

SECTION 01600 - MATERIAL AND EQUIPMENT

1.0 STORAGE OF MATERIALS

Materials shall be stored in such a manner as to ensure the preservation of their quality and fitness for the Work. When considered necessary by the Construction Manager, materials shall be placed on platforms or other hard, clean surfaces, and covered when directed.

Materials shall be stored so as to facilitate inspection. Storage areas shall be suitably fenced, if necessary to protect the public or the material.

Unless otherwise designated in the General Requirements, locations and arrangements for storage sites for materials and equipment outside the limits of work, shall be selected and maintained by the Contractor at its expense. Full compensation for furnishing such storage sites as may be necessary or required by the Contractor shall be considered as included in the price bid and no additional compensation will be allowed therefor. The City shall be specifically exempted in any agreement from any liability incurred from the use of private property for construction purposes. Use of portions of the City's area at the site for materials and equipment storage shall be permitted only upon the approval of the Construction Manager.

2.0 HAZARDOUS MATERIALS

The storage and handling of potential pollution causing and hazardous materials, including but not necessarily limited to, gasoline, oil and paint shall be in accordance with all local, state and federal requirements. All hazardous materials shall be stored and handled in strict accordance with the Material Safety Data Sheets for the products. Material Safety Data Sheets, shall be submitted to the Construction Manager prior to the delivery of materials to the project. Hazardous materials shall be removed and legally disposed as soon as no longer needed for project work. All spills of potential pollution causing and hazardous materials shall be contained, cleaned-up, removed and legally disposed, and remediated completely at no additional cost to the City.

3.0 MATERIAL AND EQUIPMENT SUBSTITUTIONS

3.1 General

In preparing these Specifications, the Design Consultant has named those products which to its knowledge meet the Specifications and are equivalent in construction, functional efficiency, and durability.

Wherever catalog numbers and specific brands or trade names preceded by "similar and equal" or followed by the designation "or equal" are used in conjunction with a designated material, product, thing, installation, or service mentioned in these Specifications, they are used to establish the standards of quality and utility required.

The first-named manufacturer is the basis for the project design and the use of alternative-named or unnamed manufacturer's products proposed by the Contractor may require modifications in the project design and construction. Where only one product has been

named by brand, it is the only brand, trade name, or manufactured product known to the Design Consultant that meets these Specifications.

Wherever catalog numbers and specific brands or trade names not preceded by designation "similar and equal" nor followed by the designation "or equal", are used in conjunction with a designated material, product, thing, installation, or service mentioned in these Specifications, to ensure compatibility with existing facilities, no substitutions will be allowed. Reference Paragraph 00100-19.0, **SUBSTITUTIONS DURING BIDDING**.

3.2 Substitutions

Substitutions which are equal in quality and utility to those specified will be permitted, subject to the following provisions. For this purpose, the Contractor shall submit to the Construction Manager in accordance with Public Contract Code Section 3400, no later than thirty five (35) days after the Notice to Proceed, a typewritten list containing a description of each proposed substitute item or material. Sufficient data, drawings, samples, literature, calculations, or other detailed information as will demonstrate to the Design Consultant that the proposed substitute is equal in quality and utility to the material specified shall be appended to this list. The Design Consultant will favorably review in writing such proposed substitutions as are, in its opinion, equal in quality to the items or materials specified. In the event that a substitute is favorably reviewed, fifty percent (50%) of all savings shall be credited to the City.

Failure of the Contractor to submit proposed substitutions for review in the manner described above and within the time prescribed shall be sufficient cause for rejection by the Construction Manager of any substitutions otherwise proposed.

3.3 Modifications and Costs

If named alternatives or substitutions are proposed by the Contractor and favorably reviewed by the Design Consultant, the Contractor is responsible for providing, at no additional cost to the City, any electrical, mechanical, structural, or other related changes or testing that may be required to accommodate or provide the particular material or equipment the Contractor desires to use. Any deviation from the Specifications or the Drawings resulting from the type of material or equipment to be used shall not be the basis for any "extra charges" above and in excess of the original bid price of the work.

In addition the Contractor is responsible for all additional costs to the City, and its agents and representatives, for evaluation of data submitted by the Contractor for alternative named or substitutions and any redesign necessary. The City shall deduct said costs from the Contract monies due the Contractor.

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