

SECTION 01300 – CONTRACTOR SUBMITTALS

PART 1 – GENERAL

1.1 GENERAL

- A. Wherever submittals are required hereunder, all such submittals shall be submitted to the ENGINEER by the CONTRACTOR.
- B. Within 14 Days after the date of commencement as stated in the Notice To Proceed, the CONTRACTOR shall submit the following items to the ENGINEER for review:
 - 1. A preliminary schedule of Shop Drawings, sample, and proposed substitutes or “or-equal” submittals.
 - 2. A list of all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit.
 - 3. A complete progress schedule for all phases of the Project.
 - 4. Material Safety Data Sheets on products used on the Project.
 - 5. A traffic maintenance plan, as required.
 - 6. A plan for temporary erosion control and pollution control, as required.
 - 7. A letter designating the CONTRACTOR’s Superintendent, defining that person’s responsibility and authority.
 - 8. A letter designating the CONTRACTOR’s safety representative and the Equal Employment Opportunity (EEO) Officer and that person’s responsibility and authority.
 - 9. Individual Mining Plan shall be submitted and approved, by CBJ Engineering, prior to any materials extraction from the CBJ/State Lemon Creek Gravel Pit.
- C. No payments shall be made to the CONTRACTOR until all of these items are submitted in their entirety, as determined by the ENGINEER.

1.2 SHOP DRAWING SUBMITTAL

- A. Wherever called for in the Contract Documents, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER, for review, eight (8) copies of each Shop Drawing submittal. The term “Shop Drawings” as used herein shall be understood to include detail design calculations, Shop Drawings, fabrication drawings, installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, and similar items.
- B. All Shop Drawing submittals shall be accompanied by the CONTRACTOR’s standard submittal transmittal form. Any submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for re-submittal.
- C. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer’s “package” or are so functionally related that expediency indicates review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

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due to any errors in CONTRACTOR submittals. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

1.3 SAMPLES SUBMITTAL

- A. Whenever in the Specifications samples are required, the CONTRACTOR shall submit not less than three (3) samples of each item or material to the ENGINEER for acceptance at not additional cost to the OWNER.
- B. Samples, as required herein, shall be submitted for acceptance a minimum of 21 days prior to ordering such material for delivery to the job site, and shall be submitted in an orderly sequence so that dependent materials or equipment can be assembled and reviewed without causing delays in the WORK.
- C. All samples shall be individually and indelibly labeled or tagged indicating thereon all specified physical characteristics and supplier's names for identification and submitted to the ENGINEER for acceptance. Upon receiving acceptance of the ENGINEER, one (1) set of the samples will be stamped and dated by the ENGINEER and returned to the CONTRACTOR, and one (1) set of samples will be retained by the ENGINEER, and one (1) set of samples shall remain at the job site until completion of the WORK.
- D. Unless clearly stated otherwise, it is assumed that all colors and textures of specified items presented in sample submittal are from the manufacturer's standard colors and standard materials, products, or equipment lines. If the samples represent non-standard colors, materials, products or equipment lines, and their selection will require an increase in Contract Time or Contract Price, the CONTRACTOR will clearly indicate this on the transmittal page of the submittal.

1.4 OPERATIONS AND MAINTENANCE MANUAL SUBMITTAL

- A. The CONTRACTOR shall include in the Operations and Maintenance Manuals for each item of mechanical, electrical, and instrumentation equipment, the following:
 - 1. Complete operating instructions, including location of controls, special tools or other equipment required, related instrumentation, and other equipment needed for operation.
 - 2. Lubrication schedules, including the lubricant SAE grade and type, temperature range of lubricants, and including frequency of required lubrication.
 - 3. Preventive maintenance procedures and schedules.
 - 4. Parts lists, by generic title and identification number, complete, with exploded views of each assembly.
 - 5. Disassembly and reassembly instructions.
 - 6. Name and location of nearest supplier and spare parts warehouse.
 - 7. Recommended troubleshooting and startup procedures.
 - 8. Reproducible prints of the record Drawings, including diagrams and schematics, as required under the electrical and instrumentation portions of these Specifications.
 - 9. Tabulation of proper settings for all pressure relief valves, (low/high) pressure switches and other related equipment protection devices.
 - 10. Detailed test procedures to determine performance efficiency of equipment.

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11. List of all electrical relay settings including alarm and contract settings.

- B. The CONTRACTOR shall furnish to the ENGINEER five identical sets of technical manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard size, 3-ring, loose-leaf vinyl plastic hard cover binder suitable for bookshelf storage. Binder ring size shall not exceed 2.5 inches. A table of contents shall be provided which indicates all equipment in the technical manuals.
- C. All technical manuals shall be submitted complete and in final form to the ENGINEER prior to the requests for final payment.
- D. Incomplete or unacceptable Operations and Maintenance Manuals shall constitute sufficient justification to withhold payment for WORK completed.

1.5 SPARE PARTS LIST SUBMITTAL

- A. The CONTRACTOR shall furnish to the ENGINEER five (5) identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare parts list shall be limited to those spare parts which each manufacturer recommends be maintained by the OWNER in the inventory at the plant site. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to facilitate the OWNER in ordering. The CONTRACTOR shall cross-reference all spare parts lists to the equipment numbers designated in the Contract Documents. The spare parts lists shall be bound in standard size, 3-ring, loose leaf, vinyl plastic hard cover binders suitable for bookshelf storage. Binder ring size shall not exceed 2.5 inches.

1.6 RECORD DRAWINGS SUBMITTALS

- A. The CONTRACTOR shall keep and maintain, at the job site, one record set of Drawings. On these, it shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Drawings, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to indicate, fully, the WORK as actually constructed. These master record Drawings, of the CONTRACTOR's representation of as-built conditions, including all revisions made necessary by Addenda, Change Orders, and the like shall be maintained up-to-date during the progress of the WORK.
- B. In the case of those Drawings which depict the detail requirement for equipment to be assembled and wired in the factory, such as motor control centers and the like, the record drawings shall be updated by indicating those portions which are superseded by Change Order Drawings or final Shop Drawings, and by including appropriate reference information describing the Change Orders by number and the Shop Drawings by manufacturer, Drawing, and revision numbers.

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- C. Record drawings shall be accessible to the ENGINEER at all times during the construction period and shall be delivered to the ENGINEER on the 20th working day of every third month after the month in which the Notice to Proceed is given as well as upon completion of the WORK.
- D. Final payment will not be acted upon until the CONTRACTOR-prepared Record Drawings have been delivered to the ENGINEER.

1.7 PROGRESS SCHEDULES

- A. The progress schedule shall be in Bar Chart or Critical Path Method (CPM) form as required by the ENGINEER.
- B. The progress schedule shall show the order in which the CONTRACTOR proposes to carry out the WORK and the contemplated date on which the CONTRACTOR and their Subcontractors will start and finish each of the salient features of the WORK, including any scheduled periods of shutdown. The schedule shall also indicate any anticipated periods of multiple-shift WORK.
- C. Upon substantial changes to the CONTRACTOR's progress schedule of work or upon request of the ENGINEER, the CONTRACTOR shall submit a revised progress schedule(s) in the form required. Such revised schedule(s) shall conform with the contract time and take into account delays which may have been encountered in the performance of the WORK. In submitting a revised schedule, the CONTRACTOR shall state specifically the reason for the revision and the adjustments made in his schedule or methods of operation to ensure the completion of all the WORK within the contract time.

1.8 PROPOSED SUBSTITUTES OR "OR-EQUAL" ITEM SUBMITTAL

- A. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and equality required. If the name is followed by the words "or-equal" indicating that a substitution is permitted, materials or equipment of other suppliers may be accepted by the ENGINEER if sufficient information is submitted by the CONTRACTOR to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named, subject to the following requirements:
 - 1. The burden of proof as to the type, function, and quality of any such substitute material or equipment shall be upon the CONTRACTOR.
 - 2. The ENGINEER will be the sole judge as to the type, function, and quality of any such substitute material or equipment and the ENGINEER's decision shall be final.
 - 3. The ENGINEER may require the CONTRACTOR, to furnish at the CONTRACTOR's expense, additional data about the proposed substitute.
 - 4. The OWNER may require the CONTRACTOR to furnish at the CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.
 - 5. Acceptance by the ENGINEER of a substitute item proposed by the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for

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full compliance with the Contract Documents and for adequacy of the substitute item.

6. The CONTRACTOR shall be responsible for resultant changes and all additional costs which the accepted substitution requires in the CONTRACTOR's WORK, the WORK of its Subcontractors and of other contractors, and shall effect such changes without cost to the OWNER. This shall include the cost for redesign and claims of other Contractor affected by the resulting change.

B. The procedure for review by the ENGINEER will include the following:

1. If the CONTRACTOR proposes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the ENGINEER on the "Substitution Request Form" for acceptance thereof.
2. Unless otherwise provided by law or authorized in writing by the ENGINEER, the "Substitution Request Form(s)" shall be submitted within the 21-day period after Notice To Proceed.
3. Wherever a proposed substitute material or equipment has not been submitted within said 21-day period, or wherever the submission of a proposed substitute material or equipment has been judged to be unacceptable by the ENGINEER, the CONTRACTOR shall provide material or equipment named in the Contract Documents.
4. The CONTRACTOR shall certify that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified, and be suited to the same use as that specified.
5. The ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. In no case will this reasonable time period be less than 30 days.
6. As applicable, no Shop Drawing submittals will be made for a substitute item nor will any substitute item be ordered, installed, or utilized without the ENGINEER's prior written acceptance of the CONTRACTOR's "Substitution Request Form" which will be evidenced by a Change Order.
7. The ENGINEER will record the time required by the ENGINEER in evaluating substitutions proposed by the CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute, the CONTRACTOR shall reimburse the OWNER for the charges of the ENGINEER for evaluating each proposed substitute.

C. The CONTRACTOR's application using the "Substitution Request Form" shall contain the following statements and/or information which shall be considered by the ENGINEER in evaluating the proposed substitution:

1. The evaluation and acceptance of the proposed substitute will not prejudice the CONTRACTOR's achievement of Substantial Completion on time.
2. Whether or not acceptance of the substitute for use in the WORK will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
3. Whether or not incorporation or use of the substitute in connection with the WORK is subject to payment of any license fee or royalty.
4. All variations of the proposed substitute for that specified will be identified.

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5. Available maintenance, repair, and replacement service and its estimated cost will be indicated.
6. Itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including cost of redesign and claims of other contractors affected by the resulting change.

1.9 MATERIAL CERTIFICATION SUBMITTAL

- A. The ENGINEER may permit the use, prior to sampling, inspection and testing, of certain materials or assemblies when accompanied by manufacturer's material certifications stating that such materials or assemblies fully comply with the requirements of the Contract. The certification shall be signed by the manufacturer, and will specifically reference the material's compliance with the AASHTO, ASTM and/or CBJ Standards specified in the applicable Contract Documents.
- B. Material certifications shall be submitted to the ENGINEER prior to incorporating the item into the WORK.
- C. Materials or assemblies used on the basis of material certifications may be sampled, inspected and/or tested at any time, and if found not in conformity with these specifications, will be subject to rejection whether in place or not.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

(SUBSTITUTION REQUEST FORM - next page)

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**CBJ Engineering Department
SUBSTITUTION REQUEST FORM**

TO: _____ Project: _____

Contract No.: _____

OWNER: _____

SPECIFIED ITEM:

Section	Page	Paragraph	Description
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The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION: _____
Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request. Applicable portions of the data are clearly identified.

The undersigned states that the following paragraphs, unless modified on attachments are correct:

1. The proposed substitution does not affect dimensions shown on Drawings and will not require a change in any of the Contract Documents.
2. The undersigned will pay for changes to the design, including engineering design, detailing, and construction costs caused by the requested substitution which is estimated to be \$_____.
3. The proposed substitution will have no adverse affect on other contractors, the construction schedule (specifically the date of substantial completion), or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.
5. The incorporation or use of the substitute in connection with the WORK is not subject to payment of any license fee or royalty.

The undersigned further states that the function, appearance, and quality of the Proposed Substitution are equivalent or superior to the Specified item.

Submitted by CONTRACTOR: _____	Reviewed by ENGINEER _____
Signature _____	? Accepted ? Accepted as Noted
Firm: _____	? Not Accepted ? Received Too Late
By: _____	Date: _____
Title: _____	Telephone: _____
Date: _____	
Attachments: _____	

END OF SECTION