultant's approval all Shop Drawings and Samples called for under the Contract or requested by the Consultant.

(2) Shop Drawings shall establish the actual detail of the work, indicate proper relation to adjoining work, amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

(3) All Shop Drawings and Samples shall be thoroughly checked by the Contractor for compliance with the Contract Documents before submitting them to the Consultant for approval and all Shop Drawings shall bear the Contractor's recommendation for approval certifying that they have been so checked. Any Shop Drawings submitted without this stamp of approval and certification, and Shop Drawings which, in the Consultant's opinion, are incomplete, contain numerous errors or have not been checked or only checked superficially, will be returned unchecked by the Consultant for resubmission by the Contractor. In checking Shop Drawings, the Contractor shall verify all dimensions and field conditions and shall check and coordinate the Shop Drawings of any section or trade with the requirements of all other sections or trades whose work is related thereto, as required for proper and complete installation of the work.

(4) Samples must be of sufficient size or number to show the quality, type, range of color, finish and texture of the material. Each Sample shall be properly labeled to show the nature of the material, trade name of manufacturer, name and location of the work where the material represented by the Sample is to be used and the name of the Contractor submitting the Sample. Transportation charges to the Consultant must be prepaid on Samples forwarded to it.

(5) Shop Drawings and Samples, submitted by the Contractor in accordance with the approved Shop Drawing and Sample schedule, will be reviewed by the Consultant within fifteen (15) working days and if satisfactory will be approved. A Shop Drawing, when approved, will be returned to the Contractor. If not satisfactory, the Drawings and Samples will be appropriately marked and returned to the Contractor for correction thereof, in which event the Contractor shall resubmit to the Consultant a corrected copy of the Shop Drawing or a new Sample, as the case may be. The Contractor shall make any correction required by the Consultant and shall appropriately note any changes or revisions on the Shop Drawing, dated to correspond with the date of the Consultant's request for the change. Upon approval of the Shop Drawing by the Consultant, the Contractor shall promptly furnish to the Consultant as many copies thereof as the Consultant may reasonably request.

(6) At the time of submission of a Shop Drawing or Sample, the Contractor shall inform the Consultant and the University in writing of any deviation in the Shop Drawing or Sample from the requirements of the Contract Documents. Unless such deviation is specifically noted by the Contractor with a notation that such deviation will result in extra work for which the Contractor requests payment or requires additional time, the Contractor shall be deemed to have waived any claim for extra work, additional compensation or payment or an extension of time with respect to all work shown on, described in or related to the Shop Drawing or Sample.

(7) The Consultant's approval of Shop Drawings or Samples is for design only and is not a complete check on the method of assembly, erection or construction. Approval shall in no way be construed as: (a) permitting any departure whatsoever from the Contract Documents, except where the Contractor, in accordance with the provisions of paragraph 6 of this Section, has previously notified the University and the Consultant of such departure; (b) relieving the Contractor of full responsibility for any error in quality of materials, details, dimensions, omissions or otherwise that may exist; (c) relieving the Contractor of full responsibility for adequate field connections, erection techniques, bracing or deficiencies in strength; (d) relieving the Contractor of full responsibility for satisfactory performance of all work and coordination with the work of all subcontractors and other contractors; or (e) permitting departure from additional details or instructions previously furnished by the Consultant.

(8) No work requiring a Shop Drawing or Sample shall be commenced until a Shop Drawing or Sample is approved in writing by the Consultant and all such work shall be: (a) in accordance with the approved Shop Drawing, provided the latter conforms in all respects to the Contract Documents or to such deviations therefrom as have been previously noted by the Contractor in accordance with the provisions of paragraph 6 of this Section; and (b) in conformance in all respects to the sample furnished to and approved by the Consultant and, unless otherwise specified, as new and of good quality.

Section 2.20 Equivalents - Approved Equal

A. EQUIVALENTS OR APPROVALS - GENERAL

(1) The words "similar and equal to", "or equal", "equivalent", and such other words of similar content and meaning shall, for the purposes of this Contract, be deemed to mean similar and equivalent to one of the named products. For the purposes of subdivisions A and B of this Section and for purposes of the Bidding Documents, the word "products" shall be deemed to include the words "articles", "materials", "items", "equipment" and "methods". Whenever in the Contract Documents one or more products are specified, the words "similar and equal to" shall be deemed inserted.

(2) Whenever any product is specified in the Contract Documents by a reference to the name, trade name, make or catalog number of any manufacturer or supplier, the intent is not to limit competition, but to establish a standard of quality which the Consultant has determined is necessary for the Project. A Contractor may at its option use any product other than that specified in the Contract Documents provided the same is approved by the Consultant in accordance with the procedures set forth in subdivision B of this Section. In all cases the Consultant shall be the sole judge as to whether a proposed product is to be approved and the Contractor shall have the burden of proving, at its own cost and expense, to the satisfaction of the Consultant, that the proposed product is similar and equal to the named product. In making such determination the Consultant may establish such objective and appearance criteria as it may deem proper that the proposed product must meet in order for it to be approved.

(3) Nothing in the Contract Document shall be construed as representing, expressly or implicitly, that the named product is available or that there is or there is not a product similar and equal to any of the named products and the Contractor shall have and make no claim by reason of the availability or lack of availability of the named product or of a product similar and equal to any named product.

(4) The Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Consultant in considering a product proposed by the Contractor or by reason of the failure of the Consultant to approve a product proposed by the Contractor.

(5) Requests for approval of proposed equivalents will be received by the Consultant only from the Contractor.

B. EQUIVALENTS OR APPROVALS AFTER BIDDING

(1) Requests for approval of proposed equivalents will be considered by the Consultant after bidding only in the following cases: (a) the named product cannot be obtained by the Contractor because of strikes, lockouts, bankruptcies or discontinuance of manufacture and the Contractor makes a written request to the Consultant for consideration of the proposed equivalent within ten (10) calendar days of the date it ascertains it cannot obtain the named product; or (b) the proposed equivalent is superior, in the opinion of the Consultant, to the named product; or (c) the proposed equivalent, in the opinion of the Consultant, is equal to the named product and its use is to the advantage of the University, e.g., the University receives an equitable credit, acceptable to it, as a result of the estimated cost savings to the Contractor from the use of the proposed equivalent or the University determines that the Contractor has not failed to act diligently in placing the necessary purchase orders and a savings in the time required for the completion of the construction of the Project should result from the use of the proposed equivalent; or (d) the proposed equivalent, in the opinion of the Consultant, is equal to the named product and less than ninety (90) calendar days have elapsed since the Notice of Award of the Contract.

(2) Where the Consultant pursuant to the provisions of the subdivision approves a product proposed by a Contractor and such proposed product requires a revision or redesign of any part of the work covered by this Contract, all such revision and redesign and all new Drawings and details required therefore shall be subject to the approval of the Consultant and shall be provided by the Contractor at its own cost and expense.

(3) Where the Consultant pursuant to the provisions of this Section approves a product proposed by a Contractor and such proposed product requires a different quantity and/or arrangement of duct work, piping, wiring, conduit or any other part of the work from that specified, detailed or indicated in the Contract Documents, the Contractor shall provide the same at its own cost and expense.

Section 2.21 Patents, Trademarks and Copyrights

The Contractor acknowledges that the Contract consideration includes all royalties, license fees and costs arising from patents or trademarks in any way involved in the work, provided, however, that the Contract consideration shall not be deemed to have included therein any royalty, license fee or cost arising from a patent or trademark for a design prepared by the Consultant and neither the Contractor nor the University shall have any liability in connection therewith. Where the Contractor is required or desires to use any product, device, material or process covered by patent or trademark, the Contractor shall indemnify and save harmless the University and the State of New York from any and all claims, actions, causes of action or demands, for infringement by reason of the use of such patented product, device, material or process, and shall indemnify the University and the State of New York from any cost, liability, damage and expense, including reasonable attorneys' fees and court costs, which it may be obligated to incur or pay by reason of any claim or infringement at anytime both before or after the University's final acceptance of all the work to be performed under the Contract.

Section 2.22 Possession Prior to Completion

If before the final completion of all the work it shall be deemed advisable or necessary by the University to take over, use, occupy or operate any part of the completed or partly completed work or to place or install therein equipment and furnishings, the University, upon reasonable written notice to the Contractor, shall have the right to do so and the Contractor will not in any way interfere therewith or object to the same. Such action by the University shall in no way affect the obligations of the Contractor under the terms and provisions of the Contract Documents and the Contractor acknowledges that such action by the University does not in any way evidence the completion of the work or any part thereof or in any way signify the University's acceptance of the work or any part thereof, provided, however, that the period for the Contractor's warranties and guarantees under the Contract for the work so occupied or operated shall be deemed to commence on the date said work is occupied or operated. The Contractor agrees to continue the performance of all work covered by the Contract in a manner which will not unreasonably interfere with such takeover, use, occupancy, operation, placement or installation.

Section 2.23 Completion and Acceptance

A. PARTIAL COMPLETION AND ACCEPTANCE

If before the final completion of all the work any portion of the permanent construction has been satisfactorily completed and the same will be immediately useful to the University, the latter may, by written notice, advise the Contractor that it accepts such portion of the work. Such actions by the University shall in no way affect the obligations of the Contractor under the terms and provisions of the Contract with respect to any work not so completed and accepted.

B. SUBSTANTIAL COMPLETION

When all the work covered by the Contract is substantially completed, i.e., has reached such point of completion that the Project can be fully occupied and used for the purposes for which it was intended, the Contractor shall give written notice thereof to the University and the Consultant. The latter will then promptly make an inspection of the work and, if they shall determine that all the work is substantially completed, they shall so advise the Contractor. Such action shall in no way affect the obligations of the Contractor under the terms and provisions of the Contract with respect to any uncompleted (including untested or deferred work), unaccepted or corrective work or in any way affect, limit or preclude the issuance by the Consultant, from time to time thereafter, of "Punch Lists", i.e., lists of uncompleted or corrective work which the Contractor is to promptly complete and/or correct.

C. FULL COMPLETION AND ACCEPTANCE

After the completion of all the work the Contractor shall give written notice to the University and the Consultant that all the work is ready for inspection and final acceptance. The University and the Consultant shall promptly make such inspection and, if they shall determine that all the work has been satisfactorily completed, the University shall thereupon by written notice advise the Contractor that it accepts such work.

Section 2.24 Record Drawings

(1) Prior to acceptance by the University of all work covered by the Contract, the Contractor shall furnish to the Consultant one (1) set of current Contract Drawings on which the Contractor has recorded, using colored pencil, in a neat and workmanlike manner, all instances where actual field construction differs from work as indicated on the Contract Drawings. These "Record" Drawings shall show the following information: (a) all significant changes in plans, sections, elevations and details, such as shifts in location of walls, doors, windows, stairs and the like made during construction; (b) all significant changes in foundations, columns, beams, openings, concrete reinforcing, lintels, concealed anchorage and "knock-out" panels made during construction; (c) final location of electric panels, final arrangement of electric circuits and any significant changes made in electrical design as a result of Change Orders or job conditions; (d) final location and arrangement of all mechanical equipment and major concealed plumbing, including, but not limited to, supply and circulating mains, vent stacks, sanitary and storm water drainage; and (e) final location and arrangement of all underground utilities, connections to building and/or rerouting of existing utilities, including, but not limited to, sanitary, storm, heating, electric, signal gas, water and telephone.

(2) Shop Drawings shall not be acceptable as "Record" Drawings.

(3) The Contractor agrees to provide Record Drawings on "electronic media" or "hard copy" at the discretion of the University at no extra cost.

Section 2.25 Guarantees

(1) The Contractor, at the convenience of the University, shall remove, replace and/or repair at its own cost and expense any defects in workmanship, materials, ratings, capacities or characteristics occurring in or to the work covered by the Contract within one (1) year or within such longer period as may otherwise be provided in the Contract, the period of such guarantee to commence with the University's final acceptance of all work covered under the Contract or at such other date or dates as the University may specify prior to that time, and the Contractor, upon demand, shall pay for all damage to all other work resulting from such defects and all expenses necessary to remove, replace and/or repair such other work which may be damaged in removing, replacing or repairing the said defects. The obligations of the Contractor under the provisions of this paragraph or any other guarantee provisions of the Contract Documents are not limited to the monies retained by the University under the Contract.

(2) Unless such removal, replacement and/or repair shall be performed by the Contractor within ten (10) working days after it receives written notice from the University specifying such defect, or if such defect is of such a nature that it cannot be completely removed, repaired and/or replaced within said ten (10) day period and the Contractor shall not have diligently commenced removing, repairing and/or replacing such defect within said ten (10) day period and shall not thereafter with reasonable diligence and in good faith proceed to do such work, the University may employ such other person, firm or corporation as it may choose to perform such removal, replacement and/or repair and the Contractor agrees, upon demand, to pay to the University all amounts which it expends for such work.

Section 2.26 Default of Contractor

(1) In addition to those instances specifically referred to in other Sections hereof, the University shall have the right to declare the Contractor in default of the whole or any part of the work if:

a. The Contractor makes an assignment for the benefit of creditors pursuant to the statutes of the State of New York; or if

b. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor; or if

c. A receiver or receivers are appointed to take charge of the Contractor's property or affairs; or if

d. The Contractor shall sublet, assign, transfer, convey, or otherwise dispose of the Contract other than as herein specified; or if

(2) Before the University shall exercise its right to declare the Contractor in default by reason of the conditions set forth in this subsection, it shall give the Contractor three (3) working days' notice of its intention to declare the Contractor in default and unless, within such three (3) day period, the Contractor shall make arrangements, satisfactory to the University, to correct and/or eliminate the conditions set forth in the University's aforesaid notice, the Contractor may be declared in default at the expiration of such three (3) day period or at the expiration of such longer period of time as the University may determine. In addition to those instances specifically referred to above, the University shall have the right to declare the Contractor in default of the whole or any part of the work if, in the sole opinion of the University:

a. The Contractor becomes insolvent; or if

b. The Contractor fails to commence work when notified to do so by the Consultant; or if

c. The Contractor shall abandon the work; or if

d. The Contractor shall refuse to proceed with the work when and as directed by the Consultant; or if

e. The Contractor shall without just cause reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the University, to complete the work in accordance with the approved time progress schedule, and shall fail or refuse to sufficiently increase such working force when ordered to do so by the Consultant; or if

f. The Contractor is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the work, or the

award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

g. The work cannot be completed within the time herein provided therefore or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the University's opinion, attributable to conditions within the Contractor's control; or if

h. The work is not completed within the time herein provided therefore or within the time to which the Contractor may be entitled to have such completed extended; or if

i. The Contractor is or has been willfully or in bad faith violating any of the provisions of this Contract; or if

j. The Contractor is not or has not been executing the Contract in good faith and in accordance with its terms.

(3) The right to declare in default for any of the grounds specified or referred to shall be exercised by the University sending the Contractor a written notice setting forth the ground or grounds upon which such default is declared. Upon receipt of notice that it has been declared in default, the Contractor shall immediately discontinue all further operations under the Contract and shall immediately quit the site, leaving untouched all plant, materials, equipment, tools and supplies then on site.

(4) The University, after declaring the Contractor in default, may then have the work completed by such means and in such manner, by contract, with or without public letting, or otherwise, as it may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools and supplies remaining on the site, and also such subcontractors as it may deem advisable, or it may call upon the Contractor's surety at its own expense to do so.

(5) In the event that the University declared the Contractor in default of the work or any part of the work, the Contractor, in addition to any other liability to the University hereunder or otherwise provided for or allowed by law, shall be liable to the University for any costs it incurs for additional architectural and engineering services necessary, in its opinion, because of the default and the total amount of liquidated damages from the date when the work should have been completed by the Contractor in accordance with the terms hereof to the date of actual completion of the work, both of which items shall be considered as expenses incurred by the University in completing the work and the amount of which may be charged against and deducted out of such monies as would have been payable to the Contractor or it surety if the work had been completed without a default.

(6) If the University completes the work, the Consultant shall issue a certificate stating the expenses incurred in such completion, including the cost of re-letting. Such certificates shall be final, binding and conclusive upon the Contractor, its surety, and any person claiming under or through the Contractor, as to the amount thereof.

(7) The expense of such completion, as so certified by the Consultant, shall be charged against and deducted out of such monies as would have been payable to the Contractor if it had completed the work; the balance of such monies, if any, subject to the other provisions of the Contract, to be paid to the Contractor without interest after such completion. Should the expense of such completion, so certified by the Consultant, exceed the total sum which would have been payable under the Contract if the same had been completed by the Contractor, any such excess shall be paid by the Contractor to the University upon demand.

(8) In the event the University shall determine to complete the work without calling upon the Contractor's surety to do so, the Contractor shall not be entitled, from and after the effective date of the declaration of the default, to receive any further payment under the Contract until the said work shall be wholly completed and accepted by the University.

(9) In case the University shall declare the Contractor in default as to a part of the work only, the Contractor shall discontinue such part, shall continue performing the remainder of the work in strict conformity with the terms of the Contract, and shall in no way hinder or interfere with any other contractors or persons whom the University may engage to complete the work as to which the Contractor was declared in default.

(10) The provisions relating to declaring the Contractor in default as to the entire work shall be equally applicable to a declaration of partial default, except that the University shall be entitled to utilize for completion of the part of the work as to which the Contractor was declared in default only such plant, materials, equipment, tools and supplies as had been previously used by the Contractor on such part.

(11) In completing the whole or any part of the work, the Consultant and the University shall have the power to depart from, change or vary the terms and provisions of the Contract; provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variations, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the Consultant's certificate of the cost of completion, nor shall it constitute a defense to any action to recover the amount by which such certificate exceeds the amount which would have been payable to the Contractor hereunder but for its default.

(12) The provisions of this Section shall be in addition to any and all other legal or equitable remedies provided by this Agreement and otherwise available by law.

Section 2.27 Termination

(1) The performance of work under this Contract may be terminated by the University, in whole or in part, whenever the University shall determine that such termination is in the best interest of the University; or in the event the State Finance Law Sections 139-j and 139-k certifications are found to be intentionally false or intentionally incomplete; or in the event the information provided in Sales Tax Certifications ST-220TD and/or ST-220CA is found to be false or incomplete. Any such termination shall be effected by a notice in writing to the Contractor specifying the date upon which such termination shall become effective and the extent to which performance of the Contract shall be terminated. Such termination shall be effective on the date and to the extent specified in said notice.

(2) Upon receipt of a notice of termination, and except as otherwise directed in writing by the University, the Contractor shall:

a. Discontinue all work and the placing of all orders for materials and facilities otherwise required for the performance thereof;

b. Cancel all existing orders and subcontracts to the extent such orders and subcontracts relate to the performance of work terminated by the notice of termination;

c. Take such actions as may be necessary to secure to the University the benefits of any rights of the Contractor under orders or subcontracts which relate to the performance of work terminated by the notice of termination, including, but not limited to, the assignment to the University, in the manner and to the extent directed by the University, all the right, title and interest of the Contractor under the orders or subcontracts so terminated and canceled. In the event of such assignment, the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination and cancellation of such orders and subcontracts;

d. Transfer title and deliver to the University, in accordance with the direction of the University, all materials, supplies, work in process, facilities, equipment, machines or tools produced as a part of or acquired by the Contractor in connection with the work terminated by said notice, and all plans, Drawings, Working Drawings, sketches, Specifications and information for use in connection therewith; provided, however, that the Contractor may retain any of the foregoing if it so elects and forgoes reimbursement therefore;

e. Take such action as may be necessary or as the Consultant or the University may prescribe for the protection and preservation of all property in the possession or control of the Contractor in which the University, under the provisions of the Contract, has or may acquire an interest.

(3) Notwithstanding the foregoing, should the notice of termination relate to only a portion of the work covered by the Contract, the Contractor will proceed with the completion of such portions of the work as are not terminated.

(4) The University will pay and the Contractor shall accept, in full consideration for the performance and completion of the portions of the work as are not terminated, a sum calculated by determining the percentage the portions of the work not terminated bear to the total amount of the work covered by the Contract, and by multiplying the Contract consideration by such percentage the product thereof being the amount to be paid to the Contractor. The University shall determine the amount of such consideration in accordance with the foregoing.

(5) Upon compliance by the Contractor with the foregoing provisions of this Section and subject to deductions for payments previously made, the University, for the portions of the work terminated, shall compensate the Contractor as follows:

a. By reimbursing the Contractor for actual expenditures made with respect to such work, including expenditures made in connection with any portion thereof which may have been completed prior to termination, as well as expenditures made after termination in completing those portions of the work covered by the Contract which the Contractor may have been required by the notice of termination to complete. The University shall determine the allocability and amount of such expenditures.

b. By reimbursing the Contractor for all actual expenditures made, with the prior written approval of the University or pursuant to a court judgment, in settling or discharging any outstanding contractual obligations or commitments incurred or entered into by the Contractor in good faith with respect to the Contract and resulting from the termination thereof.

c. By reimbursing the Contractor for all actual expenditures made after the effective date of the notice of termination resulting from or caused by the Contractor taking necessary action or action prescribed by the Consultant or the University for the protection and preservation of all property in the possession or control of the Contractor in which the University, under the provisions of the Contract, has or may acquire an interest.

d. By paying the Contractor a markup, which is to be calculated in the same manner as that provided for in subdivision c of paragraph (1) of Section 4.02 for extra work, on the foregoing expenditures, which markup is to cover the Contractor's overhead and profit; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, said markup shall be reduced by one-third.

(6) The sum of all amounts payable under this Section, plus the sum of all amounts previously paid by the University under the provisions of the Contract, shall not exceed the amount of the Contract consideration. In no event shall the Contractor be entitled to any payment for loss of anticipated profits on uncompleted work and the University shall not be liable for the same.

(7) Termination by the University under the provisions of this Section shall be without prejudice to any claims or rights which the University may have against the Contractor. The University may retain from the amount due to the Contractor under the provisions of this Section such monies as may be necessary to satisfy any claim which the University may have against the Contractor in connection with the Contract; provided, however, that the University's failure to retain such monies shall not be deemed a waiver of any of its rights or claims against the Contractor.

(8) Notwithstanding the foregoing, where the Contractor and the Consultant can agree upon another method of determining the amount of the consideration to be paid to the Contractor under the provisions of the Section, such method, subject to the approval of the University, may, at the option of the University, be substituted for the method set forth above.

ARTICLE III

Time of Performance

Section 3.01 Commencement, Prosecution and Completion of Work

(1) The Contractor agrees that it will begin the work upon receipt of a fully executed contract, unless the University consents in writing to begin on a different date, and that it will prosecute the same with such diligence that all work covered by the Contract shall be entirely completed and performed on or before the time specified on page one of the Agreement.

(2) The Contractor further agrees that time is of the essence in this Contract and that the work shall be prosecuted in such manner and with sufficient plant and forces to complete all the work by the specified completion date.

Section 3.02 Time Progress Schedule

(1) To show compliance with the requirements of Section 3.01 of the Agreement, provide and maintain a time progress schedule. After Contract Award, but before processing second progress payment application, the Contractor, unless otherwise directed by the University, shall submit to the University and the Consultant for their acceptance its proposed working plan and time progress schedule for all the work covered by the Contract, and shall include activities for preparation and submission of all Shop Drawings and Samples.

(2) The working plan and time progress schedule shall be in the form of suitable charts, diagrams or bar graphs and shall be based on the Contractor's logic and time estimates. Such plan and schedule shall be sufficiently detailed to show clearly, in sequence, all salient features of the work of each trade including: the anticipated time of commencement and completion of such work and the interrelationship between such work, submission of Shop Drawings and Samples for approval, approval of Shop Drawings and Samples, placing of orders of materials, fabrication and delivery of materials, installation and testing of materials, contiguous or related work under other contracts, and other items pertinent to the work.

(3) Phases of work shall include time in the schedule for training crews, acclimating trades to the sequence and apportionment of activities, additional meetings with the owner, consultant, Contractor and the significant subcontractors, and re-sequencing activities to recover from start-up delays typically caused by normal activities associated with the start-up of field work.

(4) The aforesaid proposed working plan and schedule shall be revised by the Contractor until they are satisfactory to the University and the Consultant, and the same shall be periodically revised thereafter and submitted by the Contractor to the University and the Consultant for approval at such time or times as the University or the Consultant may request.

(5) The proposed working plan and schedule, including any revision or revisions thereof, when approved by both the University and the Consultant shall be known as the Schedule of Record. The Schedule of Record, as the same may be revised from time to time by the Contractor and approved by the University and the Consultant, shall be strictly adhered to by the Contractor.

(6) If through the fault of the Contractor or any subcontractor the Contractor shall fail to adhere to the time progress schedule, it must promptly adopt such other and additional means and methods of construction as will make up for the time lost and will assure completion in accordance with such schedule.

(7) The failure of the Contractor to submit a Time Progress Schedule, the University's or the Consultant's acceptance of the Contractor's time progress schedule or lack of such acceptance, the means and/or methods of construction employed by the Contractor, including any revisions thereof, and/or its failure to revise the same shall not relieve the Contractor of its obligation to accomplish the result required by the Contract in the time specified on page 1 of the Agreement, nor shall the exercise of such right to reject, create or give rise to any claim, action or cause of action, legal, equitable or otherwise, against the Consultant or the University.

Section 3.03 Time Schedule for Shop Drawings and Samples

(1) The Contractor shall include activities for the preparation and submission of all Shop Drawings and Samples in the Time Progress Schedule in Section 3.02.

Section 3.04 Notice of Conditions Causing Delay

(1) Within ten (10) working days after the commencement of any condition which is causing or may cause delay in completion, the Contractor must notify the Consultant and the University in writing of the effect, if any, of such condition upon the time progress schedule, and must state why and in what respects, if any, the condition is causing or may cause such delay.

(2) Failure to strictly comply with this requirement may, in the discretion of the University, be deemed sufficient cause to deny any extension of time on account of delay in completion arising out of or resulting from any change, extra work, suspension, or other condition.

Section 3.05 Extension of Time

(1) An extension or extensions of time for the completion of the work may be granted by the University subject to the provisions of this Section, but only upon written application therefore by the Contractor to the University and the Consultant.

(2) An application for an extension of time must set forth in detail the source and the nature of each alleged cause of delay in the completion of the work, the date upon which each such cause of delay began and ended and the number of days of delay attributable to each of such causes. It must be submitted prior to completion of the work.

(3) If such an application is made, the Contractor shall be entitled to an extension of time for delay in completion of the work caused solely: (a) by the acts or omissions of the University, its trustees, officers, agents or employees; or (b) by the acts or omissions of other contractors, not including subcontractors of the Contractor, on this Project; or (c) by unforeseeable supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes).

(4) The Contractor shall, however, be entitled to an extension of time for such causes only for the number of calendar days of delay which the University may determine to be due solely to such causes, and then only if the Contractor shall have strictly complied with all of the requirements of this Section and Section 3.04. The University shall make such determination within ninety (90) calendar days after receipt of the Contractor's application for an extension of time; provided, however, said application complies with the requirements of this Section.

(5) The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the work as determined by the University, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the

Contractor or of its subcontractors or materialmen, and would of itself (irrespective of the concurrent causes) have delayed the work, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

(6) The granting of an application for an extension of time for causes of delay other than those herein referred to shall be entirely within the discretion of the University.

(7) If the Contractor shall claim to have sustained any damages by reason of delays, extraordinary or otherwise, or hindrances which it claims to be due to any action, omission, direction or order by the University or the Consultant, the Contractor shall be entitled only to an extension of time as hereinabove provided and shall not have or assert any claim or prosecute any suit, action, cause of action or proceeding against the University based upon such delays or hindrances, unless such delays or hindrances were caused by the University's bad faith or its willful, malicious, or grossly negligent conduct, or uncontemplated delays, or delays so unreasonable that they constitute an intentional abandonment of the contract by the University, or delays resulting from the University's breach of a fundamental obligation of the contract.

Section 3.06 Contractor's Progress Reports

After commencement of the work the Contractor shall furnish the Consultant with written monthly reports setting forth the condition and general progress of the work, the percentage of each part of the work that has been finished, those parts of the work which have been completed within the scheduled time and those parts of the work which have not been finished within the scheduled time, and the general progress of the work that is being performed away from the site and the approximate date when such work will be finished and delivered to the site.

ARTICLE IV

Payment

Section 4.01 Compensation to Be Paid Contractor

The University shall pay to the Contractor and the latter shall accept as full and complete payment for the performance of this Contract, subject to additions or deductions as provided herein, the sum indicated on page 1 of this Agreement which sum is the amount of the total contract compensation. The Contractor shall provide complete and accurate billing invoices to the University in order to receive payment for its services. Billing invoices submitted to the University must contain all information and supporting documentation required by the University and the Office of the State Comptroller (OSC). **Payment for invoices submitted by the Contractor shall only be rendered electronically** unless payment by paper check is expressly authorized by the Chief Financial Officer or designee, in her/his sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary New York State procedures and practices. The Contractor shall comply with the OSC procedures to authorize electronic payments. Authorization forms are available at the OSC website at https://osc.state.ny.us/vendors/epayments.htm and ePayments@osc.state.ny.us, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. The Contractor acknowledges that it will not receive payment on any invoices submitted under this contract if it does not comply with the OSC's electronic payment procedures, except where the Chief Financial Officer has expressly authorized payment by paper check as set forth above.

Section 4.02 Value of Omitted and Extra Work

(1) The amount by which the Contract consideration is to be increased or decreased by any Change Order shall be determined by the University by one or more of the following methods:

a. By accepting an amount agreed upon by both parties, which amount is to be calculated in a manner similar to that provided in subdivision c hereof.

b. By applying the applicable price or prices set forth in the attached Schedule "I" of this Agreement or by applying a unit price agreed to by both parties. Subject to the provisions of Sections 4.04, this method must be used if the Contract Documents contain applicable unit prices.

c. By estimating the fair and reasonable cost of: (i) labor, including all wages, required wage supplements and insurance required by law (workers' compensation, social security, disability, unemployment, etc.) paid to or on behalf of foremen, workers and other employees below the rank of superintendent directly employed at the site of the Project; (ii) materials; and (iii) equipment, excluding hand tools, which, in the judgment of the University, would have been or will be employed exclusively and directly on the omitted work or extra work, as the case may be; and, in the case of extra work, where the same is performed directly by the Contractor, by adding to the total of such estimated costs a sum equal to 15 percent thereof, but, where the extra work is performed by a subcontractor, by adding a sum equal to 15 percent of said costs for the benefit of such subcontractor, and by adding, for the benefit of the Contractor (no further allowance will be made where extra work is performed by the sub-subcontractor), an additional sum equal to 10 percent of the first $10,000 of the above-estimated costs, including the subcontractor's percentage override, plus 5 percent of the next $90,000 of the total of said items, plus 3 percent of any sum in excess of $100,000 of the total of said items. For the purposes of the aforesaid percentage overrides, the words "extra work" shall be defined as a complete item of added, modified or changed work as described in the Consultant's written instructions to the Contractor. Such "extra work" may include the work of one or more trades and/or subcontractors or sub-subcontractors and shall include all labor, materials, plant, equipment, tools and all incidentals directly and/or indirectly necessary, related, involved in or convenient to the successful completion of the extra work item. Where the Consultant's aforesaid written instructions to the Contractor involve both an increase and a reduction in similar or related work, the above percentage overrides will be applied only on the amount, if any, the cost of the increased work exceeds the cost of the reduced work.

All profit, overhead and expense of whatsoever kind and nature, other than those set forth above in items (i) through (iii), of the Contractor, its subcontractors and sub-subcontractors, are covered by the aforesaid percentage overrides and no additional payment therefore will be made by the University. The University may make such cost estimate either before or after the extra work is completed by the Contractor.

d. By determining the actual cost of the extra work in the same manner as in the above subdivision c except that actual costs of the Contractor shall be utilized in lieu of estimated costs. The University shall have the option of utilizing this method provided it notifies the Contractor of its intent to do so prior to the time the Contractor commences performance of such extra work.

(2) Irrespective of the method used or to be used by the University in determining the value of a Change Order, the Contractor, within fifteen (15) working days after a request for the same, must submit to the University and the Consultant a detailed breakdown of the Contractor's estimate of the value of the omitted and/or extra work.

(3) For the purposes of paragraph (1) hereof, the cost of equipment shall be determined, irrespective of the actual price for any rental or actual cost associated with such equipment and irrespective of whether the equipment is or is not owned by the Contractor, as follows: (a) for the first 40 hours of use by taking the monthly rate listed in the "Green Book" (the publication of the Associated Equipment Distributors of Oakbrook, Illinois) and dividing the same by 176 hours to establish an hourly rate and then multiplying such hourly rate by the actual number of hours that the equipment was used; and (b) for any period of time in excess of the first 40 hours of use by taking 50 percent of the hourly rate established in accordance with the above for equipment used for periods of less than 40 hours, and then multiplying such rate by the actual number of hours in excess of 40 hours that the equipment was used. In the event that the "Green Book" does not list the item of equipment used, the applicable rate shall be determined in the same manner as that set forth above except that the monthly rate shall be that set forth in the "Blue Book" (published by Equipment Guidebook Co. of Palo Alto, California). If no listing or rates for an item of equipment is contained in either the "Green Book" or the "Blue Book", the University shall determine the reasonable rate of rental of the particular item of equipment by such other means as it finds appropriate. The editions of the "Green Book" and the "Blue Book" to be used shall be those in effect on the date of the receipt of bids for this Contract. None of the provisions of the "Green Book" or the "Blue Book" shall be deemed referred to or included in this Contract excepting only the aforesaid monthly rates. To the cost of equipment as determined above, there is to be added the actual cost of gasoline, oil, grease and maintenance required for operation of such equipment and, in the case of equipment utilized only for extra work when, in the opinion of the Consultant, suitable equipment therefore was not available on the site, the reasonable cost of transporting said equipment to and from the site. Notwithstanding the foregoing, if the Consultant should determine that the nature or size of the equipment used by the Contractor in connection with the extra work is larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by the Consultant to be suitable for the extra work, the cost of equipment will not be based upon the equipment used by the Contractor but instead will be based on the smallest or least elaborate equipment determined by the Consultant to have been suitable for the performance of the extra work.

(4) Unless otherwise specifically provided for in a Change Order, the compensation specified therein for extra work includes full payment for both the extra work covered thereby and for any damage or expense caused the Contractor by any delays to other work to be done under the Contract resulting from or on account of said extra work, and the Contractor waives all rights to any other compensation for said extra work, damage or expense.

Section 4.03 Adjustment for Bond and Insurance Premiums

Upon final acceptance of the work to be performed under this Contract, the University shall adjust the Contract consideration to reflect any changes in the cost of all required Bonds and liability and builder's risk insurance premiums which the Contractor had to pay for on all extra work and would have had to furnish and pay for on all omitted work. Unless such cost is agreed upon by the University and the Contractor, the University shall calculate and determine the amount of the adjustment in the Contract consideration by estimating such cost.

Section 4.04 Unit Prices

(1) Except as otherwise provided in the second paragraph of this Section, the unit prices, set forth in the attached Schedule I will be binding upon both the University and the Contractor in determining the value of omitted and/or extra work, and, in the case of extra work, such unit prices shall be deemed to include all profit, overhead and expenses of whatever kind and nature of the Contractor, its subcontractors and sub-subcontractors, and the Contractor agrees that it shall make no claim for any profit, overhead, expense or percentage override in connection therewith.

(2) Where Schedule I sets forth a unit price for added and/or deducted work, the University shall have the option, whenever it is found that the quantity of changed work varies by more than 15 percent from the quantity that is stated or that can be determined by the Contract Documents at the time of execution thereof, to accept or reject such unit price for the quantity that the changed work varies by more than 15 percent from the stated or determinable quantity. Where a quantity is not specifically stated in the Contract Documents, the University's determination of the amount of said quantity included in the Contract Documents shall determine the applicability of this paragraph. Where the University, pursuant to the foregoing provisions, exercises its aforesaid option, the amount of the increase or decrease in the Contract consideration for the quantity of work which varies by more than 15 percent from the stated or determinable quantity shall be determined in accordance with the provisions of Section 4.02 of the Agreement as if there was no unit price therefore set forth in said Proposal.

Section 4.05 Allowances

(1) The Contractor acknowledges that the Contract consideration includes the allowances set forth in the attached Schedule I and, except for quantitative allowances, it agrees to cause the work covered thereby to be done by such contractors for such sums as the University may direct. Where cash allowances are provided, the allowances shall be deemed to include the purchase of the materials and/or equipment and the delivery of the same to the job site. Unless otherwise specified in the Contract Documents, cash allowances do not include the proper installation of the materials and/or equipment or the connection for final utilities thereto; the cost of said installation and/or connection having been included in the amount of the Contract consideration.

(2) The Contractor acknowledges that the Contract consideration includes such sums for expenses and profit on account of cash allowances as it deems proper and that it shall make no claim for expenses or profit or any percentage override in addition thereto; said items having been included in the amount of the Contract consideration.

(3) In the event any cash allowance listed below is either higher or lower than the cost of having the work done in accordance herewith, the Contract consideration shall be adjusted to reflect such variance, the amount of said adjustment to be the difference between the amount of the allowance and the actual cost of performing the work covered thereby.

(4) When quantitative allowances are provided, progress payments thereof to the Contractor will be based upon the applicable unit prices set forth in the attached Schedule I, subject, however to the provisions of paragraph (2) of Section 4.04. In the event any of said quantitative allowances are more than or less than the actual quantity of work performed, the Contract consideration shall be adjusted to reflect such variance, the amount of said adjustment to be determined in accordance with the provisions of Section 4.02 and Section 4.04 of the Agreement.

Section 4.06 Deductions for Unperformed and/or Uncorrected Work

(1) Without prejudice to any other rights, remedies or claims of the University, in the event that the Contractor at any time fails or neglects to supply working forces and materials of the proper quantity and quality necessary, in the opinion of the Consultant or the University, to comply with the approved time progress schedule, or fails in any respect to prosecute the work with promptness and diligence or causes by any action or omission the stoppage or delay of or interference with the work of any other contractor having a contract with the University, or fails in the performance of any obligations and responsibilities under this Contract, then, and in that event, the University, acting itself or through the Consultant, may, upon three (3) working days' notice to the Contractor, either itself provide or have any other contractor provide any and all labor or materials or both necessary, in its opinion, to correct any aforesaid deficiency of the Contractor, and the University will thereafter back charge the Contractor by issuing a Change Order reducing the amount of the Contract consideration for all costs and expenses it incurs in connection with the correction of such deficiency.

(2) Notwithstanding any provisions in the Contract Documents to the contrary, if the University deems it inexpedient to correct work not done in accordance with the Contract or any work damaged as a result thereof, it shall notify the Contractor of such fact and the latter shall not remedy or correct the same. In such event, however, the amount of the Contract consideration shall be decreased by an amount, determined by the University, which is equal to the difference in value of the work as performed by the Contractor and the value of the work had it been satisfactorily performed in accordance with the Contract or which is equal to the cost of performing the corrective work, whichever shall be the higher amount.

Section 4.07 Liquidated Damages

In the event that the Contractor shall fail to substantially complete all the work within the time fixed for such completion on page one of this Agreement, or within the time to which such completion may have been extended, or in the event that the Contractor abandons the work and the same is not substantially completed within the aforesaid time for such completion, the Contractor must pay to the University as damages for each calendar day of delay in completing the work the amount set forth on page one of this Agreement. In view of the difficulty of accurately ascertaining the loss which the University will suffer by reason of delay in completion of the work hereunder, said sum is hereby fixed and agreed as liquidated damages which the University will suffer by reason of such delay and not as a penalty. The University may deduct and retain out of the monies which may become due hereunder to the Contractor the amount of any such liquidated damages and, in case the amount which may become due to the Contractor under the provisions of the Contract may be less than the liquidated damages suffered by the University, the Contractor shall pay the difference, upon demand, to the University.

Section 4.08 Contract Breakdown

Prior to the submission of its first application for a progress payment, the Contractor shall present to the University and the Consultant for their approval a detailed schedule showing the breakdown of the Contract consideration. Such schedule must contain the amount estimated for each part of the work and quantity survey for each part of the work. It shall also list the estimated value of the Contractor's guarantee obligations under the provisions of the Contract Documents, which is hereby fixed at $5,000 or one-half of one percent (1/2%) of the Contract award amount, whichever is the lesser sum. Such schedule shall be revised by the Contractor until the same shall be satisfactory to the University and the Consultant and shall not be changed after the University and the Consultant have approved the same. The amounts set forth in the schedule will not be considered as fixing the basis for additions to or deductions from the Contract consideration.

Section 4.09 Prompt Payment Requirements

(1) For the purposes of Article XI-A of the State Finance Law, the campus for which the work is being performed is the University's designated payment office. Applications for payment must contain the approval of the Consultant before being submitted to the University.

(2) Whenever the Consultant's approval of an application for payment is required under the Contract, the Consultant shall have fifteen (15) calendar days after receipt of such application to inspect the work before acting on the application.

(3) This Contract is subject to the approval of the Comptroller of the State of New York. Until such approval is given, the thirty (30) day period referred to in Article XI-A of the State Finance Law for the payment of invoices without interest shall not begin.

Section 4.10 Progress Payments

(1) Unless otherwise provided in the Contract, progress payments will be made as the work progresses upon applications submitted by the Contractor and approved by the Consultant and the University. Payment of such approved applications shall be made by the University within thirty (30) days after such approval has been given.

(2) The University shall make progress payments to the Contractor on the basis of such approved applications, less an amount equal to 5 percent thereof, plus an amount necessary, in the University's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged, which it shall reserve from each such payment until all of the work covered by the Contract has been completed.

(3) When the University and the Consultant have determined that all the work is substantially completed, or that a substantial portion of the permanent construction has been completed and accepted, the University shall make a progress payment to the Contractor, on the basis of an application submitted by the Contractor and approved by the Consultant and the University, which shall reduce the unpaid amount due to the Contractor under the terms of the Contract, including all monies retained by the University from previous progress payments to the

Contractor, to an amount equal to two (2) times the cost, estimated by the Consultant, of performing, in accordance with the Contract, all uncompleted, unaccepted and corrective work, plus an amount necessary, in the University's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. As the remaining items of work are satisfactorily completed or corrected, the University shall make progress payments to the Contractor, on the basis of applications submitted by the Contractor and approved by the University and the Consultant, covering said items of work less an amount necessary, in the University's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged.

Section 4.11 Applications for Progress Payments

The Contractor shall prepare all applications for progress payments for work performed, together with supporting data and computations as are deemed necessary by the Consultant to determine the accuracy of the application. The application for payment shall be submitted on the form prescribed by the University. Failure of the Contractor to submit applications for progress payments, or lack of complete and accurate supporting data, shall be sufficient reason for withholding payment until such omissions or errors are rectified. Unless otherwise directed, such applications, signed and certified as correct by the Contractor, shall be delivered by the Contractor to the Consultant once each month showing the total value of work completed and in place on the last day of the payment period covered by the application.

Section 4.12 Progress Payments for Materials Delivered to Site

(1) Progress payments made in accordance with Section 4.10 shall include a payment for materials and equipment to be furnished and installed under the Contract, after such materials and equipment have been delivered and accepted at the site of the work.

(2) Materials and equipment for which such progress payment has been made shall not be removed from the site, shall be stored until incorporated into the work in a location approved by the Consultant and shall be adequately protected from fire, theft and vandalism, the effects of the elements and any other damage whatsoever, and shall at all times be available for inspection by the Consultant and the University.

Section 4.13 Transfer of Title to Materials Delivered to Site

Title to all supplies and materials to be furnished or provided by the Contractor to the University pursuant to the provisions of the Contract Documents shall immediately vest in and become the sole property of the University upon delivery of such supplies and materials to the site. Notwithstanding such transfer of title, the Contractor shall have the full continuing responsibility to install such materials and supplies, protect them, maintain them in proper condition and forthwith repair, replace and make good any damage thereto without cost to the University until such time as the work covered by the Contract is fully accepted by the University. Such transfer of title shall in no way affect any of the Contractor's obligations under the Contract. In the event that, after title has passed to the University, any of such supplies and materials are rejected as being defective or otherwise unsatisfactory, title to all such supplies and materials shall be deemed to have been transferred back to the Contractor.

Section 4.14 Progress Payments for Materials Stored Off Site

(1) Progress payments made in accordance with Section 4.10 shall include a payment for materials and equipment which are in short and/or critical supply or have been specially fabricated for the Project. Materials and equipment, for which a progress payment is made pursuant to the preceding sentence, shall be stored by the Contractor, after fabrication, until such time as their delivery to the site is required, at a facility and location approved by the Consultant; shall be adequately protected from fire, theft and vandalism, the effects of the elements and any other damage whatsoever; and shall at all times be available for inspection by the Consultant and the University. No progress payment shall, however, be made for said materials and equipment until:

a. The Contractor furnishes to the University a bill of sale listing quantity and costs of said materials and equipment f.o.b. point of origin;

b. The Consultant shall have inspected said materials and equipment and recommended payment therefore; and

c. The Contractor furnishes to the University a builder's risk insurance policy, with the broad form extended coverage endorsement, for said materials and equipment, in an amount equal to 100 percent of the value thereof, which policy shall be maintained, at the sole cost and expense of the Contractor, until said materials and equipment have been incorporated into the Project. The said insurance policy shall contain a provision that the loss, if any, is to be made adjustable with and payable to the University as trustee for the insured, i.e., the University and the Contractor, and a provision that it shall not be changed or canceled and that it will be automatically renewed upon expiration and continued in force unless the University is given fifteen (15) days' written notice to the contrary.

(2) Materials and equipment for which a progress payment has been made by the University pursuant to this Section shall be, become and remain the sole property of the University; provided, however, that the Contractor shall have the full continuing responsibility to install such materials and equipment, to deliver it to the site, to protect it, to maintain it in proper condition and to forthwith repair, replace and make good any damage thereto without cost to the University until such time as the work covered by the Contract is fully accepted by the University. Such transfer of title shall in no way affect any of the Contractor's obligations under the Contract.

Section 4.15 Withholding of Progress Payments

Notwithstanding anything contained in the Contract to the contrary, the University may withhold payment of all or any part of a progress, final or guarantee payment, in such an amount as it may deem proper to enforce the provisions of the Contract and to satisfy the claims of third parties, when:

a. The University shall learn of any claim, of whatever nature or kind, against the University or the Contractor, which in any way arises or is alleged to arise out of or as a result of or in connection with the performance by the Contractor of the work covered by the Contract or out of or in connection with the Contractor's operations or performance at or in the vicinity of the construction site, that, in the opinion of the University, may not be adequately covered by insurance.

If an action on such claim is timely commenced and the liability of the University and/or the Contractor shall have been established

therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the Contractor to be valid, the University shall pay such judgment or admitted claim out of the monies retained by it under the provisions of the Contract and return the balance, if any, without interest, to the Contractor.

The University may withhold from the Contractor any payments retained by it until such time as all such claims are either satisfied or barred by law from being presented. At such time the University, upon written demand by the Contractor, shall return to the Contractor the amount so withheld, without interest.

b. The Contractor has not complied with any lawful or proper direction of the Consultant or the University or their representatives concerning the work covered by the Contract or the performance of the Contract or the production of records as required under the provisions of the Contract.

c. There exists any of the conditions, listed in Section 2.26, which would allow the University to declare the Contractor in default of the whole or any part of the work.

d. The Contractor is a foreign contractor and has not furnished satisfactory proof that all taxes due by such Contractor under the provisions of the Tax Law have been paid. The Certificate of the New York State Tax Commission to the effect that all such taxes have been paid shall be conclusive proof of the payment of such taxes. The term "foreign contractor" as used herein means, in the case of an individual, a person who is not a resident of the State of New York; in the case of a partnership, one having one or more partners not a resident of the State; and in the case of a corporation, one not organized under the laws of the State of New York.

e. The Contractor, upon request of the University at any time after the initial progress payment by the University to the Contractor, fails to furnish the University with such documentary evidence that the University may deem necessary to prove to it that material and labor paid for by the University under previous applications for payment submitted have been paid for by the Contractor and that there are no outstanding claims or liens in connection therewith or fails to satisfy the University that the Contractor, with good cause, has sufficiently provided for the payment and/or satisfaction of claims for said material and labor.

Section 4.16 Lien Law

The attention of the Contractor is specifically called to the provisions of the Lien Law of the State of New York, wherein funds received by a Contractor for a public improvement are declared to constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims.

Section 4.17 Substitution of Securities for Retainage

Any time after 50 percent of all the work has been completed, the University, if the progress and performance of the work is satisfactory to it, on request of the Contractor, will allow the Contractor to withdraw up to 50 percent of the aforesaid amount retained by the University by depositing with the Comptroller of the State of New York government securities, of the type and kind specified in Section 139 of the State Finance Law, having a market value not exceeding par, at the time of deposit, equal to the amount so withdrawn. The Comptroller of the State of New York shall, from time to time, collect all interest or income on the obligations so deposited, and shall pay the same, when and as collected, to the Contractor. If the deposit is in the form of coupon bonds, the coupons as they respectively become due shall be delivered to the Contractor; provided, however, that the Contractor shall not be entitled to interest or coupons or income on any of the deposited securities, the proceeds of which have or will be used or applied by the University. In the event that the Contractor does not, in accordance with the terms and provisions of the Contract, comply with and fulfill all of its obligations and responsibilities thereunder, the Comptroller of the State of New York shall have the right to sell, assign, transfer or otherwise dispose of the aforesaid securities and the University shall have the right to use and apply all or any part of the monies obtained by the Comptroller of the State of New York from such a sale, assignment, transfer or disposition or from the collection of interest or income from said securities to the performance and fulfillment of said obligations and responsibilities. Notwithstanding the foregoing, when the University makes a payment under Section 4.10 (3) of the Agreement, it will return to the Contractor, as part of such payment, its substituted securities, and thereafter all retention of the University shall be in funds and not in substituted securities.

Section 4.18 Final Payment

Upon acceptance of all the work, except for the Contractor's guarantee obligations under Section 2.25 of the Agreement and the Contractor's guarantee obligations under any provision of the Specifications, the contractor shall prepare and submit to the University and the Consultant, for their approval, a final application for payment, which the University, within thirty (30) days after its approval of the same, shall pay. Such application and payment shall be in an amount equal to 100 percent of the Contract consideration, excluding the Contractor's guarantee obligations (reference Section 4.08), less:

a. All previous payments by the University to the Contractor;

b. All deductions authorized to be made by the University under the Contract; and

c. An amount necessary, in the University's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged.

Section 4.19 Acceptance of Final Payment

(1) The acceptance by the Contractor, or by anyone claiming by or through it, of the final payment shall, except with respect to the amount retained by the University pursuant to the provisions of subdivisions b and c of Section 4.18 of the Agreement, constitute and operate as a release to the University from any and all claims of any liability for anything theretofore done or furnished for or relating to or arising out of the work covered by the Contract and for any prior act, neglect or default on the part of the University or any of its trustees, officers, agents or employees in connection therewith.

(2) Should the Contractor refuse to accept the final payment as tendered by the University or should the Contractor refuse to execute the final application for payment without protest and without reserving any rights or claims against the University, it shall constitute a waiver of any right to interest on the amount of the payment so tendered and/or on the amount set forth in said final application for payment.

Section 4.20 Guarantee Payment

(1) Subject to the provisions of the second paragraph of this Section, at the expiration of one (1) year after the University has accepted all the work covered by the Contract, the Contractor shall prepare and submit to the University and the Consultant, for their approval, a guarantee application for payment, which the University, within thirty (30) days after its approval of the same, shall pay. Such application and payment shall be in an amount equal to the monies retained by the University for the Contractor's guarantee obligations under the Agreement, less any monies deducted by the University under this Section. The Contractor shall not be entitled to any interest on the monies retained by the University pursuant to subdivision c of Section 4.18 of the Agreement.

(2) In the event the Contractor does not, in accordance with the terms and provisions of the Contract, complete all corrective work or comply with and fulfill its contractual obligations, the University may use and apply all or any part of the monies retained by it to have such work or obligations performed or fulfilled by a person, firm or corporation other than the Contractor. The obligations of the Contractor, under the terms and provisions of the Contract, shall not, however, be limited to the monies retained by the University pursuant to the provisions of the Contract.

(3) No payments may be made under this agreement for work completed more than 365 days after

{Insert Contract Closing Date}

Unless the date/duration listed on page one of this Agreement, is extended in writing by the University.

Section 4.21 Acceptance of Guarantee Payment

The acceptance by the Contractor, or by anyone claiming by or through it, of the guarantee payment shall constitute and operate as a release to the University from any and all claims in connection with monies retained by the University. Should the Contractor refuse to accept the guarantee payment as tendered by the University or should the Contractor refuse to execute the guarantee application for payment without protest and without reserving any rights or claims against the University, it shall constitute a waiver of any right to interest on the amount of the payment so tendered and/or on the amount set forth in said guarantee application for payment.

Section 4.22 Contractor Limited to Money Damages

Inasmuch as the Contractor can be compensated adequately by money damages for any breach of the Contract which may be committed by the University, the Contractor agrees that no default, act or omission of the University shall constitute a material breach of the Contract entitling it to cancel or rescind the same or to suspend or abandon performance thereof; and it hereby waives any and all rights and remedies to which it might otherwise be or become entitled to because of any wrongful act or omission of the University or its representatives, saving only its right to money damages.

Section 4.23 No Estoppel or Waiver

(1) The University shall not be precluded or estopped by any inspection, acceptance, application for payment or payment, final or otherwise, issued or made under the Contract or otherwise issued or made by it, the Consultant, or any trustee, officer, agent or employee of the University, from showing at any time the true amount and character of the work performed, or from showing that any such inspection, acceptance, application for payment or payment is incorrect or was improperly issued or made; and the University shall not be precluded or estopped, notwithstanding any such inspection, acceptance, application for payment or payment, from recovering from the Contractor any damages which it may sustain by reason of any failure on its part to comply strictly with the Contract and any monies which may be paid to it or for its account in excess of those to which it is lawfully entitled.

(2) Neither the acceptance of all or any part of the work covered by the Contract; nor any payment therefore; nor any order or application for payment issued under the Contract or otherwise issued by the University, the Consultant, or any trustee, officer, agent or employee of the University; nor any permission or direction to continue with the performance of the Contract before or after its specified completion date; nor any performance by the University of any of the Contractor's duties or obligations; nor any aid lent to the Contractor by the University in its performance of such duties or obligations; nor any delay or omission by the University to exercise any right or remedy accruing to it under the terms of the Contract or existing at law or in equity or by statute or otherwise; nor any other thing done or omitted to be done by the University, its trustees, officers, agents or employees; shall be deemed to be a release to the Contractor or its sureties from any obligations, liabilities or undertakings in connection with the Contract or the Performance Bond or a waiver of any provision of the Contract or of any rights or remedies to which the University may be entitled because of any breach thereof, excepting only a written instrument expressly providing for such release or waiver. No cancellation, rescission or annulment hereof, in whole or as to any part of the Contract, because of any breach hereof, shall be deemed a waiver of any money damages to which the University may be entitled because of such breach. No waiver by the University of any breach of the Contract shall be deemed to be a waiver of any other or any subsequent breach.

Section 4.24 Limitation of Actions

(1) No action or proceeding shall be maintained by the Contractor, or anyone claiming under or through the Contractor, against the University, or its trustees, officers, agents or employees, upon any claim arising out of or based upon the Contract or any breach thereof or by reason of any act or omission or requirement of the University, or its trustees, officers agents or employees, unless:

a. Such action or proceeding is instituted in the Court of Claims for the State of New York;

b. The Contractor or the person claiming under or through it shall have strictly complied with all requirements relating to the giving of notices and information with respect to such claims; and

c. Such action or proceeding shall be commenced within one (1) year after the submission to the University of the final application for payment or, if the claim is based upon monies required to be retained for any period after the date of the final application for payment, such action is commenced within six (6) months after such monies become due and payable under the terms of the Contract; or

d. If the Contract is terminated or the Contractor declared in default by the University, such action is commenced within six (6) months after the date of such termination or declaration of default by the University.

(2) Notwithstanding anything in the laws of the State of New York to the contrary, the Contractor, or anyone claiming under or through the Contractor, shall not be entitled to any additional time to begin anew any other action if an action commenced within the times herein specified is dismissed or discontinued for any reason whatsoever.

ARTICLE V

Protection of Rights and Property

Section 5.01 Accidents and Accident Prevention

The Contractor shall at all times take reasonable precautions for the safety of persons engaged in the performance of the work. The Contractor shall comply fully with all applicable provisions of the laws of the State of New York, OSHA, and with all valid rules and regulations adopted or promulgated by the agencies of the State of New York pursuant thereto. The Contractor's attention is specifically called to the applicable rules and regulations, codes and bulletins of the New York State Department of Labor.

Section 5.02 Adjoining Property

The Contractor shall be required to protect all the adjoining property and to repair or replace any such properties damaged or destroyed by it, its employees or subcontractors through, by reason of or as a result of activities under, for or related to the Contract.

Section 5.03 Emergencies

(1) In case of an emergency which threatens loss or injury to persons or property, the Contractor will be allowed to act, without previous instructions from the Consultant or the University, in a diligent manner, to the extent required to avoid or limit such loss or injury, and it shall notify the Consultant and the University immediately thereafter of the action taken by it and of such emergency. Where the Contractor has not taken action but has notified the Consultant or the University of an emergency which threatens loss or injury to persons or property, it shall act in accordance with the instructions and/or authorization by the Consultant or the University.

(2) In the event that the Contractor performs extra work in accordance with the preceding paragraph, it will be compensated therefore in accordance with the provisions of Section 4.02.

Section 5.04 Fire Safety

(1) In the event that a municipal fire alarm box is not located within 300 feet from the site of the Project, the Contractor will be required to provide at the site of the Project, at a location approved by the Consultant, a private unlisted telephone reserved for fire calls only. The phone must be in addition to regular business phones and a rule prohibiting its use for purposes other than alarm for fire or other emergencies must be strictly enforced. The phone itself should be colored red and be located at a point quickly available to all employees, including watchmen. Clear instructions for the sending of a fire alarm should be conspicuously posted by the phone and all personnel customarily at work near the phone shall be acquainted with the procedure. If such a phone is required, the Contractor, at its sole cost and expense, must provide the same from the time the University first approves the Contract breakdown to be submitted by the Contractor pursuant to the provisions of Section 4.08 up until the time the University accepts all the work covered by the Contract.

(2) All solid fuel salamanders and U. L. approved heaters used by the Contractor or any of its subcontractors shall be arranged in a standard manner. All other salamanders used by the Contractor or any of its subcontractors shall require constant attendance of competent persons on each floor where in use.

(3) All temporary fabric used by the Contractor or any of its subcontractors for curtains or awnings shall be either non-combustible or flame retarded so that it will not burn or propagate flame.

Section 5.05 Risks Assumed by Contractor

(1) The Contractor solely assumes the following distinct several risks whether they arise from acts or omissions (whether negligent or not and whether supervisory or otherwise) of the Contractor, of the University, of third persons or from any other cause, including unforeseen obstacles and difficulties which may be encountered in the prosecution of the work covered by the Contract, whether such risks are within or beyond the control of the Contractor and whether such risks involve a legal duty, primary or otherwise, imposed upon the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York or the State University of New York, excepting only risks which arise from defects in maps, plans, designs or Specifications prepared, acquired or used by the Consultant or the University, from the negligence of the University, its agents or employees or from affirmative acts of the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York or the State University of New York or their trustees, officers, agents or employees committed with intent to cause the loss, damage and injuries herein below set forth:

a. The risk of loss or damage, direct or indirect, to the work covered by the Contract or to any plant, equipment, tools, materials or property furnished, used, installed or received by the University or by the Contractor or any subcontractor, materialman or worker performing services or furnishing materials for the work covered hereunder.

The Contractor shall bear such risk of loss or damage until the work covered by the Contract has been fully accepted by the University

or until completion of removal of such plant, equipment, tools, materials or property from the construction site and the vicinity thereof, whichever event occurs last. In the event of such loss or damage, the Contractor shall forthwith repair, replace and/or make good any such loss or damage without cost to the University.

b. The risk of claims, just or unjust, by third persons against the Contractor, the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York, or the State University of New York on account of wrongful death, bodily injuries and property damage, direct or consequential, loss or damage of any kind whatsoever arising or alleged to arise out of or as a result of or in connection with the performance by the Contractor of the work covered by the Contract (whether actually caused by or resulting from the performance of the Contract) or out of or in connection with the Contractor's operations or presence at or in the vicinity of the construction site. The Contractor shall bear such risk for all such deaths, injuries, damages or losses sustained or alleged to have been sustained prior to the final acceptance by the University of all work covered by the Contract. The Contractor shall also bear the risk of claims for wrongful death occurring subsequent to said final acceptance provided such death is caused, contributed to or is a consequence of bodily injuries sustained or alleged to have been sustained prior to said final acceptance.

(2) The Contractor shall indemnify and save harmless the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York and the State University of New York, their trustees, officers, agents or employees against all claims described above and for all costs and expenses incurred by them in the defense, settlement or satisfaction thereof, including attorneys' fees and court costs. If so directed, the Contractor shall at its own expense defend against such claims, in which event it shall not, without obtaining express advance permission from Counsel of the University, raise any defense involving in any way jurisdiction of the tribunal over the University, governmental nature of the University or the provisions of any statutes respecting suits against the University.

(3) Neither the University's final acceptance of the work to be performed hereunder nor the making of any payment shall release the Contractor from its obligations under this Section. The enumeration elsewhere in the Contract of particular risks assumed by the Contractor or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

Section 5.06 Insurance

(1) General Requirements

a. Prior to the commencement of the work to be performed by the Contractor, the Contractor shall procure at its sole cost and expense, and maintain in force at all times during this Agreement until Final Payment and as further required by the contract, policies of insurance as herein set forth below. All insurance shall be written by insurance carriers approved by the University licensed to do business in the State of New York (“admitted” carriers), and rated at least “A-” by A.M. Best Company.

b. Prior to the commencement of the work, the Contractor shall submit to the University, certificates of insurance, in a form acceptable to the University, showing evidence of compliance with all insurance requirements contained in this Agreement. Certificates of Insurance (with the exception of Workers’ Compensation and Disability) must be provided on an ACORD 25 Certificate of Insurance, or an equivalent form. Certificates of Insurance shall disclose any deductible, self insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the contract; specify the additional insureds and named insureds as required herein; and be signed by an authorized representative of the insurance carrier or producer. Deductibles or self-insured retentions above $25,000 are subject to approval by the University and additional security may be required. Certificates shall reference the Contract number. Only original documents will be accepted.

c. All insurance shall provide that the required coverage apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to the University for any claim arising from the Contractor’s work under this Agreement, or as a result of Contractor’s activities. Any other insurance maintained by the University shall be in excess of and shall not contribute with the Contactor’s insurance, regardless of the “other insurance” clause contained in the University’s own policy of insurance. A copy of the endorsement reflecting this requirement may be requested by the University.

d. Not less than thirty days prior to the expiration date or renewal date, the Contractor shall supply the University with updated replacement certificates of insurance and endorsements. The Contractor shall advise the University of any letter or notification that cancels, materially changes, or non- renews the policy and Contractor shall require the insurance carrier(s) to copy the University on any letter or notification that cancels, materially changes, or non- renews the policy. If, at any time during the period of the Agreement, insurance as required is not in effect, or proof thereof is not provided to the University, the University shall have the options to (i) direct the Contractor to stop work with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an event of default under Section 2.26 of the Agreement. At any time the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Agreement the Contractor shall immediately cease Work on the Project. The Contractor shall not resume Work on the Project until authorized to do so by the University. Any delay or time lost as a result of the Contractor not having insurance required by the Agreement shall not give rise to a delay claim or any other claim against the University. If required by the University, Contractor shall deliver to the University within forty-five (45) days of such request, a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.

e. Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on those entities, as applicable. Required insurance limits should be determined commensurate with the work of the subcontractor. Contractor shall keep the subcontractor certificates of insurance on file and produce them upon the demand of the University.

f. The aggregate insurance limits set forth herein shall apply separately to each contract for which a certificate of insurance and/or policy is issued.

g. Unless otherwise agreed to in writing by the University, policies must be endorsed to provide that there shall be no right of subrogation against the University. To the extent that any of the policies of insurance prohibit such a waiver of subrogation, Contractor shall secure the necessary permission to make this waiver.

h. Except as otherwise specifically provided herein or agreed in writing, policies must be written on an occurrence basis. The insurance policy(ies) shall name the State University Construction Fund, State University of New York, State of New York, its officers, agents, and employees as additional insureds thereunder. The additional insured requirement does not apply to Workers' Compensation or Disability coverage. Include ISO Endorsement CG 20 10 11 85 or its equivalent.

(2) Specific Coverage and Limits

The Contractor shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of the contract, or as required by law, whichever is greater. The Commercial General Liability policy, and any umbrella/excess policies used to meet the "Each occurrence" limits specified below, must be endorsed to be primary with respects to the coverage afforded the Additional Insureds.

a. Commercial General Liability Insurance. A Commercial General Liability insurance policy with coverage that shall include, but not be limited to coverage for bodily injury, property damage, personal/advertising injury, premises liability, independent contractors, blanket contractual liability including tort liability of another assumed in contract, liability arising from all work and operations under this Agreement, defense and indemnification obligations, including those assumed under contract, cross liability coverage for additional insureds, products/completed operations for a term no less than three years commencing upon acceptance of the work, explosion, collapse, and underground hazards, contractor means and methods, and liability resulting from Section 240 or Section 241 of the NYS Labor Law. The limits under such policy shall not be less than $2,000,000 each occurrence; $2,000,000 general aggregate; and products/completed operations with an aggregate limit of $2,000,000.

b. Workers Compensation and Disability Benefits as required by New York State for the life of this Agreement for the benefit of employees required to be covered by the New York State Workers Compensation Law and the New York State Disability Benefits Law. Evidence of coverage must be provided on forms specified by the Chairman of the Workers Compensation Board.

c. Comprehensive Business Automobile Liability Insurance. A policy with a combined single limit for bodily injury and property damage of no less than $1,000,000 covering liability arising out of the use of any motor vehicle in connection with the work, including owned, leased, hired, and non owned vehicles bearing, or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear license plates and shall name the State of New York, State University of New York, and the State University Construction Fund as additional insureds. If the contract involves the removal of hazardous waste from the project site or otherwise transporting hazardous materials, pollution liability coverage for covered autos shall be provided by form CA 99 48 03 06 or CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached.

d. Umbrella and Excess Liability. When the limits of the Commercial General Liability, Auto, and/or Employers Liability policies procured are insufficient to meet the limits specified, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary, provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary. Any insurance maintained by the University or additional insured shall be considered excess of and shall not contribute with any other insurance procured or maintained by the Contractor including primary, umbrella and excess liability regardless of the "other insurance" clause contained in either party's policy.

e. Owner's Protective Liability Insurance. A policy issued to and covering the liability for damages imposed by law upon the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York and The State University of New York, its trustees, officers, agents and employees, , with respect to all operations under this Contract by the Contractor and its subcontractors, and/or their interest in the Project and the property upon which work under the Contract is to be performed, including in such coverage any omissions and supervisory acts of the State University Construction Fund, the Dormitory Authority and the State University of New York, its trustees, officers, agents and employees. The State University of New York shall be the named insured in the OCP Policy. OCP policy limits shall be no less than $1,000,000 each occurrence and $2,000,000 general aggregate.

f. Asbestos Abatement Insurance. A liability insurance policy issued to and covering the liability, of the Contractor and/or subcontractor engaged in the removal, handling or wrapping of asbestos, if any of such work is to be performed under the Contract, for bodily injury, illness, sickness or property damage caused by exposure to asbestos in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate. The Contractor and/or its aforesaid subcontractor shall either obtain an endorsement to the aforesaid required insurance policy adding the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York and the State University of New York, their trustees, officers, agents or employees, as additional parties insured thereunder or shall obtain a separate owner's protective liability insurance policy for such parties with coverage similar to that required by the first sentence of this subdivision. In addition, any Contractor or subcontractor engaged in the removal, handling, or wrapping of asbestos shall, to the fullest extent permitted by law, hold harmless and indemnify the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York and the State University of New York, their trustees, officers, agents or employees, for any claims or liabilities in connection with illness or sickness arising from work performed, not performed, or which should have been performed. The Contractor shall have said hold--harmless and indemnification conditions stipulated in all Contracts with subcontractors.

Section 5.07 Builder's Risk Insurance

(1) The Contractor shall procure and maintain, at its own cost and expense, until final acceptance of all work covered by this Contract or until the Project has been turned over for use by the State University of New York, whichever event occurs earlier, a builder's risk insurance policy covering all risks, with fire, extended coverage, vandalism and malicious mischief coverage. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by operation of any law, ordinance, or regulation, and property of the State held in their care, custody and/or control.

(2) The policy shall be in an amount equal to the Project's insurable value, i.e., the Contract consideration less the cost of the Contractor's Performance and Labor and Material Bonds; the cost of trees, shrubbery, lawn grass, plants and the maintenance of the same; the cost of demolition; the cost of excavation; the cost of foundations, piers or other supports which are below the undersurface of the lowest basement floor, or where there is no basement, which are below the surface of the ground, concrete and masonry work; the cost of underground flues, pipes or wiring; the cost of earthmoving, grading and the cost of paving, roads, walks, parking lots or athletic fields; and the cost of bridges, tunnels, dams, piers, wharves, docks, retaining walls and radio and/or television towers and antennas.

(3) The policy may contain a provision for a $500 deductible for each loss to a Project having an insurable value of less than $1,500,000 and a $1,000 deductible for each loss to a Project having an insurable value of $1,500,000 or more.

(4) The Builders' Risk policy shall contain an endorsement to provide that The State of New York, The University, the Contractor and its subcontractors shall be named as loss payee for the Work in order of precedence, as their interests may appear in said policy.

(5) The Builders' Risk policy shall contain an endorsement to provide that in the event the loss occurs at an occupied facility, occupancy shall be permitted without the consent of the insurance company.

(6) The Contractor shall have the sole responsibility to promptly report any loss to the insurer and/or its representatives and to furnish the latter with all necessary details relating to the occurrence of the loss and the amount thereof. The University, the Contractor and all subcontractors of the Contractor waive all rights, each against the others, for damages caused by fire or other perils covered by insurance provided under the terms of this Section, except such rights as they may have to the proceeds of insurance received; provided, however, this waiver shall not apply to any manufacturer, supplier or similar agent under any guarantee or warranty.

(7) The Contractor shall not violate or permit to be violated any condition of such policy and shall at all times satisfy the fire safety requirements of the University and the insurance company issuing the same.

(8) The procurement and maintenance of said policy shall in no way be construed or be deemed to relieve the Contractor from any of the obligations and risks imposed upon it by this Contract or to be a limitation on the nature or extent of such obligations and risks.

(9) Not less than thirty days prior to the expiration date or renewal date, the Contractor shall supply the University with an updated replacement certificate of insurance and endorsements. The Contractor shall advise the University of any letter or notification that cancels, materially changes, or non- renews the policy and Contractor shall require the insurance carrier(s) to copy the University on any letter or notification that cancels, materially changes, or non- renews the policy. Before the Contractor shall be entitled to have any progress payment rendered on account of the work which is to be insured pursuant to this Section, it shall furnish to the University a certificate in duplicate of the insurance herein required. Such insurance must be procured from an insurance carrier approved by the University, licensed to do business in the State of New York ("admitted" carrier), and rated at least "A-" by A.M. Best Company.

(10) In the event that the Builders' Risk policy has been issued by a mutual insurance company, the following language shall be included: "The State University of New York is not liable for any premium or assessment under this policy of insurance. The First Named Insured is solely liable therefore."

Section 5.08 Effect of Procurement of Insurance

Neither the procurement nor the maintenance of such insurance shall in any way affect or limit the obligations, responsibilities or liabilities of the Contractor hereunder.

Section 5.09 No Third Party Rights

Nothing in the Contract shall create or give to third parties, except the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York and the State University of New York, any claim or right of action against the Contractor, the Consultant, the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York or the State University of New York beyond such as may legally exist irrespective of the Contract.

ARTICLE VI

Affirmative Action

The State University's requirements for affirmative action are set forth in "Exhibit A-1" which is attached hereto and made a part hereof, and shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and, in the event any such provision is not inserted or is not correctly inserted, then, upon the application of either party, this Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE VII

Provisions Required by Law

Section 7.01 Provisions Deemed Inserted

Each and every provision required by law to be inserted in the Contract, including, but not limited to, the provisions set forth in Exhibit "A" which is attached hereto and made a part hereof, shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and, in the event any such provision is not inserted or is not correctly inserted, then, upon the application of either party, this Contract shall forthwith be physically amended to make such insertion or correction.

Section 7.02 Entire Agreement

This Agreement consists of 1) the IFB; 2) the contractor's proposal; and 3) Exhibits A and A-1. This Agreement supersedes all previous understandings and agreements with respect to the Project or any of the provisions thereof. No statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto.

Section 7.03 Hierarchy of Precedent

In the event of any controversy regarding the provisions of this Agreement, the terms of Exhibits A and A1 shall take precedence followed by this Agreement, the IFB and the contractor's proposal.

Section 7.04 Wage Rates

The Contractor shall post the appropriate prevailing wage schedules in a conspicuous place at the construction site. The Department of Labor shall provide the Contractor with posters relating to prevailing wage rates and the same shall be displayed by the Contractor in a conspicuous place at the construction site. The Contractor shall also distribute wallet cards, to be provided by the Department of Labor, to all workers engaged at the construction site containing information relating to wage rates and telephone numbers to call if a worker believes his or her rights are being violated. The Contractor shall provide each worker with a written notice, informing them of the applicable prevailing wage requirements, and the Contractor must obtain a signed statement or declaration from such worker attesting to the fact that he or she has been given this information. Further, the Contractor is required to keep certified copies of its payrolls at the construction site.

Section 7.05 Contractor Responsibility

(a) *General Responsibility*. The Contractor shall at all times during the term of this Agreement remain responsible. The Contractor agrees, if requested by the SUNY Chancellor or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. (b) S*uspension of Work for Non-Responsibility.* The SUNY Chancellor, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement at any time when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Activity under this Agreement may resume at such time as the SUNY Chancellor or his or her designee issues a written notice authorizing a resumption of performance under the Agreement. (c) *Termination for Non-Responsibility.* Upon written notice to the Contractor and a reasonable opportunity to be heard with appropriate SUNY officials or staff, this Agreement may be terminated by the SUNY Chancellor or his or her designee at the Contractor's expense, where the Contractor is determined by the SUNY Chancellor or his or her designee to be non-responsible. In such event, the SUNY Chancellor or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

Section 7.06 – Governing Law

This Agreement shall be governed, construed and enforced in accordance with the laws of New York State, excluding New York State's choice of law principles, and all claims relating to or arising out of this Agreement or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of New York State, excluding the New York choice of law principles. Consultant agrees to submit itself to such courts' jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Agency Certification: “In addition to the acceptance of this Contract, it is certified that an originally executed copy of this signature page will be attached to an exact copy of the Contract Documents, and forwarded to the Contractor”.

STATE UNIVERSITY OF NEW YORK

By: _____ Date _____/_____/_____ Agency Code **28260**
(campus official)

CONTRACTOR (*If Corporation, Affix Seal*)

By: _____ Date _____/_____/_____

(*If Corporation, Affix Seal*)

ACKNOWLEDGMENTS

(ACKNOWLEDGMENT BY AN INDIVIDUAL)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this _____ day of _____, 20_____, before me personally came
_____

_____, to me known and known to me to be the person(s) described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

_____
Notary Public

(ACKNOWLEDGMENT BY A PARTNERSHIP)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this _____ day of _____, 20_____, before me personally came_____

_____, to me known and known to me to be the person who executed the above instrument,

who, being duly sworn by me, did for themself depose and say that they are a member of the firm of _____

_____, consisting of themself and
_____

_____, that he/she executed the foregoing instrument in the firm name _____

_____, and that he/she had authority to sign the same, and that he/she did duly acknowledge to me that he/she executed the same as the act and deed of the aforementioned firm for the purposes mentioned therein.

_____
Notary Public

(ACKNOWLEDGMENT BY A CORPORATION)

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of_____, 20_____, before me personally came_____

_____ , to me known, who, being duly sworn, did depose and say that he/she reside in _____; that he/she is the
_____

of the _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that if was affixed by the order of the Board of Directors of said corporation, and that he/she signed their name thereto by like order.

_____
Notary Public

Attach Exhibit A and Exhibit A-1

SCHEDULE I

The following Unit Prices shall apply for additional work authorized by Change Order:

UNIT PRICES

Description of Unit Price	Amount of Unit Price
None	

The total bid includes the following Allowances:

ALLOWANCES

None

EXHIBIT A

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a Contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **PROHIBITION AGAINST ASSIGNMENT** Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 138 of the State Finance Law from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in the contract without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of a contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor's its business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 138 of the State Finance Law, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

3. **COMPTROLLER'S APPROVAL.** (a) In accordance with Section 112 of the State Finance Law, Section 355 of New York State Education Law, and 8 NYCRR 316, Comptroller's approval is not required for the following contracts: (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing; and (vii) goods for State University health care facilities, including contracts for goods made with joint or group purchasing arrangements.

(b) Comptroller's approval is required for the following contracts: (i) contracts for services not listed in Paragraph (3)(a) above made by a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds $250,000; (ii) contracts for services not listed in Paragraph (3)(a) above made by a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds $50,000; (iii) contracts for services not listed in Paragraph (3)(a) above made by health care facilities not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds $75,000; (iv) contracts whereby the State University agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds $10,000; (v) contracts for real property transactions if the contract value exceeds $50,000; (vi) all other contracts not listed in Paragraph 3(a) above, if the contract value exceeds $50,000, e.g. SUNY acquisition of a business and New York State Finance Article 11-B contracts and (vii) amendments for any amount to contracts not listed in Paragraph (3)(a) above, when as so amended, the contract exceeds the threshold amounts stated in Paragraph (b) herein. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

(c) Any contract that requires Comptroller approval shall not be valid, effective or binding upon the State University until it has been approved by the Comptroller and filed in the Comptroller's office.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by SUNY of any SUNY-approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered it to SUNY a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 *et seq.*) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State 's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as SUNY and its representatives and entities involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. SUNY shall take reasonable steps to protect from public disclosure any of the Records which are

exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate SUNY official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, SUNY's or the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

Identification Number(s). Every invoice or New York State Claim for Payment submitted to the State University of New York by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State University of New York is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the State University of New York contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

(a) In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(1) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(2) at SUNY's request, Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(3) Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(b) Contractor will include the provisions of "1", "2" and "3", above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a Contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. SUNY shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, SUNY shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontactor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MacBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992) , the Contractor hereby stipulates that Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165(5) of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.**

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St., 7th Floor
Albany, NY 12245
Tel: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414

email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of

these efforts to be provided upon request to SUNY;

(b) The Contractor has complied with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Search Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that SUNY may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with SUNY in these efforts.

21. **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the NYS Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision.

22. **COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. **COMPLIANCE WITH CONSULTANT DISCLOSURE LAW** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal or similar services, then in accordance with Section 163(4-g) of the State Finance Law, the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

24. **PURCHASES OF APPAREL AND SPORTS EQUIPMENT**. In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

25. **PROCUREMENT LOBBYING**. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

26. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS**. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the Contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or SUNY discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if SUNY determines that such action is in the best interests of the State.

27. **IRAN DIVESTMENT ACT**. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY

28. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

29. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of $10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

1. DEFINITIONS. The following terms shall be defined in accordance with Section 310 of the Executive Law:

STATE CONTRACT herein referred to as "State Contract", shall mean: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000.00), whereby the State University of New York ("University") is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or an combination of the foregoing, to be performed for, or rendered or furnished to the University; (b) a written agreement in excess of one hundred thousand dollars ($100,000.00) whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; and (c) a written agreement in excess of one hundred thousand dollars ($100,000.00) whereby the University as an owner of a state assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project.

SUBCONTRACT herein referred to as "Subcontract", shall mean any agreement for a total expenditure in excess of $25,000 providing for services, including non-staffing expenditures, supplies or materials of any kind between a State agency and a prime contractor, in which a portion of the prime contractor's obligation under the State contract is undertaken or assumed by a business enterprise not controlled by the prime contractor.

WOMEN-OWNED BUSINESS ENTERPRISE herein referred to as "WBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more United States citizens or permanent resident aliens who are women; (b) an enterprise in which the ownership interest of such women is real, substantial and continuing; (c) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars ($3,500,000), as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

A firm owned by a minority group member who is also a woman may be certified as a minority-owned business enterprise, a women-owned business enterprise, or both, and may be counted towards either a minority-owned business enterprise goal or a women-owned business enterprise goal, in regard to any Contract or any goal, set by an agency or authority, but such participation may not be counted towards both such goals. Such an enterprise's participation in a Contract may not be divided between the minority-owned business enterprise goal and the women-owned business enterprise goal.

MINORITY-OWNED BUSINESS ENTER- PRISE herein referred to as "MBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more minority group members; (b) an enterprise in which such minority ownership is real, substantial and continuing; (c) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars ($3,500,000.00), as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

MINORITY GROUP MEMBER shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Domini- can, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America. (d) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian Subcontinent or Pacific Islands.

CERTIFIED ENTERPRISE **OR** ***BUSINESS*** shall mean a business verified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law.

A business enterprise which has been approved by the New York Division of Minority & Women Business Development ("DMWBD") for minority or women-owned enterprise status subsequent to verification that the business enterprise is owned, operated, and controlled by minority group members or women, and that also meets the financial requirements set forth in the regulations.

2. TERMS. The parties to the attached State Contract agree to be bound by the following provisions which are made a part hereof (the word "Contractor" herein refers to any party other than the University:

1(a) Contractor and its Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(b) Prior to the award of a State Contract, the Contractor shall submit an equal employment opportunity (EEO) policy statement to the University within the time frame established by the University.

(c) As part of the Contractor's EEO policy statement, the Contractor, as a precondition to entering into a valid and binding State Contract, shall agree to the following in the performance of the State Contract: (i) The Contractor will not discriminate against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State Contracts;(ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the State Contract, all qualified applicants will be afforded equal employment opportunities without discrimination; (iii) At the request of the University the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(d) Form 108 - Staffing Plan To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

(e) Form 112 - Workforce Employment Utilization Report ("Workforce Report")

(i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to SUNY of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

(ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

(iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

(f) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(g) The Contractor shall include the provisions of this section in every Subcontract in such a manner that the requirements of the provisions will be binding upon each Subcontractor as to work in connection with the State Contract, including the requirement that Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the Contractor information on the ethnic background, gender, and Federal occupational categories of the

employees to be utilized on the State Contract.

(h) To ensure compliance with the requirements of this paragraph, the University shall inquire of a Contractor whether the work force to be utilized in the performance of the State Contract can be separated out from the Contractor's and/or Subcontractors' total work force and where the work of the State Contract is to be performed. For Contractors who are unable to separate the portion of their work force which will be utilized for the performance of this State Contract, Contractor shall provide reports describing its entire work force by the specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories which the agency may specify.

(i) The University may require the Contractor and any Subcontractor to submit compliance reports, pursuant to the regulations relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the State Contract is executed.

(j) If a Contractor or Subcontractor does not have an existing affirmative action program, the University may provide to the Contractor or Subcontractor a model plan of an affirmative action program. Upon request, the Director of DMWBD shall provide a contracting agency with a model plan of an affirmative action program.

(k) Upon request, DMWBD shall provide the University with information on specific recruitment sources for minority group members and woman, and contracting agencies shall make such information available to Contractors

3. Contractor must provide the names, addresses and federal identification numbers of certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State Contract and a description of the Contract scope of work which the Contractor intends to structure to increase the participation by Certified minority- and/or women-owned business enterprises on the State Contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State Contract which the Contractor intends to be performed by a certified minority- or woman-owned business enterprise. In the event the Contractor responding to University solicitation is joint venture, teaming agreement, or other similar arrangement that includes a minority- and women owned business enterprise, the Contractor must submit for review and approval: i. the name, address, telephone number and federal identification of each partner or party to the agreement; ii. the federal identification number of the joint venture or entity established to respond to the solicitation, if applicable; iii. A copy of the joint venture, teaming or other similar arrangement which describes the percentage of interest owned by each party to the agreement and the value added by each party; iv. A copy of the mentor-protégé agreement between the parties, if applicable, and if not described in the joint venture, teaming agreement, or other similar arrangement.

4. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN. The University shall determine whether Contractor has made conscientious and active efforts to employ and utilize minority group members and women to perform this State Contract based upon an analysis of the following factors:

(a) Whether Contractor established and maintained a current list of recruitment sources for minority group members and women, and whether Contractor provided written notification to such recruitment sources that contractor had employment opportunities at the time such opportunities became available.

(b) Whether Contractor sent letters to recruiting sources, labor unions, or authorized representatives of workers with which contractor has a collective bargaining or other agreement or understanding requesting assistance in locating minority group members and women for employment.

(c) Whether Contractor disseminated its EEO policy by including it in any advertising in the news media, and in particular, in minority and women news media.

(d) Whether Contractor has attempted to provide information concerning its EEO policy to Subcontractors with which it does business or had anticipated doing business.

(e) Whether internal procedures exist for, at a minimum, annual dissemination of the EEO policy to employees, specifically to employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions. Such dissemination may occur through distribution of employee policy manuals and handbooks, annual reports, staff meetings and public postings.

(f) Whether Contractor encourages and utilizes minority group members and women employees to assist in recruiting other employees.

(g) Whether Contractor has apprentice training programs approved by the N.Y.S. Department of Labor which provides for training and hiring of minority group members and women.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor.

5. PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES. Based upon an analysis of the following factors, the University shall determine whether Contractor has made good faith efforts to provide for meaningful participation by minority-owned and women-owned business enterprises which have been certified by DMWBD:

(a) Whether Contractor has actively solicited bids for Subcontracts from qualified

M/WBEs, including those firms listed on the Directory of Certified Minority and Women- Owned Business Enterprises, and has documented its good faith efforts towards meeting minority and women owned business enterprise utilization plans by providing, copies of solicitations, copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publications of such advertisements; dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the University, with certified minority- and women-owned business enterprises, and the reasons why any such firm was not selected to participate on the project.

(b) Whether Contractor has attempted to make project plans and specifications available to firms who are not members of associations with plan rooms and reduce fees for firms who are disadvantaged.

(c) Whether Contractor has utilized the services of organizations which provide technical assistance in connection with M/WBE participation.

(d) Whether Contractor has structured its Subcontracts so that opportunities exist to complete smaller portions of work.

e) Whether Contractor has encouraged the formation of joint ventures, partnerships, or other similar arrangements among Subcontractors.

(f) Whether Contractor has requested the services of the Department of Economic Development (DED) to assist Subcontractors' efforts to satisfy bonding requirement.

(g) Whether Contractor has made progress payments promptly to its Subcontractors.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor. It shall be the responsibility of Con- tractor to ensure compliance by every Subcontractor with these provisions.

6. MWBE Utilization Plan.

(a) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan prior to the execution of the contract.

(b) MWBE Utilization Plan (Form 7557-107).

Contractors are required to submit a Utilization Plan on Form 7557-107 with their bid or proposal. Complete the following steps to prepare the Utilization Plan:

i. list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract;
ii. insert a description of the contract scope of work which the Contractor intends to structure to increase the participation by NYS Certified minority- and women-owned enterprises on the State contract;
iii. insert the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State contract which the Contractor intends to be performed by a NYS Certified minority- or women-owned business; and

(c) Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract Award and during the term of the contract must be reported on a revised MWBE Utilization Plan and submitted to the SUNY University-wide MWBE Program Office.

(d) The University will review the MWBE Utilization Plan and will issue the Contractor a written notice of acceptance or deficiency within twenty (20) day of its receipt. A notice of deficiency shall include the:

i. list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract;
ii. name of any MWBE which is not acceptable for the purpose of complying with the MWBE participation goals;
iii. reasons why it is not an acceptable element of the Contract scope of work which the MWBE Program Office has determined can be reasonably structured by the Contractor to increase the likelihood of participation in the Contract by MWBEs; and
iv. other information which the MWBE Program Office determines to be relevant to the MWBE Utilization Plan.

(e) The Contractor shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the University a written remedy in response to the notice of deficiency.

i. If the written remedy that is submitted is not timely or is found to be inadequate, the University-wide MWBE Program Office shall notify the Contractor and direct the Contractor to submit, within five (5) business days, a request for partial or total waiver of MWBE participation goals on forms provided by the University-wide MWBE Program Office.
ii. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

(f) The University may disqualify a Contractor as being non-responsive under the following circumstances:

i. If a Contractor fails to submit a MWBE Utilization Plan;
ii. If a Contractor fails to submit a written remedy to a notice of deficiency in a MWBE Utilization Plan;
iii. If a Contractor fails to submit a request for waiver; or

iv. If the MWBE Program Office determines that the Contractor has failed to document Good Faith Efforts.

(g) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

(h) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, SUNY shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

7. Waivers.
(a) For Waiver Requests Contractor should use (Form 7557-114) – Waiver Request.

(b) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete the University shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(c) If University, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the University may issue a notice of deficiency to the Contractor. The contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

8. Quarterly MWBE Contractor Compliance Report.
Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form 7557-114) to the University by the 5th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

9. GOALS. (a) GOALS FOR MINORITY AND WOMEN WORK FORCE PARTICIPATION.

(i) The University shall include relevant work force availability data, which is provided by the DMWBD, in all documents which solicit bids for State Contracts and shall make efforts to assist Contractors in utilizing such data to determine expected levels of participation for minority group members and women on State Contracts.

(ii) Contractor shall exert good faith efforts to achieve such goals for minority and women's participation. To successfully achieve such goals, the employment of minority group members and women by Contractor must be substantially uniform during the entire term of this State Contract. In addition, Contractor should not participate in the transfer of employees from one employer or project to another for the sole purpose of achieving goals for minority and women's participation.

(b) **GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION.** For all State Contracts in excess of $25,000.00 whereby the University is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or an combination of the foregoing or all State Contracts in excess of $100,000.00 whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, Contractor shall exert good faith efforts to achieve a participation goal of __23___ percent (__23___%) for Certified Minority-Owned Business Enterprises and __6___ percent (__6___%) for Certified Women-Owned Business Enterprises.

10. ENFORCEMENT. The University will be responsible for enforcement of each Contractor's compliance with these provisions. Contractor, and each Subcontractor, shall permit the University access to its books, records and accounts for the purpose of investigating and determining whether Contractor or Subcontractor is in compliance with the requirements of Article 15-A of the Executive Law. If the University determines that a Contractor or Subcontractor may not be in compliance with these provisions, the University may make every reasonable effort to resolve the issue and assist the Contractor
or Subcontractor in its efforts to comply with these provisions. If the University is unable to resolve the issue of noncompliance, the University may file a complaint with the DMWBD.

Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, remedies or enforcement proceedings as allowed by the Contract.

11. DAMAGES FOR NON COMPLIANCE.
Where the University determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay liquidated damages to the University. Such liquidated damages shall be

calculated as an amount equaling the difference between:

a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the University, Contractor shall pay such liquidated damages to the University within sixty (60) days after such damages are assessed, unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the University.