

SECTION 01300

SUBMITTALS AND SUBSTITUTIONS

PART 1.00 – GENERAL

1.00 DESCRIPTION

A. Work Included:

1. Wherever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by the manufacturer's name and catalog number or by the reference to recognized industry standards.
2. To ensure that the specified quality product is furnished and installed in accordance with the design intent, procedures have been established for advance submittal design data and for its review and approval or rejection by the CITY.

B. Related Work Described Elsewhere:

1. Contractual requirements for submittals – General Conditions and Supplementary Conditions.
2. Individual submittals required – Pertinent Sections of these Specifications.
3. Material and Equipment – Section 01600.

1.02 PRODUCT HANDLING

Make all submittals of schedules, shop drawings, samples, requests for substitutions and other items in strict accordance with the provisions of this Section of these Specifications.

1.03 SHOP DRAWINGS

- A. The CONTRACTOR shall furnish four copies of manufacturer's shop drawings, specific design data as required in the detailed Specifications, and technical literature covering all equipment and fabricated materials that are proposed to be furnished under this Contract in sufficient detail to indicate full compliance with the Specifications. Shop drawings shall indicate the method of installing, the exact layout dimensions of the

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equipment or materials, including the locations, size and details pole placement and striping.

- B. When submitted for the CITY's review, shop drawings shall bear the CONTRACTOR's certification that they have reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.
- C. The CITY shall promptly review all shop drawings. The CITY's approval of any shop drawing shall not release the CONTRACTOR from responsibility for deviations from the Contract Documents. The approval of any shop drawings which substantially deviates from the requirements of the Contract documents shall be evidenced by Change Order.
- D. The CONTRACTOR shall check and verify all field measurements and shall be responsible for the prompt submission of all shop and working drawings so that there shall be no delay in the work.
- E. Regardless of corrections made in or approval given to such drawings by the CITY, the CONTRACTOR shall nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless the CONTRACTOR notifies the CITY in writing of any deviations at the time they furnish the drawings.
- F. Approval by the CITY of any deviation in material, workmanship or equipment proposed subsequent to approval of the shop drawings or design data, shall be requested in writing by the CONTRACTOR.
- G. Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the CITY. A copy of each approved shop drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the CITY.

1.04 MANUFACTURER'S CERTIFICATIONS

- A. For pipe, cement, steel reinforcement, paint and similar materials which are normally tested in the shop by the manufacturer, the CONTRACTOR shall furnish the CITY certified records of physical, chemical and other pertinent tests and/or certified statements from the manufacturer that the materials have been manufactured and tested in conformity with the specifications. Where such a small quantity of material is required to make physical tests or chemical analyses impractical, a certificate analysis of similar materials which were concurrently produced, may at the

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discretion of the CITY, be considered as the basis for the acceptance of such materials.

- B. Each manufacturer's certificate shall be endorsed or accomplished by the CONTRACTOR's certificate that the material certified by the manufacturer will be the material incorporated into the work.

1.05 SAMPLES

- A. The Contractor shall furnish for approval, all samples required or as directed by the CITY. The work shall be in accordance with approved samples.
- B. Unless specifically directed by the CITY, all samples shall be the precise article proposed to be furnished.

1.06 SUBSTITUTIONS

- A. Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article or piece of equipment of equal number, and if, in the opinion of the CITY, such material, article or piece of equipment is of equal substance and function to that specified, the CITY may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the Contract price and by Contract Documents shall be appropriately modified by the Change Order. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the Project will result.
- B. An Item shall be considered equal to the Item named or described if:
 - 1. It is at least equal in quality, durability, appearance, strength and design.
 - 2. It will perform at least equally the specific function imposed by the general design for the work being contracted for or the material being purchased.
 - 3. It conforms substantially, even with deviations, to the detailed requirements for the Item in the Specifications.

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The name and identification of all materials other than one specifically named shall be submitted to the CITY in writing for approval, prior to purchase, use or fabrication of such Items. Subject to the provisions of any applicable laws, approval shall be at the sole discretion of the CITY, shall be in writing to be effective, and the decision of the City shall be final. The CITY may require tests of all materials so submitted to establish quality standards at the CONTRACTOR's expense.

- C. All directions, Specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the CONTRACTOR.
- D. For the use of material other than specified, the CONTRACTOR shall assume the cost of, and responsibility for, satisfactorily accomplishing all changes (including engineering costs or redesign by the CITY) in the work as shown. If no manufacturer is named, the CONTRACTOR shall submit the product intended to use for approval by the CITY.
- E. Except as otherwise provided for by provisions of any applicable laws, the CONTRACTOR shall not have any right of appeal from the decision of the CITY condemning any materials submitted if the CONTRACTOR fails to obtain approval for substitution under this article. Any additional cost incurred by an approved substitution shall be at the CONTRACTOR's expense.
- F. Availability of specified Items. The CONTRACTOR shall:
 - 1. Verify prior to bidding that all specified Items will be available in time for the installation during orderly and timely progress of the work.
 - 2. In the event specified Item or Items will not be available, so notify the City prior to receipt of bids.

1.07 IDENTIFICATION OF SUBMITTALS

- A. Completely identify each submittal and resubmittal by showing at least the following information.
 - 1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
 - 2. Name of project as it appears on each of these Specifications.

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3. Drawing number and Specifications Section number to which the submittal applies.

B. Grouping of Submittals:

Unless otherwise specifically permitted by the CITY, make all submittals in groups containing all associated items; the City may reject partial submittals as not complying with the provisions of the Contract Documents.

1.08 TIMING OF SUBMITTALS

A. General:

Make all submittals far enough in advance of schedule dates of installation to provide required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.

B. Delays:

Costs of delays occasioned by tardiness of submittals may be backcharged as necessary and shall not be borne by the CITY.

END OF SECTION