

SECTION 013300
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 DESCRIPTION OF WORK

- A. The Work of this Section includes, but is not limited to, requirements for the following procedures:
1. Submittal schedule.
 2. Product data.
 3. Shop drawings.
 4. Samples.
 5. Colors and finishes.
 6. Calculations.
 7. Informational submittals.
 8. Action on submittals.
 9. Substitution requests.
- B. Sustainable Design Intent: Refer to Section 018113 - SUSTAINABLE DESIGN REQUIREMENTS for certification level and certification requirements.
- C. Related work includes, but is not limited to, the following work under other Sections:
1. Availability and restrictions for use of electronic copies of Contract Document: Section 011400 – Work Restrictions.
 2. Specific requirements for submittal of construction schedules: Section 013200 Construction Progress Documentation.
 3. Specific requirements for submittal of schedule of values: Section 012400 – Schedule of Values.
 4. Requirements for submittal of coordination drawings: Section 013100 – Project Management and Coordination.
 5. Submittal of final record drawings and other documents: Section 017839 – Project Record Documents.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action. Action submittals include product data, shop drawings and samples.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals include calculations and other informational submittals described in this Section.

- C. Substitutions: Changes in products, materials, equipment and methods of construction from those required by the Contract Documents, as proposed by the Contractor and not considered “or equal”. Refer to definition of “or equal” in Section 011100 – Summary of Work.

1.4 SUBMITTALS

A. Submittal Schedule:

1. Within 21 calendar days after signing the Agreement, prepare and submit for the Architect's approval a schedule of Shop Drawings, Product Data and Samples required to be submitted for the Work.
 - a. The schedule shall indicate by trade the date by which final approval of each item must be obtained, and shall be revised as required by conditions of work, subject to the Architect's approval.
 - b. The schedule shall be derived from the Contractor's CPM Schedule.
2. The Architect's review, including Consultant's review period, will not exceed 21 working days (excluding weekends & holidays) from the date on which the Architect receives the submission. Contractor shall strictly adhere to the established dates set forth by the Schedule of Submittals specified above in paragraph 2.01 A.
3. Each submittal shall be made no later than 60 days prior to the time for incorporation of the item into the Work, or earlier under the following conditions:
 - a. As required to furnish and deliver to the site the specific item or items required, with sufficient time to allow proper examination and review of such submittals.
 - b. If the item in question is to be incorporated in the work prior to the expiration of 60 calendar days from the time of execution of the Contract, the aforesaid written notice shall be submitted to the Architect immediately following the execution of the Contract.
 - c. Substitutions: Each request for a substitution shall be made no later than 90 days prior to the time for incorporation of the item into the Work.
4. No item, material, article, system or piece of equipment requiring approval of the Architect shall be ordered or installed until such approval has been obtained.
5. Contractor shall provide the Owner's Project Manager and Clerk of the Works with software and training for programs used to schedule, and track Shop Drawings, Samples, and RFI's.

- ##### B. Product List for Color Selection: To facilitate the preparation of the color schedule, the Contractor shall submit, within forty-five (45) calendar days following date of Award of Contract, unless otherwise extended by the Architect, a list of the names of the manufacturers whose products he proposes to use.

1. List products for which color, finish, pattern, texture, or other related information is a consideration, including, but not limited to the following:
 - a. Exterior materials: Face brick; exterior concrete masonry units; factory-finished metal siding; factory finish for doors, windows and louvers.
 - b. Casework finishes: Solid and veneer wood with transparent finish; plastic laminate.
 - c. Interior finishes: Ceramic tile, acoustical ceiling tile, resilient flooring, carpet, paint.
 - d. Specialties available in a choice of colors: Toilet partitions; lockers; operable panel finishes.
 - e. Other items for which the above properties affect the design.

2. Products listed shall be as specified, unless substitution has been approved.
- C. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 1. Substitution Request Form: Use facsimile of form provided at end of Section.
 2. Documentation: Show compliance with requirements for substitutions listed on the Substitution Request form, and additional requirements as may be requested by the Architect or as otherwise applicable.
- D. Product Data, Shop Drawings, Samples, Schedules and other Submittals: Refer to individual Specification Sections for submittals required.
- E. Confirmation of contract between Contractor and printing company for reproduction of shop drawings as specified in this Section.

PART 2 - PRODUCTS

2.1 SUBMITTAL PREPARATION, GENERAL

- A. Preparation of Submittals: To receive consideration by the Architect, submittals shall be accompanied by a letter of transmittal. Each submittal shall contain the following information on the Drawing title block, or a cover sheet stapled to the submittal:
 1. Project identification
 2. Architect's name
 3. Date of preparation of submission, and of revision if applicable
 4. Submittal number and title of item the Drawings refers to
 5. Architect's Drawing numbers and Specification paragraph number used as a reference in preparing submittal
 6. Contractor's and Subcontractor's names, & addresses and phone numbers
 7. Name of person or firm preparing Drawings
 8. Statement on stamp of approval by the Contractor, signifying that he has seen and examined the submittal and that requirements of the General Conditions have been complied with
- B. Each submittal cover sheet shall contain a clear space approximately 80 square inches for stamps and Architect's comments. Each drawing shall contain a similar space as an additional border on the right or bottom.
- C. Distribution:
 1. Contractor shall electronically deliver submittals to the Architect and its consultants in a format acceptable to the Architect.
 2. Simultaneously, Contractor shall deliver 1 hard copy print to the Architect and its consultants.
 3. Architect and consultants will review submittals, and the Architect will post reviewed submittals on FTP site and/or email to Contractor.
 4. Architect will hand deliver Owner Representative and Contractor hard copies at the weekly site meeting.
 5. Contractor is responsible for distribution to all trades.

2.2 PRODUCT DATA

- A. Manufacturers' Product Literature: For standard manufactured items, submit manufacturer's catalog sheets with illustrated cuts of the items to be furnished.
 - 1. Include scale details, sizes, dimensions, performance characteristics, capacities and other pertinent information.
 - 2. Each submittal of product data shall be accompanied by an appropriate transmittal form with specific reference to the applicable paragraph in the Specifications.
 - 3. Indicate clearly on such printed matter which of several items is being submitted for approval.
- B. If catalog cuts of standard manufactured items show different types, options, finishes, performance requirements, or other variations, those features that the Contractor proposes to furnish shall be clearly circled or otherwise indicated, and all irrelevant diagrams, notes, or other information deleted or canceled.
 - 1. If any variations from the catalog description are proposed or required, such variations shall be clearly noted on the cut by the Contractor.
 - 2. Wiring diagrams shall be produced to address specific project requirements. Catalog cuts of wiring diagrams will not be acceptable.

2.3 SHOP DRAWINGS

- A. The Contractor shall prepare shop drawings showing such features as required by the Technical Specifications Sections, to demonstrate an understanding of the particular conditions unique to this Project.
 - 1. Prepare shop drawings at a scale of at least twice the scale of contract drawings showing the same work.
 - 2. Reproduction of Contract Documents in any form will not be accepted for use as Shop Drawings, unless specifically allowed in writing by the Architect for a particular portion of the Work.
 - 3. Refer to Section 011400 – WORK RESTRICTIONS for permissible use of electronic documents for the purpose of preparation of shop drawings. Use of Project Electronic Files for shop drawing preparation will be subject to the requirements specified in that Section.
- B. Shop Drawings related to various units comprising a proposed assembly shall be submitted simultaneously so that such units may be checked individually and as an assembly.
- C. Shop Drawing Distribution:
 - 1. Shop Drawings shall be submitted through the Contractor directly to the applicable consultant and the Architect.
 - 2. Drawings submitted directly from Subcontractors, manufacturers or vendors, or directly to the Architect's consultants, will be returned to the Contractor without action.
 - 3. The Architect will forward copies of submittals to the Clerk of the Works when so requested for their use. However, it is the responsibility of only the Architect and their Consultants to review and respond to submittals.
- D. Each drawing and print shall have a clear space approximately 80 square inches as an additional border on the right or bottom for stamps and Architect's comments.

- E. Shop Drawings shall clearly indicate all details, sectional views, arrangements, working and erection dimensions, kinds and quality of materials and their finishes, and other information necessary for proper checking and for fabrication and installation of the items, and shall include all information required for making connections to other work and/or adjacent materials.
- F. If any information on previously submitted Shop Drawings, aside from notations made by the Architect is revised in any way, such revision shall be circled or otherwise graphically brought to the Architect's attention. If approved Drawings are subsequently revised, they shall be resubmitted to the Architect with all revisions clearly marked for the Architect's attention. Whenever drawings are revised, the latest revisions shall be circled or otherwise indicated to distinguish them clearly from all previous revisions (and from the information on the original drawing).

2.4 SAMPLES

- A. Submit samples as required under the various Sections of the Specifications. Each sample shall be accompanied by a transmittal and cover sheet as required for all submittals.
- B. Before submitting samples, consult with Architect to determine whether samples are to be submitted to Architect's office, field, or other location.
- C. Samples shall be submitted in triplicate, unless otherwise specified or directed by the Architect.
- D. Samples may be submitted to Architect directly from manufacturers, vendors, suppliers, Subcontractors, or others, but a separate transmittal letter shall be submitted through the Contractor in each such case.
- E. Approved samples of major or expensive items or assemblies, if in good condition and meeting all requirements of the Contract, may be properly marked for identification and used in the Work, provided that all shipping and handling charges are paid by the Contractor.
- F. Each sample shall have a label indicating the material represented, its place of origin, and the names of the producer, the Architect, the Contractor, the Subcontractor and the building or Work for which the material is intended. Samples shall be marked to indicate the Drawing numbers or Specification Paragraph requiring the materials represented.
- G. Approval of samples for color, texture, and other aesthetic qualities shall not be construed as approval of other characteristics.
- H. Approved samples, unless specifically stated by the Contractor as slated for incorporation in the Work, will be kept on file (and accessible for inspection) by the Architect until Final Acceptance of the Project. Any sample not reclaimed by the Contractor within thirty (30) days after Substantial Completion of the Project will be considered unclaimed material, and may be disposed of by the Architect.

2.5 COLORS AND FINISHES

- A. The Architect will prepare a master color schedule indicating the required color, finish, pattern, material, texture, and other pertinent information in connection with interior and exterior finishes.
- B. Color chips shall be submitted for all items having color unless otherwise directed or approved by the Architect. Upon the expiration of such 45-day period, the Architect will proceed with color selection and preparation of final color schedule.

- C. The Architect will select the colors and finishes of a manufacturer within the framework of the Specifications, for each item where the Contractor fails to submit the name of a specific manufacturer within the allotted time, and the Contractor shall provide such materials without additional compensation.

2.6 CALCULATIONS

- A. Calculations Based on Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, submit calculations demonstrating that products and systems comply with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents.
 - 2. Include list of codes, loads, and other factors used in performing these services

2.7 INFORMATIONAL SUBMITTALS

- A. General: Informational submittals comprise written information that does not require Architect's responsive action. Submit to the Architect two copies, or more if specified, for each informational submittal. The Architect will distribute copies to the Owner for their records.
- B. Informational submittals required for the Work include, but are not limited to, the following:
 - 1. Storm Water Pollution Prevention Plan Documentation, as specified in Section 011400 – WORK RESTRICTIONS
 - 2. Calculations for Contractor-engineered work, as specified in particular specification sections in Divisions 2 through 50.
 - 3. Research/evaluation reports and test data as specified in particular specification sections in Divisions 2 through 50.
 - 4. Certifications and other qualification data, as specified in particular specification sections in Divisions 2 through 50.
 - 5. Maintenance data, as specified in particular specification sections in Divisions 2 through 50.
 - 6. Confirmation of contract with printing company as specified in this Section.

PART 3 - EXECUTION

3.1 CONTRACTOR ACTION ON SUBMITTALS

- A. Should the Architect in checking shop drawings or other submittals make changes which the Contractor deems will increase the Contract Price, the Contractor shall so inform the Architect in writing within fourteen (14) days following receipt of the checked submittals and prior to starting fabrication of the item or items. Failing this, the Contractor shall be deemed to have waived all claims for extra compensation for the work involved.

- B. Notes or other information on submittals that are contrary to provisions of the Contract Documents shall be deemed to be addressed to the applicable Contractor, Subcontractor, material supplier or other parties involved, and shall have no force or effect with respect to this Contract, even though the Shop Drawing or Sample involved is approved by the Architect. In particular the terms "By Others", "N.I.C." or words of similar meaning and import on submissions shall not be deemed to imply that the referenced items are to be omitted from this Contract.
- C. The Contractor shall obtain and distribute copies of approved Shop Drawings and other Submittals to his subcontractors and material suppliers needing such information, at no additional cost to the Owner.
- D. The Contractor shall keep on the site, in good order, a complete up-to-date set of all approved Shop Drawings and other Submittals.
- E. Contractor shall assume full liability for delay attributed to insufficient time for delivery and/or installation of material or performance of the Work when approval of pertinent Shop Drawings is withheld due to failure of the Contractor to submit, revise, or resubmit Shop Drawings in adequate time to allow the Architect reasonable time, not to exceed twenty-one (21) working days (excluding weekends & holidays), for normal checking and processing of each submission and resubmission. The Architect will not be limited to twenty-one (21) days when the Shop Drawing Schedule has not been submitted or is not current.

3.2 ARCHITECT ACTION ON SUBMITTALS

- A. Product Data and Shop Drawings: After reviewing product data submittals, the Architect will mark each submittal with one of the following responses
 - 1. The Architect will annotate the transparency or an original copy and apply a stamp including the following information: "Reviewed as required by the Construction Contract Documents and approved, but only for conformance to the design concept of the Work, and subject to further limitations and requirements contained in the Contract Documents."
 - 2. "Rejected". Two copies of each rejected submittal will be returned to the Contractor. Rejected copies shall be resubmitted in the same manner until approval is obtained.
 - 3. The stamp will also contain notes indicating possible actions, namely; "rejected"; "revise and resubmit"; and "furnish as corrected". Architect will check one of the actions.
 - 4. Corrections or comments made on the submittals during this review shall not relieve Contractor from compliance with requirements of the Contract Drawings and Specifications. This check is only for review of general conformance with the design concept of and general conformance with the information given in the Contract Documents. The Contractor is responsible for confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner.
 - 5. For Submittals marked "Rejected", or "Revise and Resubmit", the Architect will have prints made from the marked reproducible Drawings at the Contractor's expense. Such prints shall be used for record purposes and for comparison with subsequent resubmissions. One will be retained by the Architect, one furnished to the applicable consultants, if any, and the transparency returned to the Contractor. Such procedures shall be followed until the Shop Drawing is marked "Furnish as Corrected", or "Reviewed as required by the Construction Contract Documents and approved, but only for conformance to the design concept of the work, and subject to further limitations and requirements contained in the Contract Documents."
 - 6. Submittals marked "Furnish as Corrected" shall be treated in the same manner as Drawings marked "Reviewed as required by the Construction Contract Documents...and

requirements contained in the Contract Documents." The Architect's comments shall be considered part of the original Drawings. Should the Contractor disagree with such comments, he shall so notify the Architect in writing within fourteen (14) days after receipt of such Drawings and before commencing work on the items in question. Failing this, the Contractor shall be deemed to have accepted full responsibility for implementing such comments at no additional cost to the Owner.

- B. Informational Submittals: Architect will review each informational submittal and will review it for general compliance with submittal requirements
 - 1. Architect will process and distribute each informational submittal as for other submittals.
 - 2. Compliant informational submittals will be marked "Reviewed" and stamped copies will be distributed to Owner's Project Manager, Clerk of the Works and Contractor.
 - 3. Informational submittals that do not comply with submittal requirements specified herein and in the section whose work they cover will be returned without any action or stamp. Re-submittal will be required.

- C. Repeated Re-submittals: The Architect will review the initial submittal for each product, and one re-submittal if revisions are required.
 - 1. If the first re-submittal is rejected or requires further revision, the Contractor shall be responsible to the Owner for costs for Additional Services of the Architect to perform review of an extensive number of repeated submittals, until a submittal for that product is accepted by the Architect with no need for further revision.
 - 2. Refer to Section 011400 – WORK RESTRICTIONS, for procedures required in cases where Contractor is responsible to the Owner for costs for Additional Services of the Architect.

3.3 SUBSTITUTIONS

- A. Definition: Substitutions are changes proposed by Contractor for products, materials, equipment, and methods of construction differing from those required by the Contract Documents.

- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - 1. Substitution is requested by completing a copy of Form 013301 – SUBSTITUTION REQUEST FORM, attached to the end of this Section.
 - 2. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - 3. Requested substitution does not require extensive revisions to the Contract Documents.
 - 4. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 5. Substitution request is fully documented and properly submitted.
 - 6. Requested substitution will not adversely affect Contractor's Construction Schedule.
 - 7. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 8. Requested substitution is compatible with other portions of the Work.
 - 9. Requested substitution has been coordinated with other portions of the Work.
 - 10. Requested substitution provides specified warranty.

11. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- C. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 working days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 working days of receipt of request, or 7 working days of receipt of additional information or documentation, whichever is later.
1. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- D. Review of Substitution Requests: The Architect will review Substitution Requests that are submitted in accordance with the requirements of this section, and are shown to be of benefit to the Project.
1. If a request for substitution is incomplete, the Contractor shall be responsible to the Owner for costs for Additional Services of the Architect to perform additional review, until the substitution has been either accepted with no need for further revision, or rejected.
 2. If a request for substitution is shown to be of benefit to the Contractor only and not to the Project, the Contractor shall be responsible to the Owner for costs for Additional Services of the Architect to perform review, redesign or coordination due to such substitution.
 3. Refer to Section 011400 –WORK RESTRICTIONS, for procedures required in cases where Contractor is responsible to the Owner for costs for Additional Services of the Architect.
- E. Form of Acceptance of Substitution: Change Order

END OF SECTION

ATTACHMENT: FORM 013301 – SUBSTITUTION REQUEST FORM