

UNIVERSITY OF CALIFORNIA, SANTA BARBARA

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SANTA BARBARA • SANTA CRUZ

OFFICE OF DESIGN & CONSTRUCTION SERVICES and PHYSICAL FACILITIES

CONTRACTING SERVICES
Building 439
Santa Barbara, California 93106-1030
Telephone (805) 893-3356
Fax (805) 893-8592

SENT VIA: FAX ON THIS DATE
 HAND DELIVERY ON THIS DATE
 FEDERAL EXPRESS ON THIS DATE
 UNITED PARCEL SERVICE ON THIS DATE

HOLDERS OF PLANS AND SPECIFICATIONS:

Place, Splice, & Terminate Underground Copper, Fiber &
Coax Cables
Project No. FM090029BR/981240
Addendum No. One

December 4, 2008

Enclosed is **ADDENDUM NO. One** to the Construction Documents on the above-captioned project.

Bid date is Thursday, December 18, 2008 at 2:30PM to be held at:

CONTRACTING SERVICES
Facilities Management, Bldg. 439,
Door #E, Reception Counter
University of California, Santa Barbara
Santa Barbara, CA 93106-1030.

Late arrivals shall be disqualified. Please allow time for unforeseen traffic delays, securing a parking permit and potential parking problems.

A handwritten signature in black ink, appearing to read "Anna Galanis".

Anna Galanis
Director, Contracting Services

UNIVERSITY OF CALIFORNIA, SANTA BARBARA

ADDENDUM NUMBER ONE

to the

Construction Documents
December 4, 2008

GENERAL

The following changes, additions or deletions shall be made to the following document(s) as Indicated; all other conditions shall remain the same.

I. CERTIFICATION PAGE

Item No.

1. **Replace** Certification in it's entirety with attached "Revised Certification, Revised per Addendum One".

II ADVERTISEMENT

Item No.

1. **Replace** Advertisement for Bids in it's entirety with attached "Rebid Advertisement for Bids, *** Modified per Addendum Number 1***, Revised per Addendum One".

III PROJECT DIRECTORY

Item No.

1. **Replace** Project Directory in it's entirety with attached "Revised Project Directory, Revised per Addendum One".

UNIVERSITY OF CALIFORNIA, SANTA BARBARA

IV SUPPLEMENTARY CONDITIONS

Item No.

1. **Replace** Supplementary Conditions in it's entirety with attached "Revised Supplementary Conditions, Revised per Addendum One".

V INFORMATION AVAILABLE TO BIDDERS

Item No.

1. **Replace** Information Available To Bidders in it's entirety with attached "Revised Information Available To Bidders, Revised per Addendum One".

VI SPECIFICATIONS

Item No.

1. Project Description: **Remove** Project Description in it's entirety.

Item No.

2. Certification: **Remove** Certification in it's entirety.

Item No.

3. Construction Documents, page T.O.C. -2: **Remove** Construction Documents, page T.O.C – 2 in it's entirety.

UNIVERSITY OF CALIFORNIA, SANTA BARBARA

Item No.

4. Table of Contents: **Replace** Table of Contents in it's entirety with attached "Revised Table of Contests, Revised per Addendum One".

Item No.

5. Section 01310, Contract Schedules: **Replace** in it's entirety with attached "Revised Section 01310, Contract Schedules, Revised per Addendum One".

Item No.

6. Section 01565, Hazardous Material Procedures: **Replace** in it's entirety with attached "Revised Section 01565, Hazardous Material Procedures, Revised per Addendum One".

Item No.

7. Section 01600, Material and Equipment: **Replace** in it's entirety with attached "Revised Section 01600, Material and Equipment, Revised per Addendum One".

Item No.

8. Section 01640, Product Options and Substitutions: **Replace** in it's entirety with attached "Revised Section 01640, Product Options and Substitutions, Revised per Addendum One".

END OF ADDENDUM NO. ONE

REVISED CERTIFICATION
Revised per Addendum One

NAME OF PROJECT: Place, Splice and Terminate Underground Copper, Fiber and Coax Cables

BIDDING DOCUMENTS PREPARED BY:

UCSB Communications Services
Public Safety Bldg 574
Santa Barbara, CA 93106-1020
Telephone: 805/893-4030 FAX: 805-893-7373

REBID

ADVERTISEMENT FOR BIDS

MODIFIED PER ADDENDUM NUMBER 1

Subject to conditions prescribed by the University of California, Santa Barbara, sealed bids for a Lump Sum Contract are invited for the following Work:

Project Name: Place, Splice & Terminate Underground Copper, Fiber and Coax Cables, Bldg. 275,
276 & 277

University Project No. FM090029BR/981240

Facilities Management Building 439
University of California, Santa Barbara
Santa Barbara, California 93106

DESCRIPTION OF WORK: Place telephone (Copper), Fiber (Data), and Coax (CATV) underground cables into the three main terminal rooms of the ESSB project. Splice and terminate copper cable segments. Provide all materials and labor.

Estimated Construction Cost: \$102,000.00

Bidding Documents will be available to Bidders on Wednesday, December 3, 2008 at 1:30 PM, and will be issued at:

Tri-Co Blue Print & Supply
513 Laguna Street
Santa Barbara, California 93101
Ph: (805) 966-1701 Fax: (805) 966-9484

FAX your request for Contract Documents to Stephanie at Tri-Co (805) 966-9484. Prospective bidders will receive One (1) set at no charge. Additional sets will require a non-refundable fee of the actual cost of reproduction per set of Bidding Documents. Arrangements for payment and receipt of all sets should be made directly to Tri-Co.

NOTE: It is the sole responsibility of prime contractors to register with Tri-Co Blue Print & Supply or Contracting Services at Facilities Management, University of California, Santa Barbara to acknowledge receipt of the Bidding Documents for the Project.

A **mandatory** Pre-Bid Conference and **mandatory** Pre-Bid Job Walk will be conducted on Thursday, December 11, 2008 beginning promptly at 10:30 AM. (There is no grace period.) Participants shall meet at

Facilities Management, Building 594 – Learning Center
University of California, Santa Barbara
Santa Barbara, California

Only bidders who participate in both the Conference and the Job Walk in their entirety, will be allowed to bid on the Project as prime contractors.

Please note: Bidders are advised that there may be traffic congestion and parking may be difficult. Bidders should allow ample time to drive to the above location in heavy traffic, find a parking space, walk to the building, and arrive in the designated Meeting Room prior to the required time. Any prospective Bidder arriving after the above designated starting time shall be disqualified from submitting a bid for this project.

For further information, contact University's Representative Karl Burrelsman at 805/893-7986.

Bid Deadline: Sealed bids must be received on or before 2:30 P.M. on Thursday, December 18, 2008

Sealed Bids will be received only at: Contracting Services
Facilities Management, Building #439
Door #E, Reception Counter
University of California, Santa Barbara
Santa Barbara, California 93106-1030

The successful Bidder and its Subcontractors will be required to follow the nondiscrimination requirements set forth in the Bidding Documents and to pay prevailing wage rates at the location of the Work. A copy of the general prevailing per diem wage rates will be on file at University's principal Facilities office and will be made available to any interested party upon request. For this project, the University has initiated and shall enforce a labor compliance program ("LCP") in conformance with Labor Code sections 1771.5(b) and 1771.7. A pre-construction conference will be held with the successful Bidder and its Subcontractors to discuss federal and state labor law requirements to this project.

The successful Bidder will be required to have the following California current and active contractor's license at the time of submission of the Bid:

Low Voltage Systems
License

OR

C-7
License Code

Electrical Contractor
License

C-10
License Code

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

12/3/2008
12/10/2008 – Addendum Ad

Please visit our website at <http://facilities.ucsb.edu>

REVISED PROJECT DIRECTORY

Project Name: Place, Splice & Terminate Underground Copper, Fiber and Coax
Cables, Bldg. 275, 276 & 277

Project Number: FM090029BR/981240

Location: ESSB , Building Numbers 275, 276, & 277

University: The Regents of the University of California

University's
Representative: Karl Burrelsman
University of California
Santa Barbara, CA 93106-1020
Telephone: 805/893-7986 FAX: 805/893-2848

ALL BIDDING INQUIRIES SHALL BE DIRECTED ONLY TO UNIVERSITY REPRESENTATIVE

University's Director
Contracting Services: Anna Galanis
University of California, Santa Barbara
Facilities Management, Building 439
Santa Barbara, CA 93106-1030
Telephone: (805) 893-3298 FAX: (805) 893-8592

University's
Representative's:
Consultants: UCSB Communications Services
Public Safety Bldg 574
Santa Barbara, CA 93106-1020
Telephone: 805/893-4030 Fax: 805-893-7373

Address for Stop Notices: Lynn Tran
University of California, Santa Barbara
Student Affairs & Administrative Services Bldg. 568, Room 3201
Accounting Department
Santa Barbara, California 93106

Address for Demand
for Arbitration: Western Case Management Center
6795 N. Palm Avenue, 2nd Floor
Fresno, California 93704

A copy of the Demand for Arbitration must be sent to:

Chair, Construction Review Board
University of California
Office of the General Counsel
1111 Franklin Street, 8th Floor
Oakland, CA 94607-5200

REVISED SUPPLEMENTARY CONDITIONS

1. 2.1 "INFORMATION AND SERVICES PROVIDED BY UNIVERSITY," revise paragraph 2.1.3 to read as follows:

"Contractor will be furnished, free of charge, 3 copies of the Contract Documents for execution of the Work."

2. 3.8 "SUPERINTENDENT", revise paragraph 3.8.4 to read as follows:

The Superintendent may perform the Work of any trade, pick-up materials, or perform any Work not directly related to the supervision and coordination of the Work at the Project site when Work is in progress.

3. 7.3 "CHANGE ORDER PROCEDURES" revise 2nd sentence of paragraph 7.3.2.7 to read as follows:

"Such rental charges shall be at rates, as approved by University Representative, not exceeding competitive rates obtainable from unrelated third parties in the area in which the Work is performed."

4. 7.3 "CHANGE ORDER PROCEDURES" revise paragraph 7.3.9.2.1 to read as follows:

".1 An error or omission in the Contract Documents which does not result in any Extra Work for which Contractor is compensated pursuant to Subparagraph 7.3.5; or . . ."

5. 7.3 "CHANGE ORDER PROCEDURES" revise paragraph 7.3.9.2.2 to read as follows:

".2 University's decision to change the scope of the Work, where such decision is not the result of any default or misconduct of Contractor, and where the change in the scope of the Work does not result in any Extra Work for which Contractor is compensated pursuant to Subparagraph 7.3.5; or . . ."

6. 8.3 "DELAY" add paragraph 8.3.2 to read as follows:

"8.3.2 Unscheduled Power Outages:

- a. The University may be subject to power outages during the performance of the contract. The Contractor should plan its schedule accordingly and take such other steps as it deems necessary to provide temporary power should outages occur. Any plan to provide temporary power shall be coordinated with and approved, in advance, by the University's Representative.
- b. The Contractor agrees to bear the risk of any delays to the completion of the Work, or increase costs, attributable to such power outages."

7. MODIFICATION OF ARTICLE 8 – CONTRACT TIME

Rainy weather in excess of the following number of days will be granted a Contract Time extension pursuant to Article 8.4 of the General Conditions:

| | |
|------------------|-------------------|
| January - 7 days | July - 1 day |
| February 8 days | August - 1 day |
| March - 6 days | September - 1 day |
| April - 3 days | October - 2 days |
| May - 2 days | November - 3 days |
| June - 1 day | December - 6 days |

8. 8.4 "ADJUSTMENT OF THE CONTRACT TIME FOR DELAY", add the following to 8.4.1.6.9

- .3 the Contractor must have employed all reasonable rain mitigation measures to enable the Work to continue on the day; and
- .4 all other conditions of Article 8 must be met.

9. 8.5 "COMPENSATION FOR DELAY" add paragraph 8.5.3 to read as follows:

"8.5.3 Contractor shall not be entitled to receive any compensation for delay for Contract Time extensions resulting from Extra Work. Where Contract Time extensions result from or are granted in change orders which authorize Extra Work, payment by University to Contractor in consideration of any such Extra Work, payment by University to Contractor in consideration of any such Extra Work, pursuant to Subparagraph 7.3.5, shall constitute compensation in full for delay, interruption or disruption resulting from or arising out of any such Extra Work."

10. 8.5 "COMPENSATION FOR DELAY" add paragraph 8.5.4 to read as follows:

"8.5.4 Compensation Delay damages, if any, will be paid to Contractor by University as part of the final payment."

11. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 11 – INSURANCE AND BONDS

Contractor shall furnish and maintain insurance in the amounts below.

The insurance required by 11.1.2.1 and 11.1.2.2 shall be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Such insurance shall be written for not less than the following:

Minimum Requirement

| | | |
|----------|---|-----------------------|
| 11.1.2.1 | Commercial Form General Liability Insurance-Limits of Liability | |
| | Each Occurrence-Combined Single Limit for Bodily Injury and Property | <u>\$1,000,000.00</u> |
| | Products-Completed Operations Aggregate | <u>\$1,000,000.00</u> |
| | Personal and Advertising Injury | <u>\$1,000,000.00</u> |
| | General Aggregate | <u>\$2,000,000.00</u> |
| 11.1.2.2 | Business Automobile Liability Insurance-Limits of Liability | |
| | Each Accident-Combined Single Limit for Bodily Injury and Property Damage | <u>\$1,000,000.00</u> |

Insurance required by Paragraph 11.1.2.3 shall be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's); or (ii) that are acceptable to the University. Such insurance shall be written for not less than the following:

11.1.2.3 WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY –
(as required by Federal and State of California law).

12. MODIFICATIONS OF GENERAL CONDITIONS, ARTICLE 14 – STATUTORY REQUIREMENTS

14.3 "PREVAILING WAGE RATES," revise paragraph 14.3.2 to read as follows:

"14.3.2 Contractor shall comply and shall ensure that all subcontractors comply with Section 1770, and the applicable sections that follow, including Sections 1771 and 1775 of the State of California Labor Code. Additionally, Contractor shall comply and shall ensure that all Subcontractors comply with Labor Code Sections 1811 and 1815."

14.3 "PREVAILING WAGE RATES," add paragraph 14.3.4 to read as follows:

"14.3.4 In accordance with Labor Code Sections (1771.5(b) and 1771.7, the University has initiated and shall enforce a labor compliance program

("LCP") for this project as generally described in Labor Code Section 1771.5(b). Any questions regarding the payment of prevailing wages, or enforcement thereof, should be directed to the University Representative."

14.4 "PAYROLL RECORDS." revise paragraph 14.4.2 to read as follows:

"14.4.2 Contractor and all Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyworker, apprentice, worker, or other employee employed in connection with the Work. All payroll records shall be verified as true and correct by Contractor or Subcontractors keeping such records by a written declaration that is made under penalty of perjury, stating (1) that the information contained in the certified payroll and (2) the employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

- .1 A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.
- .2 A certified copy of all payroll records shall be made available for inspection upon request to University, the State of California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.
- .3 A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either University, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of Contractor or Subcontractor. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by University shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded the Contract or performing the Contract shall not be marked or obliterated."

14.4 "PAYROLL RECORDS." add paragraph 14.4.4 to read as follows:

"14.4.4 "In addition to the requirements of subparagraphs 14.4.2 and 14.4.3, Contractor shall, within 10 days following the end of the preceding month, furnish a certified copy of each weekly payroll for the preceding month for its workers and the workers of all subcontractors (Labor Code Section 1771.7(c)). Each certified copy shall contain a statement of compliance by Contractor or Subcontractors keeping such records signed under penalty of perjury stating (1) that the information contained in the certified payroll is true and correct and (2) the employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

- .1 Contractor and every Subcontractor required to submit certified payrolls and labor compliance documentation shall use the FM

International Labor Compliance Program software "LCPtracker™" provided by the University. The software is a web-based system, accessed by a web browser. Contractor and each Subcontractor will be provided a Log On identification and password to access the University's reporting system. Use of the system may entail additional data entry of weekly payroll information including, but not limited to: employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The required software shall be used regardless of the ability to interface with the contractor's or Subcontractor's payroll and accounting software or system. On-line training in the use of the system is available via the Internet. The University may elect to schedule training classes in the use of the LCPtracker™ and Contractor shall have all necessary personnel attend and shall require attendance by all Subcontractors."

14.4 "PAYROLL RECORDS," add paragraph 14.4.5 to read as follows:

"14.4.5 The University may withhold contract payments when payroll records are delinquent or inadequate."

14.4 "PAYROLL RECORDS," add paragraph 14.4.6 to read as follows:

"14.4.6 The University may withhold contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred."

14.5 "APPRENTICES," Page revise paragraph 14.5.4 to read as follows:

"14.5.4 When Contractor or Subcontractors employ workers in any apprenticeship craft or trade on the Work, Contractor or Subcontractor shall apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the area of the Project site, for a certificate approving Contractor or Subcontractors under the apprenticeship standards for the employment and training of apprentices in the area of the Project site. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeyworkers who shall be employed in the craft or trade on the Work. The ratio may not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than 1 hour of apprentice work for every 5 hours journeyman work, except as permitted by law. Subject to the foregoing, Contractor or Subcontractors shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeyworkers fixed in the certificate issued by the Division of Apprenticeship Standards."

REVISED INFORMATION AVAILABLE TO BIDDERS

The following information is made available for the convenience of bidders and is not a part of the Contract. The information is provided subject to the provisions of Article 3 of the General Conditions.

1. **Guide to Parking Service and Regulations**

By Transportation and Parking Services

University of California, Santa Barbara

Available on line at <http://www.tps.ucsb.edu>

2. **UCSB, Design, Construction & Physical Facilities**

<http://facilities.ucsb.edu>

3. **Prevailing Wage Information:** A Bidder can obtain prevailing wage information through the internet at www.dir.ca.gov or by contacting University's principal Facility office.

4. **Safety in the Laboratory: Information for Contractors and Physical Facilities Personnel Working in UCSB Labs**

<http://www.ehs.ucsb.edu/units/labsfty/labrsc/pdfs/lspfinlabs.pdf>

The Information Available to Bidders is provided solely for the bidders' convenience and does not relieve the bidders of the responsibility for determining the accuracy of the information provided.

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REVISED SECTION 01310

CONTRACT SCHEDULES.

PART 1. GENERAL

1.01 PRELIMINARY CONTRACT SCHEDULE

A. Submission

1. Within 10 days after receipt of Notice of Selection as Apparent Lowest Responsible Bidder or with the agreement.
2. Within 7 days after receipt of the preliminary Contract Schedule, University's Representative will notify Contractor of its acceptance of, or its review comments about the schedule so that appropriate adjustments may be made by Contractor in the development of the Contract Schedule.

B. Form

1. Prepare the preliminary contract schedule as a bar chart showing continuous flow left to right. Specific calendar dates shall be clearly and legibly shown for the start and finish of each Work activity.
2. Prepare the Preliminary Contract Schedule in sufficient detail to demonstrate preliminary planning for the Work and to represent a practical plan to complete the Work within the Contract Time.
3. Identify the following milestone events on the Preliminary Contract Schedule:
 - a) All holidays and non-Working days.
 - b) Submittals and identify "Means & Methods".
 - c) Mobilization.
 - d) Manhole Work
 - e) Comm. Backboards
 - f) Testing
 - g) Punchlist.

C. Activities

1. Identify all Work activities which constitute the critical path.

1.02 CONTRACT SCHEDULE

A. Submission

1. Submit the Contract Schedule, in the form and having general content acceptable to University's Representative within 10 days following Notice To Proceed and prior to submitting the first Application For Payment.
2. University's Representative will determine acceptability of the Contract Schedule within 7 days after its receipt.
3. No Application For Payment will be processed nor shall any progress payment become due until the Contract Schedule is accepted by University's Representative.

B. Form

1. The Contract Schedule shall be a bar chart showing continuous flow from left to right. Specific calendar dates shall be clearly and legibly shown for the start and finish of each Work activity.
2. The Contract Schedule shall be suitable for monitoring progress of the Work, in sufficient detail to demonstrate adequate planning for the Work, and represent a practical plan to complete the Work within the contract time.

C. Activities

1. Identify all Work activities in correct sequence for the completion of the Work. Work activities shall include the following:
 - a) Major Contractor-furnished equipment, materials, and building elements, and scheduled activities requiring submittals or University's prior approval.
 - b) Show dates for the submission, review, and approval of each submittal. Dates shall be shown for the procurement, fabrication, delivery, and installation of major equipment, materials, and building elements, and for scheduled activities designated by University.
 - c) A minimum of 7 days shall be allotted for University's Representative to review each submittal.
 - d) Dates Contractor requests designated Working spaces, storage areas, access, and other facilities to be provided by University.
 - e) Scheduled inspections as required by codes, or as otherwise specified.
2. Identify all Work activities that constitute the critical path.
3. Critical Work activities are defined as Work activities which, if delayed or extended, will delay the scheduled completion of one or more the milestones specified in this SECTION or the scheduled completion of the Work, or both. All other Work activities are defined as non-critical Work activities and are considered to have float.

4. Float is defined as the time that a non-critical Work activity can be delayed or extended without delaying the scheduled completion of milestones specified in this SECTION or the scheduled completion of the Work, or both. Neither Contractor nor University shall have an exclusive right to the use of float. The party using float shall document the effect on the updated Contract Schedule.
5. Delays of any non-critical Work activity shall not be the basis for an extension of contract time until the delays consume the float associated with that non-critical Work activity and cause the Work activity to become critical.
6. The presentation of each Work activity on the Contract Schedule shall include a brief description of the Work activity, the duration of the Work activity in days, and a responsibility code identifying the organization or trades performing the Work activity.
7. Contractor shall furnish cost estimates for each Work activity which cumulatively equal the total contract cost. Mobilization costs may be shown separately; however, other costs, i.e., profit and bond shall be pro-rated throughout all activities.

1.03 UPDATING

- A. Review the Contract Schedule with University's Representative once each week to incorporate in the Contract Schedule all changes in the progress, sequences, and scope of Work activities.
- B. Prepare and submit to university's representative an updated contract schedule as mutually agreed.
 1. The updated Contract Schedule shall accurately represent the as-built condition of all completed and in-progress Work activities as of the date of the updated Contract Schedule.
 2. Contractor shall perform the Work in accordance with the updated Contract Schedule. Contractor may change the Contract Schedule to modify the order or method of accomplishing the Work only with prior agreement by University.
- C. Contractor shall submit the updated Contract Schedule, in the form acceptable to University's Representative, at least 7 days prior to submitting the Application For Payment.
 1. University's Representative will determine acceptability of the updated Contract Schedule within 7 days after its receipt.
 2. No Application For Payment will be processed nor shall any progress payments become due until updated Contract Schedules are accepted by University's Representative.
 3. The accepted, updated Contract Schedule shall be the Contract Schedule of record for the period it is current and shall be the basis for payment during that period.

END OF SECTION

REVISED SECTION 01565

HAZARDOUS MATERIAL PROCEDURES

PART 1. GENERAL

1.01 HAZARDOUS MATERIALS PROCEDURES

- A. Except as otherwise specified, in the event Contractor encounters on the project site material reasonably believed to be asbestos, polychlorinated biphenyl (pcb), or other hazardous materials which have not been rendered harmless, Contractor shall immediately stop Work in the area affected and report the condition to University and University's' Representative in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of University and Contractor if in fact the material is asbestos, pcb, or other hazardous materials and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos, pcb, or other hazardous materials, or when such materials have been rendered harmless.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1. GENERAL

1.01 ALL MATERIAL AND EQUIPMENT INCORPORATED IN THE WORK SHALL BE:

- A. New
- B. In condition acceptable to University's Representative.
- C. Suitable for intended use.
- D. Keep materials clean, dry, and undamaged.

1.02 TRANSPORTATION AND HANDLING

- A. Deliver manufactured products in their original unbroken containers or bundles, clearly labeled with manufacturer's name, brand, and grade seal or model number.
 - 1. Handle materials and equipment in a manner to avoid damage to products and their finishes.
 - 2. Promptly remove damaged or defective products from the project site and replace with no adjustment of contract sum.

1.03 STORAGE AND PROTECTION

- A. Store manufactured products in accordance with manufacturers' instructions and with seals and labels intact and legible.
- B. Store products subject to damage by the elements in weathertight enclosures.
- C. Maintain temperature and humidity in accordance with manufacturer's recommendations.

1.04 EXTERIOR STORAGE:

- A. Store materials and equipment above ground on blocking or skids to prevent soiling, staining, and damage.
- B. Cover products which are subject to damage by the elements with impervious protective sheet coverings. Provide adequate ventilation to prevent condensation.

- C. Store sand, rock, or aggregate material in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- D. Arrange storage to allow adequate inspection.
- E. Periodically inspect stored products to assure that products are maintained under specified conditions and are free from damage and deterioration.
- F. Protection after installation.
 - 1. Prevent damage to materials and equipment.
 - 2. Use whatever protective materials or methods are necessary to prevent damage to installed products from traffic, construction operations, and weather. Remove protection when no longer required.
 - 3. Maintain temperature and humidity conditions in interior spaces for the Work in accordance with manufacturers' instructions for the materials and equipment being protected.

1.05 UL LABEL

- A. Materials and equipment, for which Underwriter's Laboratories, Inc. standards have been established and their label service is available, shall bear the appropriate UL label.

1.06 MANUFACTURER'S TRADE MARKS AND NAMES

- A. University's Representative reserves the right to review and request the removal or redesign of manufacturer's trade marks and names on items of materials and equipment which will be exposed to view in the completed Work. Such removal or redesign shall be with no adjustment of Contract Sum.

END OF SECTION

REVISED SECTION 01640

PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1. GENERAL

1.01 GENERAL PROVISIONS REGARDING SPECIFICATION OF PRODUCTS,
MATERIAL OR EQUIPMENT BY BRAND OR TRADE NAME.

- A. Products, material or equipment specified by both brand or trade name and model number are approved for use, provided that Contractor complies with all Contract requirements. Specification of a product, material or equipment by brand or trade name and model number is not a representation or warranty that the product, material or equipment can be used without modification, to meet the requirements of the plans and specifications; Contractor shall, at its sole cost, modify such products, material, or equipment so that they comply with all requirements of the plans and specifications.
- B. The first-named product, material or equipment specified by brand or trade name and model number is the basis for the Project design and the use of any item other than the first-named one may require modifications of that design. If Contractor uses any product, material or equipment other than the first-named one, Contractor shall, at its sole cost:
 - 1. Make all revisions and modifications to the design and construction of the Work necessitated by the use the product, material or equipment.
 - 2. Be responsible for all costs of any changes resulting from the use of the product, material or equipment including without limitation, costs or changes which affect other parts of the Work, the work of Separate Contractors, or any other property or operations of the University.
- C. When a product, material or equipment specified by brand or trade name is followed by the words "or equal," a substitution may be permitted if the substitution is equal to or superior to the first-named product, material or equipment in quality, utility and appearance and if the substitution complies with all other requirements of the plans and specifications.
- D. A product, material or equipment specified by brand or trade name followed by the words "or equal, no known equal," signifies that University does not have sufficient knowledge to specify a product, material or equipment, other than the one specified by brand or trade name, that is suitable for use on the Project. The use of the words "no known equal" is not intended to discourage substitution requests in accordance with the requirements specified herein.
- E. When catalog numbers and specific brands or trade names not followed by the designation "or equal" are used in conjunction with a product, material or equipment required by the specifications, substitutions will not be allowed and the named product, material or equipment must be used.

- F. Specification of a product, material or equipment by brand or trade name and model number is not a representation or warranty that the product, material or equipment is available; Contractor should confirm, prior to submitting its Bid, the availability of any product, material or equipment specified by brand or trade name and model number.

1.02 SPECIAL REQUIREMENTS FOR PRODUCTS, MATERIAL OR EQUIPMENT, OTHER THAN THE FIRST-NAMED PRODUCT, MATERIAL OR EQUIPMENT, SPECIFIED BY BOTH BRAND OR TRADE NAME AND MODEL NUMBER.

- A. In addition to complying with all other submittal requirements of the Contract, submit within **10 days** after the date of commencement specified in the Notice to Proceed, for review and approval by the University's Representative, Contractor prepared specifications and drawings, including design and engineering calculations, prepared by an appropriate licensed professional, depicting all revisions and modifications to the design and construction of the Work necessitated by the use of the product, material or equipment. If no revisions or modifications are necessary, submit within **10 days** after the date of commencement specified in the Notice to Proceed, a written representation that no revisions or modifications to the design or construction of the Work are necessitated by the use of the product, material or equipment. Contractor shall utilize the first-named product, material or equipment if Contractor fails to make the appropriate required submittal pursuant to this paragraph within the **10-day** period.
- B. A product, material or equipment, other than the first-named product, material or equipment, specified by both brand or trade name and model number may be used if no revisions or modifications to the design or construction of the Work are necessitated by the use of the product, material or equipment. If such revisions or modifications are necessary, the product, material or equipment may be used only if the revisions or modifications are approved in writing by the University's Representative. Contractor has the burden of demonstrating, through the procedures specified herein, that any such revisions or modifications will not be detrimental to the quality, utility or appearance of the Project or any portion of the Project. The University's Representative may refuse to approve any such proposed revisions or modifications where, in the reasonable opinion of the University's Representative, Contractor has failed to demonstrate, through the procedures specified herein, that the revisions or modifications are not detrimental to the quality, utility or appearance of the Project or any portion of the Project.

1.03 SPECIAL REQUIREMENTS FOR SUBSTITUTIONS.

- A. In addition to complying with all other submittal requirements of the Contract, submit written data demonstrating that the proposed substitution is equal to or superior to the first-named product, material or equipment in quality, utility and appearance and otherwise complies with all requirements of the plans and specifications, including:
1. Complete technical data including drawings, performance specifications, samples, and test reports of the article proposed for substitution.
 2. Statement by Contractor that the proposed substitution is in full compliance with the requirements of the Contract Documents and Applicable Code Requirements.

3. List of Subcontractors, if any, that may be affected by the substitution.
 4. Contractor prepared specifications and drawings, including design and engineering calculations, prepared by an appropriately licensed professional, depicting all revisions and modifications to the design and construction of the Work necessitated by the use of the substitution. If no revisions or modifications are necessary, submit a written representation that no revisions or modifications to the design or construction of the Work are necessitated by the use of the product, material or equipment.
- B. At the request of and within the timeframes specified by the University's Representative:
1. Submit samples as deemed necessary by the University's Representative to evaluate the proposed substitution.
 2. Submit proposed substitution to tests deemed necessary by the University's Representative to evaluate the proposed substitution. Such tests shall be made by an independent Testing Laboratory and at the sole expense of Contractor, after review and approval of the test procedures by University's Representative. If re-testing is deemed necessary by the University's Representative to evaluate the proposed substitution, such re-testing shall be made by an independent Testing Laboratory at the sole expense of the Contractor.
 3. Provide any additional information deemed necessary by the University's Representative to evaluate the proposed substitution.
- C. If University's Representative, in reviewing a proposed substitution, requires revisions or corrections to be made to previously accepted shop drawings and supplemental supporting data to be resubmitted, Contractor shall do so within the time period specified by the University's Representative. A proposed substitution may be rejected if Contractor fails to submit such revisions, corrections, or supplemental supporting data within the specified time period.
- D. Except for products, material or equipment designated in the Bidding Documents for evaluation of substitutions prior to award, requests for substitution, including the data required by Paragraph 1.03 A, must be submitted to the University's Representative not later than **5 days** after the date of commencement specified in the Notice to Proceed. No requests for substitutions of products, material or equipment subject to the **5-day** deadline shall be considered unless the request and supporting data is submitted on or before the deadline, except those deemed, in University's Representative's sole opinion, to be necessary because (i) previously specified or approved manufactured products, material or equipment are no longer manufactured, (ii) of University initiated change orders, or (iii) it is in the best interest of University to accept such substitution.
- E. If a product, material or equipment is designated in the Bidding Documents for evaluation of substitutions prior to award, then a request for substitution of the product, material or equipment, including the data required by Paragraph 1.3.A, must be submitted by the deadline specified in the Bidding Documents. Because of time

constraints, only one submittal will be allowed for each such substitution request. Requests for substitutions of products, material or equipment designated for evaluation prior to award may not be made after the deadline specified in the Bidding Documents, and such requests shall not be considered unless the request and supporting data is submitted on or before the deadline specified in the Bidding Documents. Notwithstanding the forgoing, the University may consider, after award of the Contract, requests for substitution of a product, material or equipment designated for evaluation prior to award where, in University's Representative's sole opinion, a substitution is necessary because (i) previously specified or approved manufactured products, material or equipment are no longer manufactured, (ii) of University initiated change orders, or (iii) it is in the best interest of University to accept such substitution.

- F. In reviewing the supporting data submitted for substitutions, University's Representative will use, for purposes of comparison, all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Specifications. If more than 2 submissions of supporting data are required, the cost of reviewing the additional supporting data shall be at Contractor's expense.
- G. Contractor has the burden of demonstrating, through the procedures specified herein, that its proposed substitution is equal to or superior to the first-named product, material or equipment in quality, utility and appearance and complies with all other requirements of the plans and specifications. If revisions or modifications to the design or construction of the work are necessitated by the use of the substitution, Contractor also has the burden of demonstrating, through the procedures specified herein, that the use of the substitution will not be detrimental to the quality, utility or appearance of the Project or any portion of the Project.
- H. The University's Representative may refuse to approve any requested substitution where, in the reasonable opinion of the University's Representative, Contractor has failed to demonstrate, through the procedures specified herein, that the proposed substitution is equal to, or superior to, the first-named product, material or equipment, in quality, utility and appearance and that the proposed substitution complies with all other requirements of the plans and specifications.
- I. University's Representative may reject any substitution not proposed in the manner and within the time limits prescribed herein.
- J. Substitutions are not allowed unless approved in writing by the University's Representative. Any such approval shall not relieve Contractor from the requirements of the Contract Documents.
- K. The **5-day** and **10-day** submittal periods do not excuse Contractor from completing the Work within the Contract Time or excuse Contractor from paying liquidated damages if Final Completion is delayed.
- L. If revisions or modifications to the design or construction of the Work are necessitated by the use of a substitution, the substitution may be used only if the

revisions and modifications are approved in writing by the University's Representative. The University's Representative may refuse to approve any such proposed revisions or modifications where, in the reasonable opinion of the University's Representative, Contractor has failed to demonstrate, through the procedures specified herein, that the revisions or modifications are not detrimental to the quality, utility and appearance of the Project or any portion of the Project.

- M. If a substitution request is finally rejected by the University Representative, Contractor shall furnish and install:
1. the first-named product, material, or equipment; or
 2. a product, material, or equipment, other than the first-named product, material or equipment, specified by both brand or trade name and model number, provided Contractor complies with the submittal requirements (including deadlines) of specification section 01640-1.02

END OF SECTION