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Standards Update Transmittal

Reference Number: 2023-05
Standards: Standard Construction Specifications, Section 5-8 Contractor’s Submittals

Update:

1. Modification to Standard Construction Specifications:
 - a. Section 5-8.01 – Submittals – General and Section 5-8.05 Maintenance and Operations (M&O) Submittals, revision to existing specifications to allow for use of electronic submittals by the Construction Contractor and City approval.

Effect of Update:

1. This modification will document for the preparation of electronically generated submittals for City review, use, and approval currently being used by Construction Contractors and City.
2. Formally document required standards for electronic submittals provided to City by Consultant Engineering Firms, and Contractors.

Request for Update Initiated By:	Edward G. McCarthy, PE	10/12/2022
Update Reviewed for Conformity and Consistency to Standards:	<u>Shoaib Akhary</u> Shoaib Akhary, PE, ESD Manager	4/24/2023 8:59 AM PDT Date
Update to Standards Approved:	<u>Jeffrey R. Werner</u> Jeffrey R. Werner, PE, City Engineer	4/25/2023 3:54 PM PDT Date

5-8 CONTRACTOR'S SUBMITTALS

5-8.01 Submittals - General

The Contractor shall furnish all shop drawings, plans, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's instructions as required in the Contract, and any other information required to demonstrate that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract. Submittals shall be submitted by the dates specified in the Contract or as directed by the Engineer.

The City may accept electronic submittals in an Adobe portable document format (pdf) if requested by the Contractor and approved by the Engineer. Acceptance of electronic submittal documents and review procedures will be addressed during the pre-construction meeting. Certain submittals will not be allowed to be submitted electronically, including material color samples, material samples, and mock-ups of material surface samples. Electronic submittals shall include a transmittal coversheet as part of the submittal similar to hard copy submittals. Time for review of electronic submittals will be the same as hard copy submittals as listed below.

Hard copy submittals for systems shall be bound together and include all information for the system. Three (3) copies of all submittals shall be furnished, one (1) of which will be returned after review. Depending on the complexity of the submittal, the number of submittals, and the express needs of the Contractor, the submittal shall be returned to the Contractor within ten (10) days unless otherwise specified in the contract documents, exclusive of any time awaiting clarification or further information. Submittals shall be transmitted using submittal transmittal forms provided by the City or on a different form approved by the Engineer. Where any item of the work is required to be installed in accordance with the manufacturer's recommendations, the Contractor shall furnish three (3) complete sets of the manufacturer's installation recommendations to the City prior to starting the installation. These submittals will be retained by the City.

If the information furnished in a submittal shows any deviation from the Contract requirements, the Contractor shall, by a statement in writing accompanying the information, advise the City of the deviation and state the reasons. It shall be the Contractor's responsibility to ensure there is no conflict with other submittals and to notify the City in any case where the Contractor's submittal may concern work by another contractor or the City. The Contractor is solely responsible for coordination of submittals among all related crafts performing the Work. The Contractor shall verify that its Subcontractors' submittals are complete in every way and meet the requirements of the Contract.

The approval of the Contractor's submittals shall not relieve the Contractor of responsibility for any error or of any obligation for accuracy of dimensions and details, for agreement with and conformity to the Contract, or responsibility to fulfill the Contract as prescribed. Nor shall such approval be considered as approval of any deviation or conflict unless the City has been expressly advised of the same as set forth immediately above, and the City has expressly approved such deviation or conflict in writing.

The Contractor shall make no changes to any submittal after it has been approved, and the equipment or materials shall not deviate in any way except with written approval by the City. Fabrication or other work performed in advance of approval shall be done

entirely at the Contractor's risk.

Minimum requirements for submittals are contained in these Specifications. Additional and/or project-specific requirements may be contained in the Contract. The Contractor is responsible for identifying and providing all required submittals.

5-8.02 Resubmittals

Resubmittals shall address all comments from the City. Partial resubmittals may be returned "REJECTED". The Contractor is responsible for the City's review costs for each resubmittal in excess of the first resubmittal. These costs will be back charged to the Contractor and will be deducted from progress payments.

5-8.03 Submittals Containing Proprietary Information

All required information shall be provided even though some or all of such information may be considered proprietary. If any of the information required herein is considered proprietary shall be executed between the City and the Contractor, stipulating that all such information will be supplied by the Contractor and kept confidential by the City. All proprietary data shall be identified as part of the Contractor's Bid. Proprietary information is defined as any information or data describing or defining a product, process or system which 1) was developed at the expense of the Contractor, a Subcontractor or supplier; 2) is not generally available in the industry; and 3) is kept secret by its owner for purposes of preventing its use by others. Application software and all other documentation, or any other product, prepared by the Contractor, Subcontractor, or supplier at the expense of the City for specific use on the facility being constructed under the Contract shall not be considered proprietary.

All submitted proprietary information shall describe the final record Work. No part of the Work covered by the proprietary agreement shall be modified after proprietary submittal acceptance until updated proprietary information has been submitted by the Contractor and accepted by the City. Updated proprietary information shall fully document all modifications to be implemented. All proprietary data shall be marked "PROPRIETARY" by the Contractor.

5-8.04 Electrical, Instrumentation, Control, and Communication Systems

Electrical, instrumentation, control, and communication system drawings shall include elementary and loop diagram drawings, functional single line system layout drawings, connection drawings, interconnection drawings, panel/cabinet fabrication drawings, and detailed circuit board and component drawings. Detailed circuit schematics and circuit board layout drawings shall clearly show, locate, and identify all components and wiring. Each circuit board component shall be identified by the component's original manufacturer name and part number. Industry standard part numbers shall be used. Component values, voltage/current levels, setpoints, and timing values shall be defined. Drawings shall be in the latest version of AutoCAD or other electronic reproducible medium specified by the City.

Complete annotated software/firmware source code listings and program documentation shall be provided for all electronic/electrical systems, subsystems, assemblies, parts, components, and equipment that incorporate programmable devices. All instructions and hardware necessary to load, store, modify, and activate software/firmware source codes and programs shall be provided.

Not more than seventy percent (70%) of all electronic/electrical work shall be paid for

until all proprietary information has been submitted and approved. All submitted proprietary information shall be that which describes the final as-built work. No part of the work covered by the proprietary agreement shall be modified after proprietary submittal acceptance until after updated proprietary information has been submitted by the Contractor and accepted by the City. Updated proprietary information shall fully document all modifications to be implemented. All proprietary data shall be marked "PROPRIETARY" by the Contractor.

5-8.05 Maintenance and Operations (M&O) Submittals

For use in subsequent maintenance and operations, the Contractor shall furnish, unless otherwise provided for in the Special Provisions, one (1) set of all documents in pdf format electronically, one (1) paper original, and five (5) paper copies, all separately bound and indexed, of maintenance and operation information, including all the latest and highest level of factory maintenance manuals that are available to factory representatives with a three-year subscription to newsletters and updates supplied by the manufacturer covering all equipment and systems included in the Contract. The City may withhold up to thirty percent (30%) of the Total Contract Price until M&O submittals have been submitted and approved. The submittal shall include at a minimum:

- Drawings
- Illustrations
- Parts lists
- Wiring diagrams of systems
- Internal wiring diagrams and circuit board schematics and layout drawings
- Manufacturer's recommended spare parts lists
- Name, address and phone number of nearest parts and service City
- Systems balance data
- Maintenance and service instructions
- Operation instructions
- Software including annotated source lists and programs

The submittal of maintenance and operation information is required for all mechanical, electrical, instrumentation, control, communications, sound, or special equipment and systems. The Contractor shall submit the required data for review at least thirty (30) Calendar Days prior to any required training or the final inspection date. Corrections, additions, and/or resubmittal of data shall be made as directed by the City.

The City, and such representatives as the City may designate, shall receive complete maintenance and operating instructions for all items included above prior to final inspection of the Work.