

SECTION 00910

ADDENDA

SONOMA CLEAN POWER AUTHORITY ADVANCED ENERGY CENTER TENANT IMPORVEMENTS

NOTICE TO ALL BIDDERS: THE FOLLOWING MODIFICATIONS, ADDITIONS, DELETIONS, CLARIFICATIONS AND/OR INFORMATION ARE HEREBY MADE PART OF THE CONTRACT DOCUMENTS. ADDENDUM MUST BE ACKNOWLEDGED AS PART OF THE BIF FORM.

ARTICLE 1 - ADDENDUM #2

1.1 ITEM #1 - COVER PAGE

- A. Delete: Section 00001 (Cover Page) in its entirety.
- B. Add: Section 00001 (Cover Page) attached.

1.2 ITEM #2 - ADVERTISEMENT FOR BIDS

- A. Delete: Section 00100 (Advertisements for Bids) in its entirety.
- B. Add: Section 00100 (Advertisements for Bids) attached.

1.3 ITEM #3 - SUMMARY

- A. Delete: Section 01100 (Summary) in its entirety.
- B. Add: Section 01100 (Summary) attached.

1.4 ITEM #4 - MODIFICATION PROCEDURES

- A. Delete: Section 01250 (Modification Procedures) in its entirety.
- B. Add: Section 01250 (Modification Procedures) attached.

1.5 ITEM #5 - SUBMITTALS

- A. Delete: Section 01330 (Submittals) in its entirety.
- B. Add: Section 01330 (Submittals) attached.

ARTICLE 2 - NOT USED

ARTICLE 3 - NOT USED

ARTICLE 4 - NOT USED

END OF SECTION

SONOMA CLEAN POWER
ADVANCED ENERGY
CENTER TENANT
IMPROVEMENTS

PROJECT
MANUAL

PROJECT ADDRESS
**741 4th Street
Santa Rosa, CA 95401**

OWNER
**Empire Property Services
P.O. Box 455, Santa Rosa, CA
95404**

PROJECT
MANUAL

ISSUED DATE
06/04/2019

ADVERTISMENT DATE
06/04/2019

BID DATE
07/16/2019

SECTION 00001
TITLE PAGE

TLCD PROJECT NUMBER
18077.00

SECTION 00100

ADVERTISEMENT FOR BIDS

ARTICLE 1 - INVITATION TO BID

1.1 NOTICE INVITING BIDS:

- A. Owner will receive sealed Bids at Owner's Office, as shown on the map provided in Section 00203 (Bid Submittal Vicinity Map), until 2:00 p.m. on Tuesday, **July, 16, 2019** for the following public work:

SONOMA CLEAN POWER AUTHORITY

SONOMA CLEAN POWER ADVANCED ENERGY CENTER

- B. Envelope "A" shall be due by 2:00 p.m. according to the clock in Owner's lobby.
- C. Envelope "B" shall be due by 3:00 p.m. according to the clock in Owner's lobby.
- D. Owner will open Bids at 3:00 p.m. according to the clock in Owner's lobby.

1.2 PROJECT DESCRIPTION

- A. The Work consists of construction of tenant improvements located at 741 4th Street in the City of Santa Rosa The Work includes, but is not limited to, DEMOLITION OF EXISTING TENANT IMPROVEMENT ON THE FIRST AND SECOND FLOOR OF APPROXIMATELY 12, 286 sf, AND the construction of NEW TENANT IMPROVEMENTS OF APPROXIMATELY 9,492 SF INCLUDING MECHANICAL ELECTRICAL AND FIRE SPRINKLERS THROUGHOUT. Work shall be completed within 198 Calendar Days from the date when Contract Time commences to run. Bidding Documents contain the full description of the Work.

1.3 ESTIMATED PROJECT COST RANGE: \$2,500,000.00 TO \$2,900,000.00.

1.4 CONTACT INFORMATION:

Mailing address:
Sonoma Clean Power Authority
50 Santa Rosa Avenue
Santa Rosa, CA 95404

Website address:
www.sonomacleanpower.org

Phone: 707-978-3463

Fax: 707-978-3471

Email: Programs@sonomacleanpower.org

1.5 PROCUREMENT OF BIDDING DOCUMENTS

- A. Bidders may obtain Bidding Documents from Owner upon registration as a Planholder through Owner's office and payment of a non-refundable fee of \$30 for each copy. Owner will accept cash or checks payable to "Sonoma Clean Power Authority." Bidding Documents contain a reduced set of Drawings. Bidders may arrange to obtain full-size Drawings from Digital Prints & Imaging, 375 Tesconi Circle, Santa Rosa, California, 95401, 707-546-0401, for an additional charge to be paid directly to Digital Prints & Imaging. Electronic Bidding Documents are available on Owner's website <https://sonomacleanpower.org/>. For information pertaining to the Bidding Documents, please contact Owner at (707) 978-3463.

1.6 INSTRUCTIONS

- A. Bidders shall refer to Section 00200 (Instructions to Bidders) for required documents and items to be submitted in sealed envelopes for deposit into the Bid Box, located at Owner's Office, no later than the time(s) and date set forth in Paragraph 1 above.

1.7 OPTIONAL PRE-BID SITE VISIT

- A. Owner will conduct OPTIONAL Pre-Bid Site Visit(s) at 2:00 P.M. on TUESDAY June 11TH, 2019, and at 9:00 A.M. on Wednesday June 12th 2019, at the Site. It is optional for Bidders to attend one Pre-Bid Site visit and sign and sign an Attendance Roster as a condition to bidding. A third site visit, date and time, can be created if requested to programs@sonomacleanpower.org.

1.8 BID PREPARATION COST

- A. Bidders are solely responsible for the cost of preparing their Bids.

1.9 RESERVATION OF RIGHTS

- A. Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price, or quality of the work. Owner may reject any and all Bids and waive any minor irregularities in the Bids.

ARTICLE 2 - LEGAL REQUIREMENTS

2.1 REQUIRED CONTRACTOR'S LICENSE(S)

- A. A California "B" contractor's license is required to bid this contract. Joint ventures must secure a joint venture license prior to award of this Contract.

2.2 BID ALTERNATES

- A. Bid alternates are identified in Section 00400 (Bid Form). The determination of lowest bid shall be based upon:
 - B. Base contract bid and alternates specifically identified on Section 00400 (Bid Form)

2.3 SUBSTITUTION OF SECURITIES

- A. Owner will permit the successful bidder to substitute securities for any retention monies withheld to ensure performance of the contract, as set forth in Section 00680 (Escrow Agreement for Security Deposits in Lieu of Retention) and incorporated herein in full by this reference, in accordance with Section 22300 of the California Public Contract Code.

2.4 PREVAILING WAGE LAWS

- A. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. To Bid on this Project, a contractor must be registered to perform public work pursuant to Labor Code Section 1725.5. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at Owner's Office and are deemed included in the Bidding Documents. Upon request, Owner will make available copies to any interested party. Also, the successful Bidder shall post the applicable prevailing wage rates at the Site in addition to all other job site notices prescribed by regulations.

By order of the Sonoma Clean Power Authority's Chief Executive Officer acting on behalf of the Sonoma Clean Power Authority.

END OF SECTION

SECTION 01100

SUMMARY

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes Summary of Work and Work Restrictions including:
1. Work Covered by Contract Documents
 2. Work Sequence
 3. Work Days and Hours
 4. Shutdown for Discovery of Cultural Resources
 5. Cooperation of Contractor and Coordination with Other Work
 6. Partial Occupancy/Utilization Requirements
 7. Contractor Use of Site
 8. Air Quality Standards
 9. Protection of Existing Structures and Underground Facilities
 10. Permits
 11. Actual Damages
 12. Right-Of-Way
 13. Document Tracking

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work comprises the construction of Owner's Sonoma Clean Power Advanced Energy Center located at 741 Fourth Street, Santa Rosa, Ca. The Work includes, without limitation, The Work consists of construction of tenant improvements located at 741 4th Street in the City of Santa Rosa The Work includes, but is not limited to, demolition of existing tenant improvements on the first and second floor of approximately 12, 286 sf, and the construction of tenant improvements of approximately 9,492 SF including mechanical, electrical, and fire sprinklers throughout. Contract Documents fully describe the Work.
- B. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices Bid and no direct or additional payment will be made therefore.
- C. For all Bid items, furnish and install all Work, including connections to existing systems, indicated and described in Specifications and all other Contract Documents. Work and requirements applicable to each individual Bid item, or unit of Work, shall be deemed incorporated into the description of each Bid item (whether Lump Sum or Unit Price). Any Bid item may be deleted from the Work and Contract Sum, in

total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Bid items or prices therefore.

1.3 WORK SEQUENCE

- A. Construct Work in stages and at times to accommodate Owner operation requirements during the construction period; coordinate construction schedule and operations with Owner.

1.4 WORK DAYS AND HOURS

- A. Work Days and hours: Monday-Friday inclusive, 7:00 a.m.-5:00 p.m. local time, except Days that have been designated as holidays by Owner as listed in Paragraph 1.4A.11 of Section 01420 (References and Definitions). Work at the Site after 5:00 p.m. or on weekends or holidays is not permitted, unless Contractor requests otherwise from Owner in writing at least 48 hours in advance and Owner approves in its sole discretion.

1.5 SHUTDOWN FOR DISCOVERY OF CULTURAL RESOURCES

- A. If discovery is made of items of historical archaeological or paleontological interest, immediately cease all Work in the area of discovery. Archaeological indicators may include, but are not limited to, dwelling sites, locally darkened soils, stone implements or other artifacts, fragments of glass or ceramics, animal bones, human bones, and fossils. After cessation of excavation, immediately contact Owner. Do not resume Work until authorization is received from Owner. When resumed, excavation or other activities shall be as directed by Owner.

1.6 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK

- A. Coordinate with Owner and any Owner forces, or other contractors and forces, as required by Section 00700 (General Conditions).

1.7 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

- A. Allow Owner to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.
- B. Possession, use of Work, and placement and installation of equipment by Owner shall not in any way evidence the completion of the Work or any part of it.
- C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from Owner occupancy.
- D. Make available, in areas occupied, on a 24 hour per Day and 7 Day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.
 - 1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.

2. Make, and Owner shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
 3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
 4. Owner shall pay for utility cost arising out of occupancy by Owner during construction.
- E. Use and occupancy by Owner prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by Owner.
- F. Prior to date of Final Acceptance of the Work by Owner, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to Defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Section 00700 (General Conditions).
- G. Use by Owner of Work or part thereof as contemplated by this Section 01100 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by Owner of any of the conditions thereof.
- H. Owner may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on dates described in this Section 01100, if any, prior to Substantial Completion of all of the Work. Notify Owner in writing when Contractor considers any such part of the Work ready for its intended use and Substantially Complete and request Owner to issue a Certificate of Substantial Completion for that part of the Work.

1.8 CONTRACTOR USE OF SITE

- A. Ensure that the entrance is locked at the end of each Work Day and at other times as may be necessary to control unauthorized entry.
- B. [Contractor shall contact Owner at least two Business Days prior to entering the building and performing Work to allow Owner to arrange access into the building. Access Request forms shall be submitted 48 hours in advance of anticipated on-site Work to gain permission to enter Site and to allow notification to occupants. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws. Do not unreasonably encumber Site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises. Move any stored products that interfere with operations of Owner or other contractor.
- D. Coordinate parking, storage, staging, and Work areas with Owner. Do not store construction materials in the dripline of any tree.
- E. Prior to commencement of Work or excavation, Contractor and Owner shall jointly survey the area adjacent to the Project area making permanent note and record of such existing damage such as cracks, sags, or other similar damage. This record shall serve as a basis for determination of subsequent damage to structures,

- conditions, or other existing improvements due to Contractor's operations. All parties making the survey shall sign the official record of existing damage. Cracks, sags, or damage of any nature to the adjacent Project area, not noted in the original survey but subsequently noted, shall be reported immediately to Owner.
- F. It is essential that the Contractor perform the Work with as little interference and disturbance as possible to the surrounding neighborhood.
 - G. When suspect materials, outside the scope of Work, are encountered during the Work or restoration process, the Contractor shall immediately contact Owner for evaluation and approval of the methods for dealing with the material.

1.9 AIR QUALITY STANDARDS

- A. Ensure that idling time for heavy equipment is minimized to reduce on-Site emissions.
- B. Maintain equipment in good mechanical condition.
- C. Cover trucks hauling dirt.
- D. Limit dust emissions during periods of high winds (greater than 15 miles per hour).
- E. Replace ground cover in disturbed areas as soon as possible.
- F. Enclose, cover, water, or apply soil binders to exposed stockpiles.
- G. Remove earth tracked onto neighboring paved roads at least once daily.
- H. Limit equipment speed to 10 miles per hour in unpaved areas.
- I. Provide land surveying and mapping services necessary for construction staking, layout, or any other activities necessary to establish and document the correct and accurate locations, alignments, elevations, grades, or quantities of Work.
- J. Ensure that land-survey related activities are in accordance with applicable laws and regulations including Sections 8726 (a) and (b) and 6731.1 (a) and (b), Business and Professions Code of the State of California.
- K. Minimum experience requirements of surveyor in responsible charge of construction staking include possession of a California Land Surveyor's license or pre-1982 California Professional Engineer's (Civil) license, completion of three projects of similar nature and complexity, and three years of experience on projects of similar nature and complexity.
- L. Owner reserves the right, at its sole discretion, to check construction staking, layout or other survey and/or mapping activities for consistency with the construction documents, accuracy, and verification of pay quantities.
- M. Ensure that survey notes, computations, and drawings used or produced to determine lines, grades, construction staking, layout, or other survey or mapping activities, be kept neat, orderly, and complete. Provide Owner copies (hard copy, and digital when possible) of such survey notes, computations, and drawings within one Business Day of request by Owner. Also, provide one complete Project set as a submittal prior to Final Completion.
- N. Protect and preserve property or right-of-way monument(s), survey control point(s), or bench mark(s). At no additional cost to Owner, replace or restore damaged or destroyed property or right-of-way monument(s), survey control point(s), or bench

- mark(s), including preparation and filing of a Corner Record or Record of Survey when required under Section 8771(b) of the Business and Professions Code of the State of California.
- O. Whenever Contractor knows, or reasonably should know, that any Work or activity required under the Contract Documents may, or is likely to damage, destroy, or cause any property or right-of-way monument(s), survey control point(s), or bench mark(s) to become unusable, reference property or right-of-way monument(s), survey control point(s), or bench mark(s) by survey, swing ties, or other appropriate means prior to their disturbance or destruction and notify Owner a minimum of two Business Days in advance of such Work or activity. Replace or restore, as appropriate, property or right-of-way monument(s), survey control point(s), or bench mark(s) disturbed, destroyed, or otherwise made unusable by Contractor's activities.

1.10 PROTECTION OF EXISTING STRUCTURES AND UNDERGROUND FACILITIES

- A. The Drawings may indicate existing above- and below-grade structures, drainage lines, storm drains, sewers, water lines, gas lines, electrical lines, hot water lines, and other similar items and Underground Facilities that are known to Owner. At least two Business Days, or as otherwise noted, prior to commencement of excavation, notify the owners of the following Underground Facilities:
- B. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.
- C. Attention is also directed to the existence of overhead power and telephone lines.
- D. Perform pot-holing by hand within 24 inches (in any direction) of the Underground Facilities. This may be done on an area-by-area basis, but shall be accomplished at least seven Days in advance of the date of construction within such area.
- E. In addition to reporting if a utility is damaged, Contractor must take appropriate action as provided in Section 00700 (General Conditions).
- F. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Section 00700 (General Conditions).

1.11 PERMITS

- A. Permits, agreements, or written authorizations that are known by Owner to apply to this Project, and that have been or will be obtained by Owner, are listed below:
1. *Bay Area Air Quality Management District*. A copy of Owner's standard requirements is included at the end of this Section 01100. Contractor will be required to obtain a separate permit.
 2. *City of Santa Rosa Encroachment Permit*. A copy of Owner's permit is included at the end of this Section 01100. Contractor may be required to obtain a separate permit.
 3. *City of Santa Rosa Building Permit*. A copy of Owner's permit is included at the end of this Section 01100.

- B. Permits, agreements, or written authorizations that are known by Owner to apply to this Project, and that shall be obtained by Contractor (and the cost of the permit will be paid by Owner to permitting agency) are listed below:
 - 1. *San Francisco Bay Regional Water Quality Control Board (SFBRWQCB), Resolution No. R1-2002-0080, Policy for Waiving Waste Discharge Requirements for Specific Types of Waste Discharge.* Obtain a waiver or permission from the SFBRWQCB in compliance with Resolution No. R1-2002-0080. A copy of Resolution No. R1-2002-0080 is available for review at Owner’s Office or at: www.waterboards.ca.gov/northcoast/index.html
 - 2. *Bay Area Air Quality Management District. City of Santa Rosa Encroachment Permit.*
 - 3. Other permits as may be discovered necessary, at Owner’s discretion.
- C. All other permits that may be required, but that are not listed immediately above shall be obtained by Contractor at Contractor’s sole cost and expense, and include, but are not limited to:
 - 1. *Cal/OSHA Permit.* Obtain, as applicable, permit(s) as required by Cal/OSHA for the following:
 - a. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
 - b. Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).
 - c. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).
 The local Cal/OSHA district office is located at:
 1221 Farmers Lane, Suite 300
 Santa Rosa, CA 95405
 Phone: (707) 576-2388
- D. Furnish copies of Contractor-obtained permits to Owner.

1.12 NOT USED

1.13 RIGHT-OF-WAY

- A. Contractor’s entry into and use of Owner’s right-of-way shall be coordinated with and approved by Owner in advance of Contractor’s entry into or use of Owner’s right-of-way. Contractor shall provide not less than two Business Days advanced notice of Contractor’s temporary entry or continued use of Owner’s right-of-way.
- B. Contractor shall contain their activities within the boundaries of the Owner’s right-of-way. Owner shall be the primary point of contact for any necessary interactions required between Contractor and property owners affected by the Work unless specifically agreed to in advance by Owner.
- C. Contractor shall immediately notify Owner of any dispute with or issue raised by affected property owners, or others, in regard to Contractor’s use of or activities within Owners’ right-of-way. Should any issue arise regarding Contractor’s activities within or use of Owner’s right-of-way, Owner reserves the exclusive authority to determine or agree to any resolution of such matters.

1.14 DOCUMENT TRACKING

- A. Owner will utilize a computerized construction management system (a cloud-based enterprise content management system) to monitor the generation, status, and filing of documents. Documents such as, but not limited to, Contracts, Cost Proposals, Change Orders (proposed and approved), Meeting Minutes, Schedules and Reports, Payment Applications, certificates of insurance, Safety Reports, Requests for Information, Requests for Substitutions, correspondence, communications, notices, Submittals, transmittals, and logs shall be submitted electronically by Contractor using the computerized construction management system, unless otherwise required by the Contract Documents. Owner will use the system to track and manage all documents on the Project after Notice to Proceed, to the greatest extent possible.
- B. If file size prohibits electronic transmittal, submit to Owner on compact disk (CD) or other electronic media format as accepted by Owner.
- C. Provide electronic format documents in searchable portable document format (PDF), unless otherwise required by the Contract Documents or directed in writing by Owner.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION - NOT USED**

END OF SECTION

SECTION 01250

MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes requirements that supplement the paragraphs of Section 00700 (General Conditions).
- B. Description of procedures for modifying the Contract Documents and determining costs for changes in contract amounts.

1.2 PROCEDURES FOR CONTRACTOR INITIATED CHANGES

- A. Contractor-Initiated Request for Information (RFI) Procedures, Requirements, and Limitations:
 - 1. Contractor may submit RFI's for clarifications in Owner-prepared Contract Documents or to initiate changes to the Work.
 - 2. Whenever Contractor requires information regarding the Project or Owner-prepared Contract Documents, or receives a request for such information from a Subcontractor, or desires to initiate changes to the Work, Contractor may prepare and deliver an RFI to Owner. Contractor shall use Owner's construction management system to submit RFIs. Contractor shall not issue an RFI to Owner solely to clarify Contractor-prepared Construction Documents. Contractor must submit time-critical RFIs at least **14 Days** before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity on the Progress Schedule and shall note time criticality of the RFI, indicating the time within which a response is required. Contractor's failure to include reference to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.
 - 3. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation for the effort required to submit the RFIs. Contractor shall be responsible for Owner's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by Owner; at Owner discretion, such costs may be deducted from progress payments or final payment.
 - 4. Owner will respond within **7 Days** from receipt of an RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors.
 - 5. If Contractor is satisfied with the response and does not request a change in Contract Sum or Contract Time, then the response shall be executed without a change.
 - 6. If Contractor believes the Owner's response is incomplete, Contractor shall request clarification from Owner.
 - 7. If Owner's response to an RFI is a request for Contractor to submit a Cost Proposal (CP), Contractor shall prepare and submit to Owner, within 14 Days of Owner's request, a CP using the form attached to this Section 01250. All CPs required by this Section 01250 must contain a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, Markup, and any requested changes to Contract Time. All

Subcontractor Work shall be so indicated. Individual entries on the CP form shall include the applicable Schedule of Values (SOV) code, with all amounts determined as provided herein. After receipt of a CP with a detailed breakdown, Owner will consider the CP and respond as soon as practicable.

8. If Owner accepts the CP, Owner will prepare a Change Order.
9. If the CP is not acceptable to Owner because Owner does not agree with Contractor's proposed cost and/or time, Owner will provide comments regarding the same. Contractor must then, within seven Days (except as otherwise provided herein), submit a revised CP.
10. When necessity to proceed with a change does not allow Owner sufficient time to conduct a proper check of a CP (or revised CP), Owner may issue a Field Directive as provided below.

B. Time Requirements:

1. If Contractor believes that an Owner response to an RFI, submittal, or other Owner direction, results in change in the Contract Sum or Contract Time, Contractor shall notify Owner via a follow-up RFI within seven Days after receiving Owner's response or direction, always prior to starting the disputed Work, and no later than the time allowed under Article 12 of Section 00700 (General Conditions). If Contractor also requests a time extension, or has issued a notice of delay or otherwise requests a time extension with a CP, then Contractor shall submit the TIE (as defined in Section 01320 [Progress Schedules and Submittals]) required herein concurrently with the CP and in no event later than 14 Days after providing the notice of delay. If Owner disagrees with Contractor, then Contractor may give notice of a potential claim as provided in Article 12 of Section 00700 (General Conditions) and proceed thereunder.
2. If Owner agrees with Contractor's CP and/or TIE, then Owner will initiate a Change Order. If Owner disagrees with Contractor, then Contractor may give notice of potential claim as provided in Article 12 of Section 00700 (General Conditions) and proceed thereunder.
3. Contractor must submit CPs, TIEs, notices of potential claim, or Claims within the required time periods. Failure to do so is a waiver of Contractor's right to submit a CP, TIE, or file a Claim.

C. Cost Estimate Information:

1. Contractor and Subcontractors shall, upon Owner's request, permit inspection of the original unaltered cost estimates, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with CPs or Claims arising from changes in the Work.

1.3 PROCEDURES FOR OWNER INITIATED CHANGES

A. Owner Initiated Field Directives or Supplemental Instructions:

1. Owner may, by Field Directive or Supplemental Instruction or by following the procedures for disputed work herein, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with or without adjustment to Contract Sum or Contract Time.
2. If at any time Owner believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, or at any other time, Owner may issue a Field Directive or Supplemental Instruction with its recommended cost and/or time adjustment (if any). Upon receipt of Field Directive or Supplemental Instruction,

Contractor shall promptly proceed with the change of Work involved and respond to Owner as required by Subparagraph 1.3A(3), below, within seven Days.

3. Contractor’s response must be any one of following:
 - a. Accept Field Directive or Supplemental Instruction, thereby accepting Owner’s direction, including the Owner’s proposed adjustment to time and cost (if any), by conveying a notice of acceptance through Owner’s contract management system.
 - b. If Contractor does not accept Owner’s direction, submit a (revised if applicable) CP with supporting documentation.
 - c. Give notice of a potential claim as described in Article 12 of Section 00700 (General Conditions).
 4. If the Field Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - b. Unit prices stated in the Contract Documents or subsequently agreed upon.
 - c. Contractor shall proceed on cost reimbursable (Force Account) basis while negotiating towards a firm price, per Paragraph 1.7 of this Section 01250.
 5. Contractor’s acceptance of a Field Directive is Contractor’s agreement as to all of its terms and conditions, including any adjustment in the Contract Sum and Contract Time and the method for determining such adjustments. This agreement will be memorialized as a Change Order.
 6. If Contractor submitted a CP in response to Owner’s direction, and the parties cannot agree on the proper adjustment, Contractor may file a Claim per Article 12 of Section 00700 (General Conditions) and/or Owner may direct the changed Work through a unilateral Change Order. Contractor shall keep and present an itemized accounting in a manner consistent with the SOV, together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Paragraph shall be limited to those provided herein.
- B. Owner Initiated Change Order or Request for Proposal (RFP):
1. Owner may initiate changes in the Work or Contract Time by issuing a Request for Proposal (RFP) or Change Order to Contractor.
 2. Any RFP issued to Contractor will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.
 3. In response to an RFP, Contractor shall furnish a CP within 14 Days of Owner’s RFP. Upon approval of the CP, Owner may direct Contractor to proceed with extra Work by issuing a Change Order.
 4. If the parties agree on price and time for the Work, the Owner will issue a Change Order. If the parties do not agree on the price or time for the Work, Owner may direct Contractor to proceed with the Work under Force Account, per Paragraph 1.7 of this Section 01250. Contractor shall perform the changed Work notwithstanding the existence of any unresolved claims or disagreements of any kind.

1.4 PROCEDURES THAT APPLY TO CONTRACTOR- AND OWNER-INITIATED CHANGE ORDERS

- A. Adjustment of Schedules to Reflect Change Orders or Field Directives or Supplemental Instructions:
1. Contractor shall revise the SOV and Application for Payment forms to record each authorized Change Order, Field Directive, or Supplemental Instruction as a separate line

- item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
2. Contractor shall revise the Progress Schedules prior to the next monthly pay period, to reflect Change Orders, Field Directives, and Supplemental Instructions.
 3. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.
- B. Required Documentation for Adjustments to Contract Amounts:
1. For all changes and cost adjustments requested by Contractor, Contractor shall provide documentation of changes in Contract Amounts asserted, with sufficient data to allow Owner's evaluation of the proposal.
 2. In all requests for compensation, CPs, estimates, claims and any other calculation of costs made under the Contract Documents, Contractor shall breakout and quantify costs of labor, equipment, and materials identified herein, for Contractor and Subcontractors of any tier.
 3. Contractor shall, upon request, provide additional data to support computations for:
 - a. Quantities of products, materials, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
 - d. Credit for deletions from Contract, similarly documented.
 4. Contractor shall support each claim or computation for additional cost, with additional information including:
 - a. Origin and date of claim or request for additional compensation.
 - b. Dates and times Work was performed and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, materials, equipment, and subcontracts, similarly documented.
 - e. Credit for deletions from Contract, similarly documented.
- C. Responses and Disputes:
1. For all responses for which the Contract Documents do not provide a specific time period, recipients shall respond within a reasonable time.
 2. For all disputes arising from the procedures herein, Contractor shall comply with the procedures set forth in Article 12 of Section 00700 (General Conditions).

1.5 COST DETERMINATION

- A. Total cost of extra Work or of Work omitted shall be the sum of labor costs, material costs, equipment rental costs, and specialist costs as defined herein plus overhead and profit as allowed herein. This limit applies in all cases of claims for extra Work, whether calculating CPs, Change Orders, or Field Directives, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Contractor may recover no other costs arising out of or connected with the performance of extra Work, of any nature. No special, incidental or consequential damages may be claimed or recovered against Owner, its representatives or agents, whether arising from breach of Contract, negligence, or strict liability, unless specifically authorized in the Contract Documents.
- B. Markup for Overhead and Profit: (Overhead shall be as defined in Paragraph 1.8 of this Section 01250).

1. Markup for overhead and profit on labor for extra Work shall not exceed 15 percent.
 2. Markup for overhead and profit on materials for extra Work shall not exceed 15 percent.
 3. Markup for overhead and profit on owner-operated equipment for extra Work shall not exceed 15 percent.
 4. Markup for overhead and profit on equipment for extra Work shall not exceed 10 percent.
 5. When extra Work is performed by a first tier Subcontractor, Contractor shall receive a 10 percent markup on Subcontractors' total costs of extra Work. First tier Subcontractor's markup on its Work shall not exceed percentages listed in Paragraphs 1.5B.1, 1.5B.2, 1.5B.3, and 1.5B.4 immediately above.
 6. When extra Work is performed by a lower tier Subcontractor, Contractor, first tier Subcontractors, and lower tier Subcontractors shall divide (as mutually agreed) a total of 10 percent markup on the lower tier Subcontractors' total costs of extra Work.
 7. Notwithstanding the foregoing, in no case shall the total markup on any extra Work exceed 26.5 percent of the direct cost, notwithstanding the actual number of Contract tiers.
 8. On proposals covering decreases in Contract Sum, Contractor shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed. This paragraph does not apply to work performed using unit pricing.
 9. On proposals covering both increases and decreases in Contract Sum, markup for overhead and profit shall be included on the **net amount** as determined in this Paragraph 1.5.
 10. The markup shall include profit, small tools, cleanup, engineering, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead.
- C. Taxes:
1. All State sales tax, use tax, and Sonoma County and applicable City sales taxes shall be included.
 2. Federal and Excise tax shall not be included.
- D. Owner-Operated Equipment: When owner-operated equipment is used to perform extra Work, Contractor will be paid as follows:
1. Payment for cost of equipment will be made at no more than rates of such equipment established in Paragraph 1.6C of this Section 01250.
 2. Payment for cost of labor will be made at no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner-operator is actually covered by such an agreement.
 3. Invoices for owner-operated equipment need not itemize labor and equipment costs, unless specifically requested by Owner. In any event, the total rate for owner-operated equipment shall not exceed the combined rates for labor and equipment listed in Paragraphs 1.5D.1 and 1.5D.2 above.
- E. Accord and Satisfaction: Every Change Order and accepted Field Directive shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money, or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay, and any other type of claim. Contractor may elect to reserve

its rights to dispute claims arising from or relating to the changed Work at the time it signs a Change Order or accepts a Field Directive, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved Field Directive, and Contractor must also submit a Claim for these disputed matters pursuant to Article 12 of Section 00700 (General Conditions) no later than 30 Days after Contractor's first written notice of its intent to reserve its rights pursuant to this Paragraph. Execution of any Change Order or Field Directive shall constitute Contractor's representation of its agreement with this provision.

1.6 COST BREAKDOWN

- A. Labor: Contractor will be paid the cost of labor for workers (including forepersons when authorized by Owner) used in actual and direct performance of extra Work. Labor rate, whether employer is a Contractor, Subcontractor or other forces, will be the sum of following:
1. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
 2. Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in Paragraph 1.6A.1 of this Section 01250 immediately above, such as taxes and insurance.
- B. Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax, to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:
1. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to Owner notwithstanding fact that such discount may not have been taken.
 2. For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials.
 3. If cost of a material is, in opinion of Owner, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in Paragraph 1.6B.1 of this Section 01250.
- C. Equipment: For Contractor- or Subcontractor-owned equipment, payment will be made at rental rates listed for equipment in Caltrans official equipment rental rate schedule which is in effect on the date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by Owner. Rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor as payment is included in payment for labor. Payment will not be made for time in which equipment is inoperative due to breakdowns.

1. For Contractor- or Subcontractor-owned equipment on Site, payment for equipment use will be for time equipment is in operation on extra Work being performed or on standby as approved by Owner.
 2. For rented equipment on Site, the following shall be used in computing rental time of equipment:
 - a. When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
 - b. When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.
 3. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
 - a. Owner will pay for costs of loading and unloading equipment.
 - b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
 - c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.
 - d. Owner will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
 4. For rented equipment, rental period may begin at the time equipment is unloaded at Site of extra Work and terminate at the end of the performance of the extra Work or Day on which Owner directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and Owner's legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less the number of hours equipment is inoperative due to breakdowns.
- D. Work Performed by Special Forces or Other Special Services: When Owner and Contractor, by agreement, determine that a special service or item of extra Work cannot be performed by forces of Contractor or those of any Subcontractors, the service or extra Work item may be performed by a specialty contractor. Invoices for the service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of the special service industry to provide complete itemization. In those instances when Contractor is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. Owner must be notified in advance of all off-Site Work. In lieu of overhead and profit provided in Paragraph 1.5B of this Section 01250, 15 percent will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

1.7 FORCE-ACCOUNT WORK

- A. If it is impracticable because of nature of Work, or for any other reason, to fix an increase or decrease in price definitely in advance, the Contractor may be directed to proceed at a not-to-exceed (NTE) maximum price which shall not under any circumstances be exceeded. Subject to such limitation, such extra Work shall be paid for at the actual necessary cost for

- Force-Account Work or at the negotiated cost, as determined by Owner. The cost for Force-Account Work shall be determined pursuant to Paragraphs 1.5 and 1.6 of this Section 01250.
- B. Force-Account Work shall be used when it is not possible or practical to price out the changed Work prior to the start of that Work. In these cases, Force-Account Work will be utilized during the pricing and negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the Work under Force-Account is no longer necessary. Force-Account Work shall also be used when negotiations between Owner and Contractor have broken apart and a bilateral agreement on the value of the changed Work cannot be reached. Owner may approve other uses of Force-Account Work.
- C. Whenever any Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to Owner each Business Day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding Day, by using the Cost Proposal form attached hereto. No claim for compensation for Force-Account Work will be allowed unless report shall have been made.
- D. Whenever Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to Owner when 75 percent of the NTE amount has been expended.
- E. Force-Account Work shall be paid as extra Work under this Section 01250. Methods of determining payment for Work and materials provided in this Paragraph 1.7 shall not apply to performance of Work or furnishings of material that, in judgment of Owner, may properly be classified under items for which prices are otherwise established in Contract Documents.

1.8 OVERHEAD DEFINED FOR MODIFICATIONS

- A. The following constitutes charges that are deemed included in overhead for all Contract Modifications, including Force-Account Work or Field Directive Work, whether incurred by Contractor, Subcontractors, or suppliers, and Contractor shall not invoice or receive payment for these costs separately:
1. Drawings: field drawings, Shop Drawings, as-builts, etc., including submissions of drawings
 2. Routine field inspection of Work proposed
 3. General superintendence
 4. General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation as necessary
 5. Computer services
 6. Reproduction services
 7. Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries
 8. Janitorial services
 9. Temporary on-Site facilities:
 - a. Offices
 - b. Telephones, modems, and wireless routers
 - c. Plumbing
 - d. Electrical: Power, lighting
 - e. Platforms
 - f. Fencing, etc.
 - g. Water

- h. Sanitation
- 10. Home office expenses
- 11. Insurance and Bond premiums
- 12. Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents
- 13. Surveying
- 14. Estimating
- 15. Protection of Work
- 16. Handling and disposal fees
- 17. Permit fees
- 18. Final cleanup
- 19. Other incidental Work

1.9 EFFECT OF PAYMENT

- A. Change Order Compensation is All Inclusive.
 - 1. Except as provided expressly below regarding changes that extend the Contract Time, payment of calculated cost of extra work constitutes full and complete compensation for costs or expense arising from the extra Work, and is intended to be all inclusive.
 - 2. Payment for Direct Cost of Construction is intended to be all-inclusive. Any costs or risks not delineated within cost of labor, equipment or materials herein, shall be deemed to be within the costs and risks encompassed by the applicable Markups and unallowable in any separate amount.
 - 3. Payment of Markup is intended to be all-inclusive. Contractor waives claims for any further or different payment of cost and risk items delineated herein, other than the allowable percentage Markup on costs set forth in the Contract Documents; such separate, further or different cost or risk items shall be unallowable, waived, and liquidated within the allowable percentage Markup.
 - 4. Contractor shall recover no other costs or markups on extra work of any type, nature, or description.
- B. Exception for Changes Extending the Contract Time.
 - 1. Where a change in the Work extends the Contract Time, Contractor may request and recover additional, actual direct costs, provided Contractor can demonstrate such additional costs are (i.) actually incurred performing the Work, (ii.) not compensated by the Markup allowed, (iii) directly result from the extended Contract Time; and (iv) are otherwise compensable pursuant to Paragraph 11.4 of Section 00700 (General Conditions). Contractor shall make such request and provide such documentation following all required procedures, documentation and time requirements in the Contract Documents, and subject to all contract limitations of liability. Contractor may not seek or recover such costs using formulas (e.g., Eichleay).
- C. Limits of Liability.
 - 1. The foregoing limits of compensation apply in all cases of claims for changed Work, whether calculating CPs, Change Orders, or Field Directives, or calculating claims and/or damages of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Contractor may recover no other costs arising out of or connected with the performance of extra Work, of any nature.

2. Under no circumstances may Contractor claim or recover special, incidental, or consequential damages against Owner, its representatives or agents, whether arising from breach of contract, negligence, strict liability or other tort or legal theory, unless specifically and expressly authorized in the Contract Documents.
3. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as expressly provided for in Contract Documents.

1.10 MISCELLANEOUS REQUIREMENTS

A. Owner-Furnished Materials.

1. Owner reserves the right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and Markup on such materials.

B. Records and Certification.

1. All charges shall be recorded daily and summarized in a form acceptable to Owner. Contractor or authorized representative shall complete and sign this form each Day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; and a list by size type and identification number of equipment and hours operated.
2. Owner has the right to audit, inspect, or copy all records maintained or in possession of Contractor relating to or pertaining to this Contract, including financial records and Escrow Bid Documents, if any, and any transaction or activity occurring or arising out of, or by virtue of, the Contract. If Contractor is a joint venture, right of Owner shall apply collaterally to same extent to the records of the joint venture, and of each individual joint venture member. This right shall be specifically enforceable, and any failure of Contractor to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to the Article 12 of Section 00700 (General Conditions).

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

COST PROPOSAL (CP)

Sonoma Clean Power Advanced Energy Center

CP Number: _____

Date: _____

In Response To _____
RFP #, etc.

To: Sonoma Clean Power Authority
Attention: Contract Administration

Subject Ref. No: _____
(for Owner's Project Manager use only)

50 Santa Rosa Avenue, Santa Rosa, CA 95404

Phone: (707) 978-3463

From: [Insert Contractor's Name/Address]

This Cost Proposal is in response to the above-referenced _____ [insert RFP, etc. as applicable].

Brief description of change(s): _____

ITEM DESCRIPTION	PRIME CONTR.	SUB 1	SUB 2	SUB 3	SUB 4	TOTAL
MATERIAL						
DIRECT LABOR COST						
EQUIPMENT						
Other (Specify)						
Total Cost						
Subcontractor's Markup for Overhead and Profit 15 percent	X					
Contractor's Markup for Overhead and Profit 15 percent (Labor and Materials)		X	X	X	X	
Contractor's Markup for Overhead and Profit 10 percent (Equipment Rental)		X	X	X	X	
Markup for Overhead and Profit to Contractor for Subcontractor's Work 5 percent	X					
GRAND TOTAL						
(percent of Total Cost above not including any Markup for Overhead and Profit) [Grand Total divided by Total Cost]						

REQUESTED CHANGE IN CONTRACT TIME (DAYS)						

By Contractor:

Signature:

Date:

SECTION 01330

SUBMITTALS

ARTICLE 1 - GENERAL

1.1 SCHEDULE OF SUBMITTALS

- A. Contractor shall prepare for Owner's review and acceptance prior to commencement of Work on the Site, for purposes of contract administration, a schedule of submittals required to complete the Work, prepared by Contractor and accepted by Owner for contract administration. Schedule of submittals shall include, for each submittal: the specification or drawing reference requiring the submittal, if applicable; the material, item, or process for which the submittal is required; the submittal number and identifying title of the submittal; the Contractor's anticipated submission date and the approval need date.
- B. Contractor shall update monthly the schedule of submittals to reflect actual submission and acceptance dates for submittals. Review by Owner of schedule of submittals does not excuse Contractor of obligation to supply, schedule, and coordinate all submittals required by the Contract Documents.

1.2 CONTRACTOR TO SUBMIT SHOP DRAWINGS, PRODUCT DATA, AND SUBMITTALS

- A. Transmit each item with the Submittal transmittal form (included at the end of this Section 01330).
- B. Within ten Days after Contract Time commences to run, submit complete list of major products proposed for use (included at the end of this Section 01330, if required), with name of manufacturer, telephone number, trade name, and model number of each product. Tabulate data by Specification Section.
- C. Contractor shall review for compliance with Contract Documents, approve and submit to Owner Shop Drawings, Product Data, Samples, and similar submittals required by Contract Documents.
- D. Contractor shall schedule and submit concurrently submittals covering component items forming a system or items that are interrelated. Contractor shall include certifications to be submitted with the pertinent drawings at the same time.
- E. Contractor shall coordinate scheduling, sequencing, preparing, and processing of all submittals with performance of Work so that work will not be delayed by submittal processing.
- F. Submittals shall specifically identify any Work depicted that does not conform to the Contract Documents.
- G. Submit one electronic copy of Submittals required by Contract Documents.
- H. Submit one hard copy, after Owner's favorable review, of Submittals that require a wet signature.

1.3 OWNER REVIEW OF SHOP DRAWINGS, PRODUCT DATA, AND SUBMITTALS

- A. After review by Owner of each Submittal, material will be returned to Contractor with actions defined as follows:
1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with general design concept of the Work, future Submittals and additional partial Submittals for any portions of the Work not covered in this Submittal. Does not constitute acceptance or deletion of specified or required items not shown on the Submittal.
 2. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as item 1 above, except that minor corrections as noted shall be made by Contractor.
 3. REVISE AS NOTED AND RESUBMIT - Rejected because of major inconsistencies or errors that shall be resolved or corrected by Contractor prior to subsequent review by Owner.
 4. REJECTED - RESUBMIT - Submitted material does not conform to Drawings and/or Specifications in major respect, i.e.: wrong size, model, capacity, or material.
- B. Favorable review will not constitute acceptance by Owner of any responsibility for the accuracy, coordination, or completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to back-check comments, corrections, and modifications from Owner's review before fabrication. Contractor, Subcontractors, or suppliers may prepare Submittals, but Contractor shall ascertain that Submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. Owner's review will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of Submittal, method of Work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by Owner, or any officer or employee thereof, and Contractor shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of Work or material and equipment so accepted. Favorable review shall be considered to mean merely that Owner has no objection to Contractor using, upon Contractor's own full responsibility, plan or method of Work proposed, or furnishing materials and equipment proposed.
- C. Unless otherwise specified, Owner's review will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- D. Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been favorably reviewed by the Owner; otherwise, any such Work is at Contractor's sole risk.
- E. Normally, Submittals will be processed and returned to Contractor within **14 Days** of receipt.

1.4 PRODUCT DATA

- A. Product or Catalog Data:
 - 1. Manufacturers' standard drawings shall be modified to delete non-applicable data or include applicable data.
 - 2. Manufacturers' catalog sheets, brochures, diagrams, schedules, charts, illustrations, and other standard descriptive data:
 - a. Mark each copy to identify pertinent materials, products, or models.
 - b. Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams and controls.
 - 3. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
 - 4. Material Safety Data Sheets:
 - a. In addition to MSDSs otherwise required by the Contract Documents, submit MSDSs for any products containing a hazardous substance such as paints, solvents, thinners, varnish, lacquer, glues and adhesives, mastics, sealants, equipment fuel, equipment lubricant, or other materials needed for the Project as required by the individual Specification Sections or as otherwise specified in the Contract Documents.
 - b. MSDSs must be submitted with Product Data Submittal in order for the Submittal to be reviewed.
- B. Supplemental Data:
 - 1. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to Project.

1.5 SHOP DRAWINGS

- A. Minimum Sheet Size: 8½ inches by 11 inches. All others: multiples of 8½ inches by 11 inches, 34 inches by 44 inches maximum.
- B. The electronic copy will be marked with Owner's review comments and returned to Contractor.
- C. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to Work.
- D. Include manufacturers' installation instructions when required by Specification Section.
- E. If Contractor submits Shop Drawings for items that Shop Drawings are not specified, Owner will not be obliged to review them.
- F. Contractor is responsible for procuring copies of Shop Drawings for its own use as it may require for the progress of the Work.
- G. Shop Drawings shall be drawn to scale and completely dimensioned, showing plan view together with such sectional views as are necessary to clearly show construction detail, materials, and methods.

1.6 SAMPLES

- A. Submit full range of manufacturers' standard colors, textures, and patterns for Owner's selection.
- B. Submit Samples to illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Coordinate Submittal of different categories for interfacing Work.
- C. Include identification on each Sample, giving full information.
- D. Sizes: Unless otherwise specified, provide the following:
 - 1. Paint Chips: Manufacturers' standard.

2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square.
3. Linear Products: Minimum 6 inches, maximum 12 inches long.
4. Bulk Products: Minimum 1 pint, maximum 1 gallon.
- E. Full size Samples may be used in Work upon approval by Owner.
- F. Quantity: two.
- G. Field Samples and Mock-ups (if applicable):
 1. Erect field Samples and mock-ups at Site in accordance with requirements of Specification Sections. If testing is conducted, record and certify results and full Contract compliance.
 2. Modify or make additional field Samples and mock-ups as required to provide appearance and finishes approved by Owner.
 3. Approved field Samples and mock-ups may be used in Work upon approval by Owner.
 4. Construct or prepare as many additional Samples as may be required, as directed by the Owner, until desired textures, finishes, and/or colors are obtained.
 5. Accepted Samples and mock-up shall serve as the standard of quality for the various units of Work.
- H. No review of a Sample shall be taken in itself to change or modify the requirements in the Contract Documents.
- I. Finishes, materials, and workmanship in the completed Work shall match accepted Samples.
- J. Samples will not be returned to Contractor.

1.7 LAYOUT DRAWINGS

- A. If requested by Owner, Contractor shall prepare and submit layout drawings of all equipment and piping at not less than 1/4" scale. The layout drawings shall show the location of all equipment as well as locations of all valves, piping, fittings, and other pertinent items. The layout drawings shall also show beams, ceiling heights, walls, floor-to-floor dimensions, columns, doors, and other major architectural and structural drawings.

1.8 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.

- d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - f. Indicate required installation sequences.
 - g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to the Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
 2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
 3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
 5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
 6. Mechanical and Plumbing Work: Show the following:
 - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
 - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
 - c. Fire-rated enclosures around ductwork.
 7. Electrical Work: Show the following:
 - a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger.
 - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
 - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
 - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
 8. Fire-Protection System: Show the following:
 - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
 9. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.
 10. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 01 3300 "Submittal Procedures."
 - a. licensing agreement in the form of AIA Document C106.
- C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:

- a. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.
- b. File Submittal Format: Submit or post coordination drawing files using Portable Data File (PDF) format.
- c. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
 - 1) Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
 - 2) Digital Data Software Program: Drawings are available in Autodesk 'Revit'.
 - 3) Contractor shall execute a data licensing agreement in the form of AIA Document C106.

1.9 QUALITY ASSURANCE/CONTROL SUBMITTALS

- A. Design Data:
 1. Indicate that material or product conforms to or exceeds specified requirements.
- B. Test Reports:
 1. Indicate that material or product conforms to or exceeds specified requirements.
 2. Reports may be from recent or previous tests on material or product, but shall be acceptable to Owner. Comply with requirements of each individual Specification Section.
- C. Certificates:
 1. Indicate that material or product conforms to or exceeds specified requirements.
 2. Submit supporting reference data, affidavits, and certifications as appropriate.
 3. Certificates may be recent or from previous test results on material or product, but shall be acceptable to Owner.
- D. Manufacturers' Instructions:
 1. Include manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
 2. Identify conflicts between manufacturers' instructions and Contract Documents.
- E. Work Plans:
 1. Submit Work Plans with sufficient detail to clearly indicate compliance with Specification requirements and to clearly describe by what means and methods Contractor intends to execute the subject Work.

1.10 INSTALLATION, OPERATION, AND MAINTENANCE MANUAL (IF APPLICABLE)

- A. Sheet Size: 8½ x 11 inch
- B. Drawing Size: Reduce drawings or diagrams to an 8½ x 11 inch or 11 x 17 inch size. However, where reduction is not practical to ensure readability, fold larger drawings separately and place in vinyl envelopes bound into the binder. Identify vinyl envelopes with drawing numbers.
- C. Binding: Bind in heavy-duty white vinyl D-ring binders (locking rings), not more than 3" thick, with standard three-hole punch, two inside pockets, and a clear overlay (front pocket). Binder shall be no more than 80% full.
- D. Multiple Items: Multiple items may be combined into one binder; tab each section with plastic-coated dividers.

- E. Volumes: create volumes, numbered sequentially, as appropriate.
- F. Page Protectors: Provide plastic sheet lifters prior to first page and following last page.
- G. Binder title: Include the following title on front and spine of binder(s):

[FULL PROJECT NAME]
 INSTALLATION, OPERATION, AND MAINTENANCE MANUAL, [YEAR]
 VOLUME [__(number) of __(total number of volumes)]

H. Contents:

- 1. Introductory Information:
 - a. Title page providing the same information as paragraph 1.10G above
 - b. Contractor’s name, address, email address, website address, and telephone number
 - c. Table of Contents: include a complete table of contents in each volume, if applicable
 - 2. Include, at a minimum, the following detailed information for each item as applicable and as required by individual Specification Sections:
 - a. Bill of materials: include manufacturer, complete model number, quantity, and equipment location.
 - b. Operational information:
 - 1) Equipment function, normal operating characteristics, limiting operations.
 - 2) Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions.
 - 3) A list of recommended spare parts with a price list, predicted life of parts subject to wear, and a list of spare parts provided under this Contract.
 - 4) Instrumentation or tag numbers relating the equipment back to the Contract Documents.
 - c. Maintenance information:
 - 1) Assembly, disassembly, installation, alignment, adjustment, and checking instructions.
 - 2) Lubrication and maintenance instructions including specific type and amount of lubricant and recommended lubrication interval.
 - 3) Outline, cross-section, and assembly drawings; engineering data; and electrical diagrams, including elementary diagrams, labeled wiring diagrams, connection diagrams, word description of wiring diagrams, and interconnection diagrams.
 - 4) Test data and performance curves.
 - 5) Parts lists or other documents packed with equipment when delivered.
 - 6) Instrumentation or tag numbers relating the equipment back to the Contract Documents.
 - 7)
 - d. Troubleshooting guide.
 - e. Delete information that is not pertinent to the Project.
 - 3. Index: alphabetical by keyword
- I. Final Submittal: Upon favorable review of Installation, Operation, and Maintenance Manual(s) by Owner, deliver one electronic copy on flash drive and two hard copies of the final approved Installation, Operation, and Maintenance Manual(s). Electronic media format copy shall be searchable and include all tables, charts, drawings, codes and all other matters reflected in hard copies.

ARTICLE 2 - PRODUCTS - NOT USED

ARTICLE 3 - EXECUTION - NOT USED

END OF SECTION

MAJOR PRODUCTS LIST

	Specification Section Number	Product	Name of Manufacturer, Trade Name, Model Number	Telephone number
1.				
2.				

SUBMITTAL, TRANSMITTAL NO.

Project Name: Sonoma Clean Power Advanced Energy Center Tenant Improvements		Date Received:	
Owner: Sonoma Clean Power Authority Attention: Construction Management Team 50 Santa Rosa Avenue Santa Rosa, CA 95404		Checked By:	
Contractor: Address:		Log Page: Specification Section Number:	
Attention:		1st Submittal <input type="checkbox"/>	Resubmittal <input type="checkbox"/>
<p style="text-align: center;">By _____ Date _____</p> <p>Contractor's signature above shall constitute Contractor's representation that it has satisfied its obligations under the Contract Documents with respect to Contractor's review and approval of Submittals.</p>			
Date Transmitted:		Previous Transmittal Date:	
No. Copies	Description	Manufacturer	Dwg. or Data No. Action Taken*

Remarks:

* The action designated above is in accordance with the following legend:

A - No Exceptions Taken

B - Make Corrections Noted (No Resubmission Required)

C - Revise as Noted and Resubmit

D - Rejected - Resubmit

1. Not enough information for review
2. No reproducibles submitted
3. Copies illegible
4. Not enough copies submitted
5. Wrong sequence number
6. Wrong resubmittal number
7. Wrong Specification section number
8. Wrong form used
9. See comments

Comments:

By _____

Date _____

MAINTENANCE SUMMARY

- 1. EQUIPMENT ITEM: _____
- 2. MANUFACTURER: _____
- 3. MODEL NUMBER: _____
- 4. SERIAL NO. (IF APPLICABLE): _____
- 5. NAMEPLATE DATE (HP, VOLTAGE, SPEED, ETC.): _____
- 6. MANUFACTURER'S LOCAL REPRESENTATIVE
NAME: _____
ADDRESS: _____
TELEPHONE NUMBER: _____ FAX NUMBER: _____ EMAIL: _____
- 7. MAINTENANCE REQUIREMENTS:

MAINTENANCE OPERATION

List briefly each maintenance operation required and refer to specific information in manufacturer's standard maintenance manual, if applicable. _____

FREQUENCY

List required frequency of each maintenance operation. _____

LUBRICANT (IF APPLICABLE)

Refer by symbol to lubricant list as required. _____

COMMENTS

8. LUBRICANT LIST: REFERENCE SYMBOL

(A-) (B-) (C-) (D-)

List symbols used. List equivalent lubricants as distributed and recommended by manufacturer's representative listed in item 6 above.

9. SPARE PARTS:

Include your recommendations regarding what spare parts, if any, should be kept on the job.
