

SPECIAL PROVISIONS
FOR
FIRE STATION 2 UPS REPLACEMENT

City of Stockton Project No. F022001

Prepared for:
City of Stockton
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SECTION 1.0
SCOPE OF WORK - BASE BID

The work in this contract shall include but not be limited to the following:

- A. Provide new outlets on the ceiling, powered by new panel "K" which will be on generator power.
- B. Make temporary connection to 4 dispatch desks at the junction box.
- C. City staff will transfer server equipment from the panel "U" and panel "E" to the new outlets fed by panel "K".
- D. Install temporary feeder (4#2+1#8 GND) to feed panel "U" from panel "K".
- E. Contractor will replace the UPS, panel "E", and panel "U"
- F. Reconnect panel "U" directly from UPS and demolish temporary feeder
- G. City staff will transfer loads back to panel "E" and panel "U"
- H. Reconnect dispatch furniture to panel "U"

END OF SECTION

SECTION 1.1 QUANTITIES

BID ITEM LIST

ITEM NO.	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE (\$)	TOTAL PRICE (\$)
1	New electrical panel K including adding breaker to the main service switchboard, feeder and panel.	LS	1		
2	New electrical outlets and connection to the dispatch stations including outlets, boxes, conduit, and wire.	LS	1		
3	Replacement of UPS, installing the breaker in the main service and installing the feeders and the new UPS in the office.	LS	1		
4	Replacement of Panels E and U in the communication room.	LS	1		
5	Removal of the existing UPS after the new system is operational	LS	1		
6	Removal of temporary work including connections to dispatch stations.	LS	1		
TOTAL BID					

Each bidder shall bid each item on the Base Bid Schedule. Failure to bid an item shall be just cause for considering the bid as non-responsive. The basis of contract award will be the low bidder for the Base Bid.

Official bid documents, including plans and specifications, are available on the City of Stockton website at:

<http://www.stocktongov.com/services/business/bidflash/default.html>

All bids submitted for this project must conform to the requirements of the official bid documents, including plans and specifications

Schedule of Measurement and Payment

1. New Electrical Panel K – feeder and panel: By the lump sum. Includes full compensation for furnishing all labor, tools, equipment and incidentals for furnishing the materials, complete in place, as indicated on the drawings, described in these Special Provisions.
2. New Electrical Outlets: By the lump sum. Includes full compensation for furnishing all labor, tools, equipment and incidentals for furnishing the materials, complete in place, as indicated on the drawings, described in these Special Provisions.

3. New UPS: By the lump sum. Includes full compensation for furnishing all labor, tools, equipment and incidentals for furnishing the materials, complete in place, as indicated on the drawings, described in these Special Provisions.
4. Replacement of Panels E and U: By the lump sum. Includes full compensation for furnishing all labor, tools, equipment and incidentals for furnishing the materials, complete in place, as indicated on the drawings, described in these Special Provisions.
5. Removal and disposal of the old UPS: By the lump sum. Includes full compensation for furnishing all labor, tools, equipment and incidentals for furnishing the materials, complete in place, as indicated on the drawings, described in these Special Provisions.
6. Removal of Temporary Work: By the lump sum. Includes full compensation for furnishing all labor, tools, equipment and incidentals for furnishing the materials, complete in place, as indicated on the drawings, described in these Special Provisions.

**SECTION 1.2
TERMS AND DEFINITIONS**

City or Owner	City of Stockton /
Director	Director of Public Works, City of Stockton
Construction Manager	Public Works' On-Site Representative
Project Manager	The Public Works' Engineer/Project Manager in charge of the project
Engineer	HCS Engineering, Inc.
Standard Specifications	Latest City of Stockton and any amendments and revisions thereto
Caltrans Standard Specifications	State of California, Department of Transportation, 2010 Standard Plans and Specifications, and any amendments and revisions thereto.
Working Day	Defined as any eight-hour day, except Saturdays, Sundays, and holidays (as shown on the Caltrans Working Day Calendar; http://www.dot.ca.gov/hq/construc/calendar/). Days on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or operations, as determined by the Engineer, from preceding with at least 75 percent of the normal labor and equipment force engaged on that operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operations.

END OF SECTION

SECTION 2.0 GENERAL REQUIREMENTS

2.1 SUMMARY:

This Section describes general requirements that pertain to each Section of these Specifications.

2.2 COORDINATION OF DOCUMENTS:

- A. Documents affecting all work in this contract include, but are not limited to, the Notice Inviting Bids, the Notice to Contractors, the Instructions to Bidders, the Special Provisions including specifications, working drawings and the City standard specifications.

In case of conflict or discrepancy between any of the Contract Documents, the order of documents listed below shall be the order of precedence, with the first item listed having the highest precedence.

1. Contract Change Order
2. Addenda to Contract Agreement
3. Contract Agreement
4. Permits
5. California Building Code
6. Special Provisions
7. Notice Inviting Bids
8. Project Drawings
9. City of Stockton Standard Specifications
10. Caltrans Standard Specifications
11. City of Stockton Standard Drawings
12. Caltrans Standard Plans

- B. Certain sections in the Specifications contain obligations for work of remaining sections and must all be read to identify all the requirements of each Section.

- C. The layout of materials, equipment and systems is generally diagrammatic, unless specific dimensions are indicated. Some work may be shown offset for clarity. The General Contractor shall be responsible for coordinating all elements of the work.

2.3 RELATED WORK BETWEEN SECTIONS:

This Contract may require several trades to complete the finished intent of the work. Coordinate the various trades and pertinent sections of these Specifications with the Drawings to ensure proper and timely completion of the work.

2.4 QUALITY ASSURANCE:

- A. **Contractor shall provide a list of similar projects at the time of bid. A minimum of two Public Works facility projects required. Contractor to provide references. City reserves the right to waive the requirement.**
- B. For all sections of work in these Specifications and for all tasks and obligations of the contract, provide skilled work persons thoroughly trained and experienced in the types of construction methods and techniques in each trade required to complete the work. In addition to skilled work persons, provide a project superintendent who shall be present at all times during the progress of the work.
- C. No exception will be made to Contractor nor acceptance given to unacceptable work caused by lack of skill, inappropriate methods or lack of due care in craftsmanship. All such unacceptable work shall be replaced by the Contractor in a good craftsman-like manner to the satisfaction of the Construction Manager at no additional expense to the Owner.

2.5 CODES AND STANDARDS:

- A. All work shall comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this contract. All work must conform to the latest edition of all pertinent codes and regulations governing the execution of the work. The Contractor is required to conform to all City codes and ordinances regarding storm water management and discharge control, including the use of Best Management Practices (BMP's).
- B. Trade association publications and industry standards as published by recognized bodies within each trade shall be references for conducting work and in inspection of the quality of work in each section of these Specifications.
- C. All work under this contract will be under the control and inspection of the Public Works Director, or his appointed representatives. Any and all construction comments shall be referred to the Construction Manager except as follows:
 - 1. All Code Compliance items shall be inspected by the City of Stockton Building Division. Calls for code related inspections shall be placed with the Building Division at least 24 hours in advance (209-937-8560). Contractor shall be responsible for all permits, final inspections, and proof thereof prior to project acceptance.

2.6 CUTTING AND PATCHING:

- A. Provide required protection including, but not necessarily limited to, shoring, bracing, and support to maintain structural integrity of the work.
- B. Perform cutting and demolition by methods which will prevent damage to other portions of the work and provide proper surfaces to receive installation of new work. Minimize dust generation when working with or around silica-containing materials.

2.7 SURFACE CONDITIONS:

- A. Prior to commencement of work in any trade, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where subsequent work may properly commence.
- B. Verify the work to be performed will be installed in strict accordance with all pertinent codes and regulations, the original design, addendums and/or change orders, approved shop drawings and manufacturers' literature.

2.8 DISCREPANCIES:

In the event of discrepancies in any area of work, immediately notify the Construction Manager. Do not proceed with installation until all such discrepancies have been fully resolved.

2.9 PERMITS:

The Contractor is responsible for all required permits and for all applicable permit fees. The Contractor shall obtain the building permit for the project from the City of Stockton's Permit Center. An encroachment permit will be required for any construction equipment storage on a public street or storage unit parking on a public street.

2.10 FIELD CONDITION VERIFICATION:

The Contractor shall field-verify existing conditions and accept them as conditions of this scope of work. A mandatory job walk will be conducted at a predetermined time.

2.11 EQUIPMENT / MATERIALS DELIVERY AND REMOVAL:

Equipment delivery/removal shall be through the existing openings in the building. Contractor shall coordinate with the Fire Station staff for access to the parking lot to allow for a clear path of travel.

2.12 DEMOLITION SALVAGE RIGHTS:

Salvage rights are given to the Contractor. All other materials shall be properly disposed of, to the satisfaction of the Construction Manager.

2.13 HAZARDOUS MATERIALS/WASTE:

- A. The scope of work for this project is not expected to involve work with hazardous materials. However, if hazardous materials are encountered, all applicable provisions of the Occupational Safety and Health Administration Code (OSHA) shall be adhered to. Contractor shall minimize work activities that can increase the exposure levels of crystalline silica dust including, but not limited to the following:
- B. Contractors that inappropriately disturb or handle hazardous materials/waste during the course of this project will be liable and responsible for interruptions in work operations, cost of clean-up, and containment of the disturbed materials. Contractors that inappropriately disturb/handle hazardous materials on this project will also be responsible for delays to the project caused by the disturbance and the correction of the situation.

2.14 SEPARATE CONTRACTORS:

If in any part of this project, the Prime Contractor's work depends upon the work of a separate sub-contractor, the Prime Contractor shall inspect the work and promptly report in writing to the Construction Manager any defects in such work that would render it unsuitable to receive. Failure of the Prime Contractor to so inspect and report any defects in such work of a separate sub-contractor shall constitute an acceptance of the sub-contractor's work, except as to defects which may develop in the sub-contractor's work after execution of the Prime Contractor's work.

2.15 COORDINATION WITH OWNER:

All work is to be scheduled with the City of Stockton's Construction Manager including construction access and storage. The construction schedule shall be approved by the Owner prior to start of construction. No work shall commence at project site prior to the issuance of a Notice to Proceed, and issuance and posting of the building permit.

2.16 FACILITY DAMAGE:

It shall be the Contractor's responsibility to repair or replace any existing items or surfaces that are damaged during the work, including parking areas. They shall be restored to original condition or better, and finished to match adjacent surfaces at no additional cost to the Owner and to the satisfaction of the Construction Manager.

2.17 BUILDING DUST CONTROL:

The Contractor shall provide and install temporary dust proof partitions to provide positive protection for any unaffected areas adjacent to any areas requiring demolition work.

2.18 COMPLETENESS OF WORK:

It is the intent of the contract documents that the Contractor shall turn over to the Owner a complete project. Any work not specifically called for or specified, but

required to comply with the intent of quality and completeness, shall be performed as part of the contract.

2.19 ENCLOSING OF WORK:

- A. Do not allow or cause any of the work performed or installed to be covered up or enclosed by other work prior to all required inspections, tests and approvals.
- B. Should any of the work be so enclosed or covered up before it has been approved, uncover all such work at no additional cost to the Owner.
- C. After the work has been completely inspected, tested and approved, make all repairs and replacements necessary to restore the work to the condition in which it was found at the time of uncovering, all at no additional cost to the Owner and to the satisfaction of the Construction Manager.

END OF SECTION

SECTION 3.0
BEGINNING OF WORK, TIME OF COMPLETION
AND LIQUIDATED DAMAGES

- 3.01 The ordering of materials should be executed immediately after the contract has been approved by the City Attorney. Performance of said work and the furnishing of said materials shall be executed after the contract has been approved by the City Attorney and within forty-five (45) working days after being given the Notice to Proceed, and shall be diligently prosecuted to completion within fifteen (15) working days.
- 3.02 The Contractor shall pay to the City of Stockton the sum of Twenty-nine Hundred Dollars (\$2,900.00) per day for each and every calendar day delay in finishing the work in excess of the working days prescribed above.
- 3.03 Standard working hours are 7:00 AM to 5:00 PM. Contractor will coordinate with Fire Station staff regarding working hours.
- 3.04 Should the Contractor choose to work after normal business hours or on a Saturday, Sunday, or on a holiday recognized by the labor unions, the Contractor shall reimburse the City of Stockton the actual cost of engineering, inspection, supervision, and other overhead expenses which are directly chargeable to the contract. Should work be undertaken at the request of the City, reimbursement will not be required.

END OF SECTION

SECTION 4.0 APPLICATION FOR PAYMENT

4.01 SUMMARY:

Comply with procedures described in this Section when applying for progress payment and final payment under the Contract.

4.02 PROCEDURES:

- A. Prior to start of construction, secure the Construction Manager's approval of the schedule of values as provided in Section 12.
- B. Request For Payment Submittal: Submit "Application and Certificate for Payment", (AIA Document G702 format), plus continuation sheet or sheets representing type and percentage of work completed, balances, etc. Provide back-up data as required to verify all supplied/stockpiled materials.
- C. Back-Up Data: Submit invoices for purchases of equipment/materials for the project.
- D. Upon receipt and approval of the Certificate for Payment and back-up data, the Owner will process the request for payment and disperse payment directly to the Contractor.

4.03 RETENTION:

- A. A 5% retention will remain with the City.
- B. Upon completion of project closeout requirements, retention will be released to the Contractor after 35 days after the Notice of Completion has been filed with the County Recorder's Office.

4.04 RIGHT TO WITHHOLD PAYMENT:

- A. The Project Manager may withhold Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Project Manager's opinion the representations to the Owner required by Section 4.02 B cannot be made. The Project Manager will notify the Contractor and Owner in writing, as to the reason(s) why payment is being withheld. If the Contractor and Project Manager cannot agree on a revised amount, the Project Manager will promptly issue a Certificate for Payment for the amount for which the Project Manager is able to make such representations to the Owner. The Project Manager may also withhold a Certificate for Payment due to:

- 1. Defective work not remedied;

2. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
3. Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
4. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum;
5. Damage to the Owner or another contractor;
6. Reasonable evidence that the work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
7. Persistent failure to carry out the work in accordance with the Contract Documents.

4.05 When the above reasons for withholding payment are resolved, certification will be made for amounts previously withheld.

END OF SECTION

**SECTION 5.0
CHANGE ORDER PROCEDURE**

5.01 SUMMARY:

Make such changes in the work, in the contract sum, in the contract time of completion, or any combination thereof, as are described in written Change Orders signed by the City and issued after execution of the Contract, in accordance with the provisions of this Section.

5.02 CHANGE ORDER PROCEDURES:

- A. From time to time during the course of the work, the Construction Manager may issue an order for a minor change in the work without change in the contract sum and/or the contract time.
- B. Should the Contractor consider that a change in the contract sum and/or contract time is required, he will notify the Construction Manager before proceeding with the work. The request shall be supported by an updated construction schedule.
- C. The Construction Manager may solicit proposals from the Contractor for possible changes to the contract for the desired change.
- D. Upon request for a proposal, the Contractor will promptly complete a cost change proposal for the described work. Provide an itemized proposal showing materials, labor, profit and overhead. Include full back-up data such as subcontractors' itemized letter of proposal, product data, estimates, and other pertinent data to substantiate the proposal.
- E. When cost or credit has been agreed upon by the Owner and Contractor, the proposal will be assigned as a change order, numbered in sequence as change orders are approved and issued to the Contractor.
- F. The contract sum and/or contract time will be adjusted consecutively by each change order document as they are approved.

END OF SECTION

SECTION 6.0 WORKING CONDITIONS

6.01 DESCRIPTION:

- A. Attention is directed to Section 7-1.03, "Public Convenience," Section 7-1.04, "Public Safety," of the City of Stockton, Department of Public Works' Standard Specifications and these Special Provisions. Adequate ingress and egress to the site and various work areas shall be provided for City and Fire Department personnel.
- B. The Contractor shall not shut down any part of the existing services without prior authorization from the Construction Manager. One week notice shall be provided for any shutdowns that will impact normal daily activities of the fire station.
- C. Contractor shall coordinate with other contractors retained by the City as required during the course of work.
- D. The Contractor will be assigned a designated space on site for storage of equipment or materials or for other purposes. The City will not be liable for any Contractor equipment or materials stored on site.
- E. All applicable provisions of the Occupational Safety and Health Administration Code (OSHA) shall be adhered to.

6.02 FACILITY:

- A. Fire Station No. 2 is a 24/7, first-responder facility. Contractor shall be aware of potential heavy/constant (and at times fast-moving) traffic entering or leaving the fire station.
- B. Contractor shall cause no interference or interruption of daily fire station operations. Coordinate with the Construction Manager any deliveries that could potentially block access to driveways for an extended period of time, so as to not hinder vehicle movement.
- C. Contractor shall call every day when onsite to be granted access to the property.
- D. In the event of a significant unplanned emergency the Contractor may be asked to stop work for the day. If the Contractor is asked to stop work then that day will not be counted against the "working days" for the project.

6.03 SECURITY:

- A. Restricted access to the jobsite will be pre-approved by the Construction Manager. Contractor shall restrict access beyond those areas to his

employees, unless approved by the Construction Manager.

- B. Contractor, Subcontractors, and their employees shall wear a company uniform or some type of identification while at the work site.
- C. Contractor shall exercise due diligence in securing the job site at the end of each work day, and notifying the Construction Manager that he has left the facility.

END OF SECTION

SECTION 7.0 SPECIAL CONDITIONS

7.01 DESCRIPTION:

- A. This work shall be done in accordance with the City of Stockton, Department of Public Works' Standard Specifications dated September 27, 2016 insofar as the same may apply and in accordance with these Special Provisions. The City's Standard Specifications refer to the California Department of Transportation (Caltrans) Standard Specifications. To the extent that the Caltrans Standard Specifications implement the STATE CONTRACT ACT they shall not be applicable since the City of Stockton is not subject to said ACT. A copy of the Standard Specifications can be found at: <http://www.stocktongov.com/government/departments/publicworks/enginstand.html>
- B. In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.
- C. In the event of conflict between the governing codes used by the project design (i.e. California Building Code, Uniform Building Code, and others as applicable), and the Standard Specifications and these Special Provisions, the governing code requirements shall take precedence.
- D. Changes: All statements or implications of approval of a Contract change order requires the approval of the City Manager and/or City Council. The last paragraph of Section 4-1.05A, of the Standard Specifications, has been modified with the following paragraph:
 - 1. The City, at its sole discretion, may increase or decrease the quantities of the items of work to be completed under this contract. In such an event, compensation for all work completed shall be paid at the contract unit price bid regardless of the final quantity of work actually completed.
 - 2. The Contractor shall obtain a field directive or contract change order PRIOR to increasing or decreasing quantities of the items of work.
- E. Extra Work: Section 4-1.05A, "Changes and Extra Work" of the Standard Specifications is amended by addition of the following:
 - 1. In the opinion of the Construction Manager, if work cannot reasonably be performed concurrently with other items of work and if a controlling item of work is thereby delayed, an adjustment to the Contract time of completion will be granted in writing upon receipt of

a written request from the Contractor.

2. The Contractor shall obtain a field directive or contract change order PRIOR to performing any extra work.
- F. At its option, the Department of Public Works may at any time retain from the amounts due the Contractor sufficient amount to cover claims which are filed pursuant to the Code of Civil Procedures.

END OF SECTION

SECTION 8.0 PROJECT MEETINGS

8.01 SUMMARY:

The Construction Manager will conduct project meetings throughout the construction period.

8.02 GENERAL REQUIREMENTS:

The Contractor's relations with his subcontractors and materials suppliers and discussions relative thereto, are the Contractor's responsibility and are not part of project meetings content.

8.03 PRECONSTRUCTION MEETING:

- A. The Preconstruction Meeting will be scheduled by the owner prior to issuance of the Notice to Proceed.
- B. Provide attendance by authorized representatives of the Contractor and major subcontractors, The Construction Manager will advise other interested parties and request their attendance.
- C. Contractor to provide first 30-day look-ahead schedule at preconstruction meeting.

8.04 PROJECT MEETING SCHEDULE AND LOCATION:

- A. Project meetings will be held weekly. A mutually acceptable schedule for meetings will be determined at the pre-construction meeting.
- B. Meetings will be held at the project site.

8.05 MEETING AGENDA ITEMS:

- A. Advise the Construction Manager at least 24 hours in advance of project meetings, of items to be added to the agenda.

8.06 ATTENDANCE:

- A. Assign the project superintendent to represent the Contractor at project meetings throughout progression of the work.
- B. Subcontractors, materials/equipment suppliers, and others may be invited to attend project meetings in which their aspect of the work is involved.

END OF SECTION

SECTION 9.0
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

9.01 SUMMARY:

Make submittals required by each section of the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements.

Refer to Specification Division 1 Section 18.0 for submittal procedures.

END OF SECTION

SECTION 10.0 PROJECT SCHEDULES

10.01 SUMMARY:

Prepare and maintain the schedules and reports described in this Section.

10.02 PROJECT SCHEDULE:

Within 10 days after receipt of Notice to Proceed, complete a project analysis in preliminary form, meet with the Construction Manager/Owner Representative to review contents of the proposed project schedule, and make all revisions agreed upon. Submit copies of the final project schedule to Construction Manager.

- A. Graphically show by bar chart the order and interdependence of all activities, necessary to complete the work, and the sequence in which each activity is to be accomplished. The Critical Path shall be noted on the chart.
- B. Include, but not necessarily limit indicated activities to:
 - 1. Project mobilization.
 - 2. Submittal and approval of Shop Drawings and Samples.
 - 3. Procurement of equipment and critical materials.
 - 4. Fabrication of special material and equipment and its installation and testing.
 - 5. Starting date, duration and completion of each major section of the work
 - 6. Final cleanup.
 - 7. Final inspecting and testing.
 - 8. All activities by the Owner that affect progress, required dates for completion, or both, for all and each part of the work.

10.03 RELIANCE UPON THE APPROVED SCHEDULE:

- A. A Critical Path Method (CPM) baseline schedule will be required prior to beginning any work. The CPM schedule as approved by the Owner will be an integral part of the Contract and will establish interim completion dates for the various activities under the Contract.
- B. Should any activity not be completed within 10 calendar days after the stated scheduled date, the Owner shall have the right to require the Contractor to expedite completion of the activity by whatever means the Owner deems appropriate and necessary, without additional compensation to the Contractor.

- C. Should any activity be 20 calendar days or more behind schedule, the Owner shall have the right to perform the activity or have the activity performed by whatever method the Owner deems appropriate.
- D. Costs incurred by the Owner in connection with expediting project activity under this article shall be reimbursed by the Contractor.
- E. It is expressly understood and agreed that failure by the Owner to exercise the option either to order the Contractor to expedite an activity or to expedite the activity by other means shall not be considered to set a precedent for any other activities.

END OF SECTION

SECTION 11.0
PRODUCT OPTIONS AND SUBSTITUTIONS

11.01 SUMMARY:

Procedures for securing approval of proposed substitutions.

11.02 PRODUCT OPTIONS:

- A. The Contract is based upon standards of quality established in the Contract Documents.
 - 1. In agreeing to the terms and conditions of the Contract, the Contractor has accepted a responsibility to verify that the specified products will be available and to place orders for all required materials in such a timely manner as is needed to meet his agreed construction schedule.
 - 2. Neither the Owner nor the Owner Representatives have agreed to the substitution of materials or methods called for in the Contract Documents, except as they may specifically be approved in this Section.
- B. Where the phrase "or equal" occurs in the Contract Documents, equivalent materials and/or methods may be proposed for substitution to those specified.

11.03 SUBSTITUTIONS AND MATERIAL LIST:

- A. Product names are used as standards only; other materials or methods shall not be used unless approved in writing by the Architect. The burden of proof as to the equality of any proposed material shall be upon the contractor; Architect's decision is final. Only one request for substitution shall be considered for each item. Equipment capacities specified are minimum acceptable.
- B. Submit in indexed folders, 5 sets of submittals for approval within 10 days after the award of the contract. Submittals shall be provided whether substitutions or not and shall be listed, in the order in which they appear in the schedules. Submittals shall be approved prior to start of construction.
- C. Any changes required for the installation of any substituted equipment shall be made to the satisfaction of the Architect and without additional cost to the owner. Approval by the Architect of the substituted equipment and/or dimensional drawings does not waive these requirements.

- D. Approval of material shall not be construed as authorizing any deviations from the specifications unless the attention of the Architect has been directed to the specific deviations.
- E. Furnish to the Inspector, upon request; complete installation shop drawings of the same.

11.04 DELAYS:

Delays in construction arising by the non-availability of a specified material and/or method will not be considered by the Construction Manager as justifying an extension of the agreed Time of Completion. Proposed substitutions for non-available items shall be as in 11.03 above.

END OF SECTION

SECTION 12.0
SCHEDULE OF VALUES

12.01 SUMMARY:

Provide a schedule of values for the scope of work.

12.02 SCHEDULE OF VALUES:

- A. Prepare a schedule of values, which details the amounts allocated to each Section of the work. The schedule shall total to the agreed Contract sum.
- B. The Schedule of Values shall be consistent with the Construction Schedule.

12.03 SUBMITTALS:

- A. Prior to first application for payment, submit a proposed schedule of values to the Construction Manager.
- B. Meet with the Construction Manager and determine additional data, if any, required to be submitted. Secure the Construction Manager's approval of the schedule of values prior to submitting first application for payment.

END OF SECTION

SECTION 13.0
CONSTRUCTION FACILITIES, PARKING, AND TEMPORARY UTILITIES

13.01 SUMMARY:

A staging area on the Fire Station site may be made available to the Contractor for parking, port a potty, dumpster, material deliveries/storage, etc. Note: No access driveways or parking spaces (other than those within the assigned staging area) shall be impacted. If a staging area is not provided, or is insufficient, Contractor shall secure at his own expense any additional area needed.

13.02 FIELD OFFICES AND SANITARY FACILITIES:

- A. Contractor has the option of renting a dumpster in lieu of removing construction debris on a daily basis.
- B. Provide a portable restroom for the duration of the project. The Contractor cannot use the bathrooms in the Fire Station.

13.03 ENCLOSURES:

Provide and maintain for the duration of construction, all fencing, scaffolds, tarpaulins, canopies, warning signs, steps, platforms, bridges, and other temporary construction necessary for proper protection and completion of the work in compliance with pertinent safety rules and other regulations.

13.04 PARKING:

Parking shall be limited to the area allotted to the Contractor.

13.05 LAYOUT

Provide a layout showing how staging area will be used; to ensure that it will not create any unforeseen conflicts.

13.06 TEMPORARY UTILITIES:

Provide any temporary utilities that may be needed for the performance of the work.

13.07 MAINTENANCE:

- A. Maintain temporary facilities and controls as long as needed for safe and proper completion of the work.
- B. Remove such temporary facilities and controls as rapidly as progress of the work will permit.
- C. Maintain portable restroom in a secure and sanitary condition, such that it doesn't become a nuisance.

13.08 PAYMENT:

The Contractor shall pay for all temporary facilities needed to perform the work. Cost or use charges for temporary facilities shall be included in the Contract Sum.

END OF SECTION

SECTION 14.0 STORAGE AND PROTECTION

14.01 SUMMARY:

Provide storage and protection for all products scheduled for use in the Work. Storage shall be kept to a minimum and limited to the staging area.

14.02 MANUFACTURERS' RECOMMENDATIONS:

Determine and comply with manufacturers' recommendations on product handling, storage and protection for all products.

14.03 PACKAGING:

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible. Maintain packaged materials with seals unbroken and labels intact until time of use.
- B. Promptly remove damaged material and unsuitable items from the job site. Promptly replace with material meeting the specified requirements, at no additional cost to the Owner.
- C. The Construction Manager may reject as non-complying such material and products that do not bear identification satisfactory to the Owner Representative/Architect as to manufacturer, grade, quality and other pertinent information.

14.04 PROTECTION:

- A. Protect finished surfaces, including jambs, ceilings, and soffits of openings used as passageways, through which equipment and materials are handled.
- B. Provide protection for finished floor surfaces in traffic areas, including parking areas, prior to allowing equipment or materials to be moved over such surfaces.
- C. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the Owner.

14.05 STORAGE:

Keep all construction materials subject to moisture damage under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces.

14.06 REPAIRS AND REPLACEMENTS:

- A. In event of damage, promptly make replacements and repairs to the approval of the Construction Manager and at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by the Construction Manager to justify an extension in the Contract Time of Completion.

END OF SECTION

SECTION 15.0 CLEANING

15.01 SUMMARY:

Through the construction period, maintain the work areas and site in a standard of cleanliness as described in this Section. Thoroughly clean all work prior to final acceptance.

15.02 CLEANING MATERIALS AND EQUIPMENT:

Provide all required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

15.03 COMPATIBILITY:

Use only the cleaning materials and equipment which are compatible with the surface being cleaned.

15.04 PROGRESS CLEANING:

- A. Daily, and more often if necessary, inspect the site and work areas, and pick up all scrap, debris, and waste material. Remove all such items off site after each day's work.
- B. Weekly, and more often if necessary, sweep all interior spaces clean. "Clean" will be interpreted as meaning free from dust and other material capable of being removed by reasonable diligence using a hand-held broom.
- C. Weekly, and more often if necessary, inspect all arrangements of materials and temporary facilities stored on the site. Retain all stored items in an orderly arrangement allowing maximum access, without impeding employee/vehicular movement, and providing the required protection of materials and temporary facilities.
- D. As required preparatory to installation of succeeding material, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material.
- E. Do not allow any contaminated run-off from the construction area; subject to periodic monitoring by the City Municipal Utilities Department and to their satisfaction.

15.05 FINAL CLEANING:

- A. Except as otherwise specifically provided, "clean" will be interpreted as meaning the level of cleanliness generally provided by commercial building maintenance subcontractors using commercial quality building maintenance equipment and materials.

- B. Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste.
- C. Hose down all paved areas on the site and all public sidewalks directly adjacent to the site. Completely remove all resultant debris. The Contractor is required to conform to all City codes and ordinances regarding storm water management and discharge control, including the use of Best Management Practices (BMP's).
- D. Structures:
 - 1. Visually inspect all exterior surfaces and remove all traces of soil, waste material, smudges, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. If necessary to achieve a uniform degree of exterior cleanliness, hose down the exterior of the structure. In the event of stubborn stains not removable with water, the Construction Manager may require light sandblasting or other cleaning at no additional cost to the Owner.
 - 2. Visually inspect all interior surfaces and remove all traces of soil, waste material, smudges and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. Remove all paint drippings, spots, stains, and dirt from finished surfaces.
- E. Schedule final cleaning as approved by the Construction Manager to provide a completely clean project.

END OF SECTION

SECTION 16.0 CONTRACT CLOSEOUT

16.01 SUMMARY:

This Section describes the procedure for transfer of the completed work to the Owner.

16.02 FINAL COMPLETION:

- A. Verify that the work is complete including, but not necessarily limited to, the items mentioned in the Special Provisions. Certify that:
 - 1. Contract Documents have been reviewed for project completeness;
 - 2. Work has been completed in accordance with the Contract Documents;
 - 3. Work has been inspected and approved for compliance with the Contract Documents;
 - 4. Special Inspections and tests have been performed as required;
 - 5. Work is completed and ready for final inspection.

- B. The Construction Manager/Architect, and Owner Representative will make an inspection to verify status of completion. The Construction Manager will notify the Contractor in writing of any discovered deficiencies (punch list).

- C. Remedy the deficiencies promptly, and notify the Construction Manager when ready for re-inspection.

- D. When the Construction Manager determines that the work is acceptable under the Contract Documents, he will request the Contractor to make closeout submittals.

16.03 CLOSEOUT SUBMITTALS:

- A. Closeout submittals include, but are not necessarily limited to:
 - 1. Project Record Documents;
 - 2. Contractor Redlines of the Plans
 - 3. Operation and maintenance manuals;
 - 4. Warranties and bonds;
 - 5. Final disposal and recycling report; (If required)
 - 6. Spare parts and materials extra stock;
 - 7. Final electrical equipment plan and schedule including list of manufacturer and model number for all equipment;
 - 8. Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to, Certificate of Inspection and Certificate of Occupancy;

9. Certificates of Insurance for products and completed operations;
 10. Evidence of payment and release of liens;
 11. List of subcontractors, service organizations, and principal vendors, including names, addresses and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.
- B. Submit a final statement of accounting to the Construction Manager showing all adjustments to the Contract Sum.

16.04 INSTRUCTION:

Instruct the Owner's personnel in proper operation and maintenance of systems, equipment and similar items which were provided as part of the work. All instruction will be given to the satisfaction of the Owner Representative prior to final payment.

END OF SECTION

SECTION 17.0 RECORD DOCUMENTS

17.01 SUMMARY:

This Section describes the requirements for maintaining records of actual conditions in the field and for changes in the work as contained on the As-Built drawings and transcribed to become the Record Documents.

The purpose of final Project Record Documents is to provide factual information regarding all aspects of the work, both concealed and visible, to enable future modifications of the work to proceed without lengthy and expensive site measurement, investigation, and examination.

17.02 DOCUMENTS REQUIRED:

- A. Maintain at the site the following record documents to be turned over to the Owner upon request for Final Completion:
 - 1. Shop Drawings
 - 2. Contractor Redlines of the plans
 - 3. Operating Manuals for all equipment installed

17.03 MAINTENANCE OF DOCUMENTS AND SAMPLES:

- A. Store record documents and samples in Contractor's field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents
 - 2. Provide locked cabinets or secure storage space for storage of samples
- B. File documents and samples in a manner acceptable to the Construction Manager.
- C. Make documents and samples available at all times for inspection by the Construction Manager.
- D. Update the documents within 24 hours after receiving information that a change has occurred or clarification has been issued.

17.04 MARKING DEVICES:

Use marking pens for recording updated information on the documents.

17.05 RECORDING:

- A. Label each document "AS-BUILT PROJECT RECORD" in neat, large printed letters.
- B. Record information concurrently with the construction process.
 - 1. Do not conceal any work until required information is recorded
 - 2. Completely, accurately, and legibly record, to the satisfaction of the Construction Manager, all deviations in construction, especially any deviations caused by approved changes and/or clarifications to the work.
 - 3. Use additional copies of prints, if necessary, to insure legible recording of data.
 - 4. Date all entries.
 - 5. Call attention to the entry by drawing a "cloud" around the area affected.
 - 6. In the event of overlapping changes, use different marking pen colors for each change.
- C. Legibly mark drawings to record actual construction:
 - 1. Depths of various elements of concrete in relation to finish floor datum.
 - 2. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permit surface improvements.
 - 3. Locations of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made reflecting approved changes to the work.
 - 6. Details not on original Contract Drawings.
- D. Legibly mark each Section of the Specifications to record:
 - 1. Manufacturer's trade name, catalog number, and supplier of each product and item of equipment installed.
 - 2. Changes made reflecting approved changes to the work.
- E. Maintain shop drawings as record drawings. Legibly annotate shop drawings to record changes made after approval.
- F. Prior to submitting each request for payment, secure approval from the Construction Manager of the current status of record documents.

- G. Periodic payments or portions thereof to the Contractor may be withheld until the Construction Manager verifies that all as-built information to date has been properly recorded on project record documents.

17.06 CONVERSION OF CONSTRUCTION DRAWINGS AND SCHEMATIC LAYOUTS:

- A. The drawings are shown schematically and are not intended to portray precise physical layout. The final physical arrangement is determined by the Contractor, subject to the approval of the Construction Manager/Architect, and shall be accurately recorded by the Contractor on the record documents.

17.07 FINAL PROJECT RECORD DOCUMENTS:

- A. Upon completion of the work, and as precedent to final payment, the contractor shall provide and deliver to the Architect, updated drawings showing the work exactly as installed.
- B. Obtain approval from the Construction Manager/Architect of all data recorded on the As-Built set of prints.
- C. After Final Completion, the Architect will transfer all data shown on the job set of As-Built Record Drawings to the corresponding drawings, coordinating the information as required.
- D. Clearly indicate at each affected detail and other drawings a full description of changes made during construction, and the actual location of items.
- E. "Cloud" all affected areas.
- F. Stamp each record drawing with the following information:
 - 1. As-Built Drawings.
 - 2. Prepared by: Contractor's name, permanent address.
 - 3. Date prepared.
 - 4. Contractor's signature.

17.08 SUBMITTALS:

- A. Submit the complete set of As-Built Project Record Documents to the Construction Manager upon request for Closeout Submittals .
- B. Participate in review meetings with the Construction Manager and the Architect as required.
- C. Make the required changes if any, and promptly deliver the final Project Record Documents to the Construction Manager.

- D. Submit proof of building permit final inspection.

END OF SECTION

SECTION 18.0
REFERENCE STANDARDS AND DEFINITIONS

18.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including the General Requirements, Scope of Work, and other Division 00 and 01 Specification Sections, apply to this Section.

18.02 DEFINITIONS

- A. Terms defined below are not defined in the General Conditions. See Evaluations for discussion on whether definitions are necessary and whether they should be included here or in the Supplementary Conditions.
- B. General: Basic Contract definitions are included in the Conditions and Terms of the Contract.
- C. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- D. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- E. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- F. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- G. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- H. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- I. "Provide": Furnish and install, complete and ready for the intended use.

- J. "Installer": Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- K. "Experienced": When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- L. "Project Site": Space available for performing construction activities. The extent of Project sites is shown on Drawings and may or may not be identical with the description of the land on which the Project is to be constructed.

18.03 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
 - 1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

- D. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available on request.

END OF SECTION