

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, Bidding Requirements, Contract Requirements and Division 1 General Requirements apply to the work of all sections of the Specifications.

1.2 SUMMARY

- A. This Section summarizes in general the Work required by the Contract Documents, describes certain aspects of the Prime Contractors' responsibilities and identifies special requirements for the Project.
- B. The Project is located at Pennsylvania Convention Center, 1101 Arch Street, Philadelphia, Pennsylvania.
- C. The Owner of the building is the Pennsylvania Convention Center.
- D. The Work is defined in the Contract Documents for the Project, which include the Drawings and Specifications for the Project dated April 5, 2022 and prepared by Kelly/Maiello, Inc., 1420 Walnut Street, Philadelphia, Pennsylvania 19102, and the consultants to Kelly/Maiello, Inc. identified on Drawing CS-1.
- E. Scope of Work
 - 1. Provide an executive boardroom with a glass and wood wall system as described on the Contract Drawings on the Overlook Mezanine of the PA Convention Center
 - 2. GC to demolish existing finishes and equipment and coordinate and provide all equipment rough-ins, wall systems, finishes for wall, floor, ceiling and acoustic wood ceiling, lighting, ventilation, full MEP work, as noted on the Contract Documents.
- F. Description of Work – Base Bid
 - 1. All areas indicated on Drawings.
 - a. Construct executive boardroom, partitions, enclosures and all work noted on Contract Documents
 - b. Provide all fitout and finishes to walls, ceilings and floor.
 - c. Provide MEP, fire protection work, etc.
 - d. Provide all equipment rough-ins

1.3 PRIME CONTRACTS

- A. The Work will be performed under a Single-Prime General Contracting arrangement with the Owner.
- B. Prime Contract Work: The Work of the Contract can be generally summarized as follows:
 - 1. General Construction: The General Contractor provides all the Work of the Contract, no matter where the information describing that Work is located, unless specifically indicated otherwise; this includes architectural, structural, mechanical and electrical work as well as other construction operations traditionally recognized as General Construction. The

Work of the General Contractor includes project management, administrative, scheduling and coordination responsibilities. Work under this Prime Contract includes, but is not limited to, the applicable Work of Divisions 0 through 16, and the Work of other Sections as defined in the Contract Documents.

- a. Administrative and managerial procedures included in Divisions 0 and 1.
- b. Selective demolition and disposal of material.
- c. Hazardous material removal and disposal.
- d. Rough carpentry.
- e. Joint sealants.
- f. Temporary on-site office and storage facilities required for the use of all Contractors.
- g. Temporary drinking water required for the use of all Contractors.
- h. Temporary water service and distribution required for the Work throughout the entire Project Site.
- i. Temporary electrical service and distribution required for the Work throughout the entire Project Site.
- j. Temporary lighting required for the Work throughout the entire Project Site.
- k. Trash and debris disposal, including provision of dumpsters, for all Contractors.
- l. Daily and final cleaning of the entire Project Site (both interior and exterior).
- m. The General Contractor shall establish and maintain a comprehensive photo-ID badging and sign-in program for all construction personnel involved in the Project, including the other Prime Contractors. The General Contractor shall review and coordinate this program with the Owner
- n. The General Contractor has sole responsibility for the Project Site, including safety, security and control of access to and from the Project Site, and shall establish and enforce a comprehensive safety program for the Project. The Contractor shall be obligated to comply with all applicable security practices at all times, including but not limited to access location limits, metal detectors, access badges, or similar means of access and personnel control.
- o. No firearms shall be permitted on site for any reason or at any time, regardless of whether an individual has a concealed carry permit or not.

D. Extent of Contract Work: The Contract Documents indicate the extent of the Work of each Prime Contract. Reference to related specification sections in each section of the Project Manual is an overview only and does not limit the responsibilities of the Contractors.

1. Local custom and trade-union jurisdictional settlements do not control the scope of Work. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, the affected Contractors shall promptly negotiate a reasonable settlement to avoid or minimize interruption and delays.
2. The complete set of Drawings and Specifications for the Project are part of the Contract Documents.
 - a. Where types or classes of work are indicated in the Contract Documents as included in the Work of a given Contract, that Contractor shall provide such work whether it is indicated in the Drawings and Specifications describing the primary Work of that Contract or in other Drawings or Specifications in the complete set. For example, Work related to the provision and installation of window air conditioning units is shown on the window elevations and in the air conditioning schedules. The most stringent requirements apply and all drawings and specification sections shall be considered.
 - b. The Drawings and Specifications apply fully to the Work of that Contract insofar as they can be applied to elements of the Work of the Contract and insofar as they provide information and direction for the proper coordination and interfacing of the Work of the overall Project.

E. Project Management Duties of the General Contractor

1. Special Duties of the General Contractor

- a. The General Contractor shall have responsibility for being the supervisor, manager, overseer, coordinator, scheduler and expeditor of all the Contractors and of the total construction process and all its parts, in accordance with the Contract Documents.
 - b. The General Contractor shall review and coordinate shop drawings and other submittals made by other Contractors with the overall Contract Document requirements, addressing in particular impacts on the Construction Schedule and coordination issues. Copies of all submittals prepared by each of the other Contractors will be sent by them to the General Contractor at the same time they send their submittals to the Architect for review.
 - c. General Contractor shall provide a Construction Schedule for the Project.
 - d. The General Contractor shall maintain a log of all Requests for Information (RFI's) documenting the date issued, party to whom the RFI was addressed, subject manner and date returned by the Architect, Owner or Owner's Representative.
 - e. The General Contractor shall maintain a log of all shop drawings documenting the date issued, party to whom the shop drawings were sent, Specifications reference number, subject manner and date returned by the Architect, Owner or Owner's Representative.
 - f. The General Contractor shall provide sufficient executive and supervisory staff in the field to accomplish complete, efficient and expeditious fulfillment of all of its general and special responsibilities.
 - 1) There shall be at least one (1) full-time Project Manager assigned by the General Contractor to the Project, in addition to a full complement of other field staff.
 - 2) Along with fulfilling other project management responsibilities, this Project Manager shall attend and conduct all of the required Coordination Meetings and shall attend all of the required Progress Meetings.
 - 3) This Project Manager must have not less than eight (8) years experience in high-end interior and Boardroom processes and operations indicated for this project, and must have had a Project Manager role on not less than three (3) high-end projects successfully completed in the previous five (5) years that are similar in scope and craftsmanship requirements to this project.
 - 4) The General Contractor shall submit the qualifications of its proposed Project Manager to the Owner's Representative for review.
 - g. The General Contractor shall include in its bid an amount sufficient to cover the cost of providing the management, administrative and supervisory forces needed to fulfill all of its general and special responsibilities and to coordinate and schedule its Work and that of the other Contractors for this Project and other contractors working for the Owner on other projects at this Project Site.
2. Owner's Reliance upon the General Contractor
- a. The Owner shall rely upon the organization and management skills of the General Contractor to supervise, direct, coordinate and manage the Work to be performed by the General Contractor and the other Contractors for this Project, so as to deliver the completed Project in conformance with the Contract Documents and within the scheduled time.

1.4 PROJECT PHASING, COMPLETION AND SCHEDULING

- A. Perform the Work in such a manner as to provide for the Owner's and the public's safety and use of the premises during the construction period.
- B. Coordinate the Construction Schedule and construction activities and operations with the Owner.
 - 1. Owner to dictate construction schedule. General Contractor to coordinate sequence of work based on PA Convention Center show schedule with Owner.
 - 2. Project will take place within an occupied building. Coordinate phasing of work with PCCA prior to commencement of work.
 - 3. Work to be limited to specific work areas.
- C. Coordinate the sequence of Work with the Owner and with the Owner's separate contractors.
- E. Project Sequence:
 - 1. To be determined by Owner.
- F. The Construction Schedule prepared by the General Contractor must allow ample time in each work area, to permit the Architect to carry out reviews. The Contractor shall include in the schedule a line item under each of the Work items. The Contractor shall allow adequate time for the Architect to complete these reviews.
- G. Project Completion:
 - 1. Substantial Completion for portions of the work may be considered, but the final determination shall be the decision of the Architect and the Owner. If the Contractor plans to request substantial completion for any part(s) of the work, it shall be identified in the Construction Schedule at the start of the project.
- H. Working Hours:
 - 1. Normal Working Hours shall be defined as 7 a.m. to 5 p.m., Monday through Friday.
 - 2. Certain portions of the Work will require construction activities to take place before or after Normal Working Hours, during weekends, and/or on holidays. All costs to work before or after Normal Working Hours, including but not limited to, any differential in labor rates are to be included in the Contractor's bid amount. All loading and unloading shall be done during off-hours in order to minimize impact on rush hour traffic.
 - 3. For any work to take place before or after Normal Working Hours, during weekends, or on national or City holidays, Contractors must request in writing the Owner's approval a minimum of 72 hours in advance. This time limit shall not apply to unforeseeable instances when a particular operation must be performed in a continuous sequence that extends beyond the Normal Working Hours, but the Owner's Representative shall be notified immediately of such instances.
 - a. Note that Project Site is adjacent to a number of hotels. Comply with City Noise Ordinance as specified in Philadelphia Code Chapter 10-400.
 - 4. Contractors shall use overtime, premium time, and/or multiple-shift time as is necessary to meet the Project requirements. This includes any costs associated with requirements to meet the contract schedule; work in an Occupied Building; schedule work so as not to disrupt the tenants; and any other requirement set forth in the Contract Documents. The need to perform work before or after Normal Working Hours, on weekends, and/or on holidays shall not be considered cause for an extension of Contract Time, or additional costs or a delay claim by a Contractor.

5. Failure by the Owner to approve a Contractor's request to perform Work before or after Normal Working Hours, on weekends, and/or on holidays shall not be considered cause for an extension of Contract Time or a delay claim by the Contractor.
 6. Denial by the Owner of a Contractor's request to perform Work before or after Normal Working Hours, on weekends, and/or on holidays shall not be considered cause for an extension of Contract Time or a delay claim by the Contractor.
- I. Occupied Building: Contractors shall assume that the building is fully occupied during Normal Working Hours. Each Contractor shall take every reasonable precaution to minimize disruption to the building's occupants and visitors at all times during the Project. Additionally, the following specific restrictions shall be strictly adhered to:
1. Any work to be performed within the interior of the building -- and any work producing potentially hazardous fumes, fumes that irritate occupants or interfere with the occupancy or other materials that would penetrate into interior spaces -- shall be performed before or after Normal Working Hours, on weekends, and/or on holidays, unless the Contractor has requested in writing a specific exception (assuring the Owner that the work will not create any hazard for or disruption of the occupants) and received written approval of the exception from the Owner. Contractor shall not cause fumes, dirt, dust or noise to disrupt the occupants. If Owner, User Agency or any occupant is disrupted for whatever reason, Contractor shall stop Work immediately clean-up, remove the source of the complaint and reschedule the Work so as to eliminate the disruption. All costs associated with this requirement are to be included in the Contractor's Bid.
 2. The Contractor is responsible for moving of its materials within the building if needed. General Contractor to coordinate elevator use when needed so as not to disrupt show events and general building use of elevators in the building. If the freight elevator is not available for the Contractor's use, the Contractor is not entitled to any delay claims or increased costs to the project due to the unavailability of the freight elevator. Owner will not accept any damage to or abuse of the elevator; and, any such action by Contractor shall result in immediate termination of access to the elevator. The Contractor shall use an exterior hoist on the scaffold or other alternate means to move materials, equipment or personnel in the event that the interior freight or passenger elevators are not available for any reason whatsoever.
 3. For all work, the Contractors shall give the Owner one (1) week advance notice in writing of the scheduled start and duration of the Work in each interior space, and shall obtain the Owner's approval of that schedule and any deviations from it. The Contractor shall provide to the Owner, a detailed schedule of the work. The Contractor shall submit schedule updates weekly and two weeks in advance of any proposed work
 4. The Contractor and his Sub-Contractors will be allowed by the Owner to use "designated" toilet facilities in the building. If the Contractor and his Sub-Contractors are found to be damaging the toilet facilities, this privilege will be taken away from the Contractor and other provisions will need to be made by the Contractor at no cost to the Owner.
- J. All restrictions and constraints indicated in the Contract Documents shall be incorporated into the Construction Schedule to be prepared by the General Contractor. All associated costs shall be included in each Prime Contractor's bid.

1.5 PROTECTION OF FACILITIES AND MAINTENANCE OF BUILDING SERVICES

- A. The General Contractor shall be responsible for providing the temporary protection measures required for the Project, to protect, throughout the duration of the entire Project, the building occupants, the public, and all elements, surfaces, and contents of the building and Project Site exposed to the construction activities and operations of the Contractors. Each of the other Contractors shall cooperate fully with the General Contractor in the implementation and maintenance of the required temporary protection measures. The required temporary protection measures shall be coordinated with the Owner.

- B. All Contractors shall take all precautions necessary to protect the building and its occupants during the construction period.
- C. The Contractors shall not disrupt utility services to or in the building.
- D. Contractors shall restore all areas impacted by their construction activities and operations to the conditions prior to the impacts. This includes the complete repair of all damage to any element, surface, or contents of the building and Project Site exposed to the construction activities and operations of the Contractors, which repair shall be completed at no additional cost to the Owner and to the Owner's satisfaction.

1.6 USE OF THE PROJECT SITE

- A. The Owner will occupy the entire Project Site and the entire building during the entire Project duration.
- B. The Using Agency will continue to occupy the Building including areas where work is being or has been performed but has not been accepted as Substantially Complete and prior to Final Acceptance. The condition of the area prior to the reoccupation shall be reviewed with the Owner, Architect and the Contractor.
- C. The Owner will require access to all areas of the Project Site and the building during the entire Project duration.
- D. The Contractors must comply with the Owner's procedural guidelines at all times during the Project.
- E. Smoking and the use of radios is not permitted anywhere at the Project Site (interior or exterior).
- F. Comply with all regulations of governing authorities having jurisdiction relative to traffic, safety, erosion, noise, pollution control, and other matters of public concern.
- G. Limit use of the premises to the areas in which Work of the Project is indicated to be performed. Do not disturb or use portions of the site beyond the construction fencing lines indicated, except as required for approved means of egress.
- H. Ensure that construction activities and operations do not unnecessarily impact upon or distract the building's occupants or visitors or the public. Control dust, masonry cleaning media, noise and visual distraction so that the building's occupants and visitors and the public are not adversely affected.
- I. Project Site Access and Usage:
 - 1. All Contractors shall limit their use of the premises for Work and for storage to allow for:
 - a. Work by other Contractors.
 - b. The Owner's occupancy and operations.
 - c. Public use and access through the site at designated locations.
 - 2. All Contractors shall restrict their personnel and use of the Owner's premises to the areas in which Work of the Project is indicated to be performed (and to approved passageways to their work areas) unless otherwise specifically authorized in writing by the Owner.

3. The location of Contractor staging areas, construction trailers and construction fencing, as well as general Project Site access and usage restrictions, are to be coordinated with the Owner. The Owner reserves the right to impose additional Project Site access and usage restrictions on the Contractors. There will be no on-site parking provided for this project.
4. The General Contractor shall coordinate all Project Site access and usage requirements with the Owner, taking into account all of the Owner's use and occupancy requirements. Contractors' access and usage requests will be subject to review and written approval of the Owner.
5. Arrange and utilize temporary facilities and designated storage areas so that disturbances to adjacent areas and facilities are minimized and so as to ensure against damage to adjacent areas and facilities (including but not limited to existing trees, plantings, and pavings).
6. The General Contractor shall perform daily cleanup of debris, including leaves, insulation scraps and wrappers, fasteners, plates, cardboard tubes, trash, paper, pallets, and similar materials and shall keep the construction materials and equipment in an orderly, organized and protected manner.
11. The Contractors shall be responsible for providing flagmen or other devices as required for deliveries and other construction-related vehicles on and around the Project Site. The Contractors shall provide a sufficient number of flagmen or other required devices to protect the public and ensure safety in accordance with the requirements specified herein and in any applicable City, industry or other safety regulations.
12. Materials and equipment deliveries and trash and debris removals shall utilize the staging areas and truck route. Delivery to or removals from any other point must have the Owner's prior authorization in writing.
13. Schedule deliveries shall be scheduled to minimize the space and time requirements for storage of materials and equipment on-site. Notify the Owner a minimum of 72 hours in advance of all major equipment and material deliveries.
14. Removal of trash and debris from the site shall be before or after Normal Working Hours.

J. Trash

1. All materials that are to be disposed of shall be placed in a dumpster. Failure to place the materials in a dumpster in a timely fashion or upon the request of the Owner's Representative or the City will result in a back-charge for the cost of moving the material to the dumpster.

1.7 ON-SITE STORAGE

- A. The Contractors shall plan their work based on the available on-site storage and laydown areas, and reflect these plans in their bids. Each Contractor shall secure and pay for additional off-site storage and work areas as required for the performance of its Work at no additional cost to the Owner.
- B. Each Contractor shall protect all materials, products, and equipment it stores on-site.
- C. Each Contractor shall locate and arrange its permitted on-site storage in such a way as to avoid interference with the operations of the Owner and occupants of the building and with the other Contractors.

1.8 INTERIOR WORK

- A. Contractors shall obtain written approval from the Owner for access to areas within the building prior to beginning construction operations or activities in these areas.

- B. For each interior space where work is to be performed by a Contractor, the Contractor shall photograph and document the condition of the space prior to undertaking any work in it. The Contractor shall provide two (2) sets of all of these photographs and documents to the Owner.
- C. Contractors shall not work in any area of the building until the required temporary protection measures to protect the occupants, the public, the building and the contents of the building have been installed.
- D. Contractors shall not encumber, obstruct or close any of the building's exits or egress routes.
- E. Contractors shall not perform their Work in such a way the occupants of or visitors to the building are exposed to hazardous conditions.
- F. Contractors shall not engage in construction work that disrupts the occupants of or visitors to the building as determined by the Owner.
- G. Contractors to provide their own high-reach if required, for interior or exterior work. Coordinate all work with Owner at least 30 days to commencement of work.
- H. No interior access permitted for any reason unless approved by Agency or Owner. Use of toilet facilities in the Reading Terminal Market or PA Convention Center is prohibited.

1.9 PATCHING AND REPAIRS

- A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.
- B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
 - 1. Completely fill holes and depressions in existing masonry walls to remain with an approved masonry patching material, applied according to manufacturer's printed recommendations.
- C. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.
- D. Patch and repair floor and wall surfaces in the new space where demolished walls or partitions extend one finished area into another. Provide a flush and even surface of uniform color and appearance.
 - 1. Closely match texture and finish of existing adjacent surface.
 - 2. Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
 - 3. Where patching smooth painted surfaces, extend final paint coat over entire unbroken surface containing the patch after the surface has received primer and second coat.
 - 4. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - 5. Inspect and test patched areas to demonstrate integrity of the installation, where feasible.

- E. Patch, repair, or re-hang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

1.10 THE OWNER AND THE ARCHITECT

- A. The Owner and the Architect shall have full and complete access to the Project Site during the entire Project. This includes access to observe all portions of the Work in progress at the locations where they are being performed.
- B. The General Contractor shall provide any and all safety-related personal protection devices needed or requested by the Owner or the Architect for their observation of any portion of the Work in progress.
- C. The Owner and the Architect shall have the required access to any specific location of Work at any time through the final acceptance of the specific Work.

1.11 ROLE OF THE ARCHITECT

- A. The Architect in conjunction with the Owner's Representative/Construction Manager will provide administration of the Contracts as described in the Contract Documents.
- B. The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents.
- C. Based on the Architect's observations, the Architect will assist the Owner's Representative in making recommendations to the Owner regarding payment of amounts due the Contractors on their Applications for Payment.
- D. The Architect will have authority to reject Work that does not conform to the Contract Documents.
- E. The Architect will review and take appropriate action upon the Contractors' submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- F. The Architect in conjunction with the Owner's Representative will conduct inspections to determine the dates of Substantial Completion and the date of Final Completion.
- G. The Architect will interpret and, in conjunction with the Owner's Representative, will decide matters concerning requirements of the Drawings and Specifications. Interpretations and decisions of the Architect will be in writing and will be consistent with the intent of and reasonably inferable from the Drawings and Specifications. Subject to the final decisions of the Owner's Representative and the Owner, the Architect's decisions on matters relating to the interpretation of the Drawings and Specifications will be final.

1.12 ROLE OF THE OWNER'S REPRESENTATIVE/CONSTRUCTION MANAGER

- A. Site Liaison:
 - 1. Be the liaison with the agencies involved in the project. This will include developing and communicating in advance the schedule of construction-activity disruptions to the occupants and for City-required interruptions in the Contractors' work.

2. Be the Contractor liaison and serve as the central point of paper flow to and from the Contractors and the Architect, recording and monitoring the timeliness of all items in this flow (RFI's, submittals, Change Order requests, etc.). Communicate with the relevant parties about delinquent items.
 3. Assist the Owner in making decisions to resolve Contract conflicts. Assist the Owner and the Architect in making decisions to resolve conflicts relating to unforeseen conditions.
- B. Construction Schedule:
1. Review, negotiate, accept, and monitor the CPM Construction Schedule and updates prepared by the General Contractor, and administer the Construction Contracts.
- C. Contractors' Safety Programs:
1. Confirm that the safety program submittal is made per the requirements of the Contract Documents by each Prime Contractor.
- D. Quality Review of the Work:
1. Oversee the Contractor's Work:
 - a. To ensure compliance with the requirements of the Contract Documents, and in conjunction with the Architect to develop and maintain a log of deficient work items needing correction by the Contractors.
 - b. To evaluate and approve the Contractors' Applications for Payment.
 - c. To monitor and measure quantities of work performed and to be performed, as a basis for payments (both in general and in the particular cases of various unit-price work items) and as a basis for Change Order negotiations.
 - d. In conjunction with the Architect, to monitor the production and maintenance of accurate as-built information by the Contractors.
- E. Contractors' Change Orders:
1. Evaluate all Change Order requests and negotiate all Change Orders with the Contractors (with respect to quantities of added or deleted work, costs of added or deleted work, and the additional time needed, if any, to perform added work).
- F. Project Meetings:
1. Chair the Progress Meetings (Job Conferences) and record and issue minutes for the meetings.
- G. Contractors' Request for Information (RFI):
1. Receive all Contractors RFIs and questions during construction
 2. All Contractor questions will be made in writing using the RFI method and will be answered in writing.
 3. All RFIs will be addressed to the designated member of the Design Team with a copy to the Owner's Representative and the Architect.
 4. All RFI's are to be electronically sent and received via PDF format.

1.13 ENVIRONMENTAL CONCERNS

- A. All Prime Contractors shall perform their work in a manner that shall minimize the possibility of air, water, ground or noise pollution. The existing sanitary drainage systems, rain water collection systems and site drainage systems at the Project Site shall not be used by the Contractors without the Contractors' having informed the Owner as to the content of waste-water run-off and without their having obtained the Owner's written consent. Consent may be withheld at the sole discretion of the Owner.

- B. Contractors shall comply with all statutes and regulations of the Commonwealth of Pennsylvania concerning environmental quality control as administered by the Department of Environmental Protection. These include, but are not limited to, the Clean Streams Law, Clean Water Act, Pennsylvania Sewage Facilities Act, Air Pollution Control Act, Surface Mining Conservation and Reclamation Act, Bituminous Coal Open Pit Mining Conservation Act, Dams and Encroachments Act, Water Well Driller's Act, Water Works Act and Atomic Energy Act, all as amended to-date. Each Contractor shall be solely responsible for any violations and shall be responsible for securing all required permits, including an erosion control permit if required.
- C. Burning of materials shall not be permitted at the Project Site.
- D. Storage, collection, transportation, processing and final disposal of solid waste shall be in accordance with the Solid Waste Management Act regulations and standards of DEP. Immediately upon notice of award of contract, the Contractor shall apply for the necessary permit from DEP and conduct waste disposal on sites approved under this permit. A copy of this permit must be submitted to Owner before commencing waste disposal.
- E. The work site is surrounded by a number of hotels. Comply with City Noise Ordinance as specified in the Philadelphia Code Chapter 10-400.

1.14 PERMITS, INSPECTIONS, LICENSES

- A. The General Contractor shall obtain and pay for all building permits required for the entire Project and all additional inspections, permits, licenses and approvals required for the Project as a whole by authorities having jurisdiction over the Project.
- B. The other Prime Contractors shall obtain and pay for inspections, permits, licenses and approvals specifically required for the Work of their individual Contracts by authorities having jurisdiction.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, Bidding Requirements, Contract Requirements and Division 1 General Requirements apply to the work of this section.

1.02 SUMMARY

- A. This Section includes administrative, procedural, and general requirements for Shop Drawings, Product Data, Samples, and certain quality-control submittals.

- 1. Requests for the consideration of products proposed as "equivalent" to those specified and requests for the substitution of products in place of those required by the Contract Documents shall not be considered Shop Drawings, Product Data, Samples, or similar submittals, and shall be rejected without review if forwarded to the Owner's Representative or Architect for review under the procedures described in this Section.

- B. Shop Drawings, Product Data, Samples, and similar submittals, with or without review markings by the Architect, are not Contract Documents and cannot change the requirements of the Contract Documents.

- C. Shop Drawings include, but are not limited to, the following:

- 1. Fabrication drawings
- 2. Installation drawings.
- 3. Setting diagrams.
- 4. Shopwork manufacturing instructions.
- 5. Templates and patterns.
- 6. Engineered shop drawings as noted in contract documents
- 7. Schedules of components.

- a. Standard information prepared without specific reference to the Project is not a Shop Drawing.

- D. Product Data include, but are not limited to, the following:

- 1. Manufacturer's product specifications.
- 2. Manufacturer's installation instructions.
- 3. Standard color charts.
- 4. Catalog cuts.
- 5. Roughing-in diagrams and templates.
- 6. Standard wiring diagrams.
- 7. Performance curves.
- 8. Operational range diagrams.
- 9. Mill reports.
- 10. Maintenance recommendations.

- a. Operating and maintenance manuals shall be submitted under the procedures described in Division 1 Section "Contract Closeout", not under the procedures described in this Section.

- 11. Warranty descriptions and specimen warranties.

- a. Completed warranties shall be submitted under the procedures described in Division 1 Section "Contract Closeout", not under the procedures described in this Section.
12. Models, include but are not limited to the following:
 - a. Three-dimensional models or patterns at full size or other size as modified for shrinkage, etc. During mold-making and/or fabrication of new units.
- E. Samples include, but are not limited to, the following:
 1. Partial sections of manufactured or fabricated components.
 2. Small cuts or containers of materials.
 3. Complete units of repetitively used materials.
 4. Swatches showing color, texture, and pattern.
 5. Color range sets.
 6. Components used or to be used for independent inspection and testing.
 7. Field samples and mockups.
 8. Stone samples for selection of color, texture, etc.
- F. Quality-control submittals include, but are not limited to, the following:
 1. Design and engineering data, such as manufacturers' or fabricators' test data confirming compliance with requirements, structural design and calculations to be provided by the Contractor, and engineered concrete mix designs.
 2. Certifications.
 3. Coordination Drawings.
 4. Acceptance and sign-off reports, such as acceptances of substrates prior to applying materials or products to them.
 5. Manufacturer's field reports and instructions.
 6. Testing and inspection reports.
 7. Scaffolding drawings and calculations (refer to Section 01510).
- G. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
 1. Permits.
 2. Applications for payment.
 3. Performance and payment bonds.
 4. Insurance certificates.
 5. Listing of subcontractors, suppliers, and manufacturers.
 6. First-aid plan.
 7. Traffic pattern plan.
 8. CPM Schedule.
- H. The Contractor may require, from other Contractors, Separate Contractors, subcontractors, suppliers, and others involved in the Work, certain shop drawings, product data, samples, and other information that are not submittals the Contract Documents require be submitted to the Architect. One example of such materials would be Material Safety Data Sheets. Each Contractor shall be required to solicit and/or distribute these submittals to each other and to the General Contractor. Such materials shall not be submitted to the Owner's Representative or Architect unless the Contractor has specifically and previously requested and received the Architect's agreement to accept a submission of this kind.
 1. The Owner's Representative and Architect reserve the right to require additional submittals from the Contractor -- in addition to the submittals the Contract Documents

indicate are specifically required -- during the course of submittal review and construction.

I. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Coordination, Multiple General Contracts" specifies requirements governing preparation and submission of required Coordination Drawings.
2. Division 1 Section "Schedules" specifies requirements for submission of required schedules and reports, including the Submittal Schedule.
3. Division 1 Section "Project Planning, Scheduling and Sequence" for submission of required CPM Schedule.
4. Division 1 Section "Construction Photographs" specifies requirements for submission of periodic construction photographs.
5. Division 1 Section "Contract Closeout" specifies requirements for submission of operating and maintenance manuals, warranties, and annotated copies of final submittals, at project closeout.
6. Division 1 Section "Record Documents" specifies requirements for submission of Record Documents.
7. Division 2 through 16 – Specific requirements listed in each section.

1.03 WORK WITHOUT APPROVED SUBMITTALS

- A. Owner may withhold payment for the value of Work installed without first obtaining approved submittals, when submittal is required by individual specification sections. Refer to Section 01290 "Payment Procedures".

1.04 DEFINITIONS

- A. Shop drawings are Contractor's or subcontractor's Drawings made specifically for this Project, for use in fabrication and installation. Shop drawings must show relationships with adjacent construction and be oriented in the same manner as the Contract Documents.
- B. Field samples are full-size physical examples erected on-site, to illustrate, for example, craftsmanship, finishes, coatings, finish materials, or other actual physical characteristics. Field samples are typically used to establish standards by which the Work will be judged.
- C. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they may also be used to establish standards by which the Work will be judged. The mock-up may remain as part of the finish work as coordinated with the Architect and Owner or remove the mock-up at conclusion of the Work or when directed by the Owner.

1.05 GENERAL REQUIREMENTS FOR SUBMITTALS

- A. Each submittal must be complete, and must include all of the information required for review of the submittal. It must include all of the information needed to confirm that what the Contractor proposes for the portion of the Work covered by the submittal is in conformance with the information given and the design concept expressed in the Contract Documents. Submittals that are found to be incomplete by the Architect will be returned to the Contractor for revision; the Architect may reject them without completing their review.
1. Clearly define in each submittal exactly what is proposed for the portion of the Work covered by the submittal. Show compliance with all of the requirements related to what is being submitted, such as compliance with documented profiles, specified standards, required finishes and gauges, product options required, dimensional requirements, etc.
 2. Clearly and definitively identify in each submittal the specific portion or portions of the Work to which the submittal applies. Refer to Specification Section numbers, paragraph

numbers, and subparagraph numbers; refer to Drawing numbers and detail numbers; refer to the numbering and other designations that appear in the Contract Documents for components of the Work; provide additional clarifications when references to the Contract Documents are not sufficient to clearly and definitively identify the application of the submittal.

- a. If the submittal includes more than one item or application, clearly and definitively identify the specific portion or portions of the Work to which each item or application in the submittal applies.
 - b. In preparing submittals, do not change the numbering or other designations that appear in the Contract Documents for components of the Work. For example, do not change column line numbers, room numbers, door numbers, hardware set numbers, window type designations, glazing type designations, carpet type designations, exhaust fan numbers, etc.
 - c. Include cross-references to other, related submittals.
- B. Each submittal must be in compliance with the requirements of the Contract Documents, including the requirements of this Section. Submittals that are found to be noncompliant by the General Contractor or Architect will be returned to the Contractor for revision; the Architect may reject them without completing their review.
- C. Provide in submittals the information necessary for coordination of adjacent work and related work; this includes but is not limited to such information as dimensions required for installation, locations and details of grounds, blocking, openings, built-in inserts, and other anchorage and attachment devices required, illustrations of interfaces with adjacent work, data on compatibility with adjacent materials, etc.
- D. Highlight, encircle, or otherwise indicate on all submittals any and all deviations from the requirements of the Contract Documents (including minor variations and limitations).
- E. When an Engineer's or other Design Professional's signature and seal is required on a submittal, ensure that the signature and seal appear and are legible on all required copies of the submittal.
- F. Comply with the submittal requirements indicated in each of the other Sections of these Specifications.
- G. In addition to information required on the transmittal, submittals shall include:
1. Field dimensions, clearly identified as such.
 2. Finishes.
 3. Shipping and operating weights.
 4. Gauges, fastenings, reinforcements, welding details.
 5. Applicable standards, such as ASTM or Federal Specification numbers.
 6. A blank space, 3 inches by 10 inches for action stamp.
- H. A facsimile copy of a submittal will not be accepted. They will be returned without review or action.

1.06 SUBMITTAL PROCEDURES

- A. Procedures for submittals from General Contractors other than General Contractor.
 1. Contractor other than General Contractor

- a. Deliver one (1) translucent reproducible copy and one (1) electronic PDF copy to designated member of the Design Team and send one PDF copy of the submittal to the General Contractor. Include the specified Transmittal Forms with each submittal.
 - b. Send additional copies of the Transmittal Forms to Owner's Representative.
 - c. Title electronic file with CSI number and name of product submittal.

- 2. General Contractor
 - a. Review all submittals from other Contractors for coordination and scheduling of the Work in accordance with its duties specified in Section 01010.
 - b. Transmit any comments within five (5) days relating to the submittal to the Architect responsible for the submittal review. Provide Owner 's Representative and Kelly Maiello with a separate copy of any comments.
 - c. Maintain complete file of submittals with review comments at construction site
 - d. Maintain log of submittal submissions by type with dates. Format of log to be approved by Owner's Representative. Owner's Representative shall have access to log.

- 3. Reviewing Architect (Designated Member of Design Team)
 - a. Will review submittals.
 - b. Will coordinate review with other members of the Design Team and coordinate incorporation of all of the Design Teams comments on the submittals.
 - c. Will return one (1) electronic PDF copy of submittal with the review comments to the Contractor, and send a copy of the transmittal only to the Owner's Representative.
 - d. Will retain copy of the submittals as returned for its file.

- 4. Contractor
 - a. Will make and distribute one copy of reviewed submittal to both the Owner and the Owner's Representative.
 - b. Will make and distribute one copy of reviewed submittal to KellyMaiello (for all submittals not transmitted by the Contractor to Kelly Maiello for review).
 - c. Will make and distribute copies to the General Contractor and other Contractors and subcontractors, vendors and any other party requiring a copy as specified in "Reproduction and Distribution of Returned Submittals".
 - d. All copies are to contain the review markings of the Architect and all such markings shall be clear and legible in the copy.
 - e. Will retain one record copy for its file.

- 5. General Contractor
 - a. Will log return
 - b. Will retain one record copy for its file.

- B. Procedure for submittal from General Contractor
 - 1. General Contractor
 - a. Prepare and deliver one (1) electronic PDF of the submittal to the designated member of the Design Team.
 - b. Send additional copies of the Transmittal Forms to Owner's Representative.
 - 2. Reviewing Architect (Designated Member of Design Team)

- a. Will review submittals.
 - b. Will coordinate review with other members of the Design Team and coordinate incorporation of all of the Design Teams comments on submittals.
 - c. Will return to one (1) translucent reproducible copy of submittal with review comments to the General Contractor, and send a copy of the transmittal to the Owner's Representative.
 - d. Will retain copy of the submittals as returned for its file.
 - 3. General Contractor
 - a. Will log return.
 - b. Will make and distribute one copy of reviewed submittal to both the Owner and the Owner's Representative.
 - c. Will make and distribute one copy of reviewed submittal to Kelly Maiello (for all submittals not transmitted by the Contractor to Kelly Maiello for review).
 - d. Will make and distribute copies of submittal as specified in "Reproduction and Distribution of Returned Submittals" and as required to other Contractors, subcontractors, vendors, and any other party requiring a copy.
 - e. Will retain one record copy for its files
- C. Coordination and Scheduling: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of scheduled performance of related construction activities to avoid delay.
1. Coordinate each submittal with other submittals and with related sequential activities including:
 - a. Testing.
 - b. Purchasing.
 - c. Fabrication.
 - d. Delivery.
 - e. Installation.
 2. Coordinate transmittal of different types of submittals for the same element of the Work and different elements of related parts of the Work to avoid delay in processing because of the Architect's need to review submittals concurrently for coordination.
 - a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 - b. For submittals involving color selections, coordinate submittals so that related color selections can be made at one time. The color-selection process by the Architect will not be initiated until all of the color-selection submittals indicated in a related section have been received by the Architect, and the Contractor shall allow for the color-selection process in each section to take no less than the time indicated below:
 - 1) Color-selection submittals for the products specified in the specifications Sections, including but not limited to, 05120, 05500, 05511, 05740, 08110, 09900, 09910, 10200; a minimum of 30 days shall be allowed for the color-selection process.
 3. For any submittal that must be submitted to, reviewed by, or acted upon by a public authority having jurisdiction over the Project, make the submission to the public authority promptly and secure the public authority's final action on the submittal before forwarding the submittal to the Architect and Owner's Representative for review. (In such cases, the submission to the Architect and Owner's Representative shall include at least two submittal copies bearing the final action markings of the public authority, only one of which will be returned to the Contractor.)

4. Time Required for the Review and Processing of Submittals: To avoid delay, allow sufficient time for submittal review and processing, including time for resubmissions of submittals.
 - a. Except for cases in which the Contract Documents indicate more time may or will be required for the review and processing of submittals, allow 20 calendar days for the Architect's initial review of each submittal. Allow additional time if the Architect must delay processing to permit coordination with subsequent submittals. The Owner's Representative will advise the Contractor when a submittal's review must be delayed for coordination.
 - b. If large numbers of submittals must be transmitted to the Architect for review within short periods, allow additional time for their review and indicate to the Owner's Representative the order in which they should be reviewed and returned.
 - c. Allow 15 calendar days for the Architect's review of each resubmission of a submittal, except allow 25 calendar days in cases where the resubmission contains a significant amount of new information.
 5. Scheduling: Division 1 Section "Schedules" includes requirements related to the Contractor's Submittal Schedule.
 - a. Plan and manage the overall sequence and schedule of required submittals in such a way as to avoid "last minute" submittals and submitting large numbers of submittals within short periods.
 - b. Adhere to the Submittal Schedule reviewed and accepted by the Owner's Representative and Architect.
 - c. If the Work is delayed because of the Contractor's failure to transmit acceptable (complete and compliant) submittals to the Owner's Representative sufficiently in advance of the Work to permit the review and processing required by the Contract Documents and to avoid delaying the Work, the Contractor shall not be entitled to any extension of time or additional compensation to avoid a delay in the completion of the Work.
 6. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
 7. When mock-ups are required, submittals for all products used in mock-up shall be coordinated with schedule for mock-up construction.
- D. Submittal Numbering: Each Shop Drawing sheet, each Product Data document, and each Sample set shall be considered an individual submittal, and shall be assigned a unique submittal number by the Contractor.
1. Each submittal number shall be a combination of the appropriate Specification Section number for the submittal and consecutive numbering of the submittals under that Section. For example, the first submittal under Section 04520 would be numbered 04520.001, the second would be numbered 04520.002, and so on. The assigned submittal number shall appear on each submittal, and shall not be changed when a resubmission of the submittal occurs.
 2. Immediately following the submittal number, the submission number shall appear on each submittal. For example, the second submission of Submittal No. 045200.001 would be labeled "Submittal No. 045200.001 - 2nd Submission."
- E. Submittal Labeling: In a permanent label or title block on each submittal, include the following information:
1. Title and number of item submitted, as assigned by preparer of submittal.

2. Date of item submitted, including the current revision date.
3. Name of the firm or entity that prepared the submittal.
4. Project name and location.
5. The Owner's assigned Project Name
6. The Architect's Project Number: KM 08130
7. Name and address of the Contractor.
8. Name and address of the Subcontractor.
9. Name and address of the supplier.
10. Name and address of the manufacturer.
11. Number and title of appropriate Specification Section.
12. Contract Drawing number and detail references, as appropriate.
13. Similar definitive information as necessary.

F. Submittal Review and Approval by the General Contractor and the other General Contractors: Each submittal shall be reviewed and approved by the General Contractor issuing it for review prior to being transmitted for review, and shall bear (or have attached to it) a signed and dated submittal review and approval certification prepared by the Contractor. Any submittal forwarded to the Architect for review without this certification shall be rejected and returned without review. The Contractor's submittal review and approval certification shall state that:

1. The Contractor has determined and verified materials, field measurements, and field construction criteria related to the submittal, or will do so.
2. The Contractor has checked and coordinated the information contained within the submittal with the requirements of the Work and of the Contract Documents, has determined that the submittal is compatible with other components of the Work and complies with the requirements of the Contract Documents, and has indicated specifically in this certification any and all deviations from the requirements of the Contract Documents (including minor variations and limitations).
3. The Contractor has indicated specifically in this certification any and all revisions other than those requested by the Architect on previous submissions of the submittal.

G. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Each submittal must be accompanied by a Contractor's submittal transmittal form. The Architect will reject and return, without review, submittals received from sources other than a General Contractor.

1. Contractor's Submittal Transmittal Form: Prepare a draft of a transmittal form and submit it to the Architect for acceptance. The transmittal form shall include the following information:
 - a. Project name and location.
 - b. The Owner's Project Number. N/A
 - c. The Owner's Contractor Contract Number.
 - d. The Architect's Project Number: KM 13110
 - e. Transmittal number.
 - f. Date (the date the transmittal leaves the Contractor's office).
 - g. Destination (To:).
 - h. Source (From:).
 - i. Method of delivery.
 - j. Names of the Subcontractor, supplier, and/or manufacturer who prepared the submittals.
 - k. Definitive identification of the submittals transmitted (submittal numbers with submission numbers).
 - l. Category and type of submittal.
 - m. Number and type of copies transmitted.
 - n. Transmittal purpose (e.g., "for review" or "for record").
 - o. Submittal and transmittal distribution record.
 - p. Remarks.

- q. Signature of transmitter.
2. Do not include submittals that differ in type (e.g., shop drawings and product data) or Specification Section reference on a single transmittal. Prepare separate transmittals for submittals that differ in type or Specification Section reference.
- H. Delivery of Submittals: Have submittals delivered to the Architect and General Contractor promptly. In scheduling submittals, allow for delivery time.
- I. Reproduction and Distribution of Returned Submittals: The Contractor shall promptly produce clear and complete copies of each returned submittal, including all of the Architect's submittal review comments, annotations, and review stamps and promptly distribute these copies to all the other General Contractors, the Contractor's superintendent at the Project site and to the affected Subcontractors, suppliers, and other persons or entities responsible for performing portions of the Work. Distribution by the Contractor of these copies of the returned submittals shall be as needed to keep the Contractor's superintendent fully informed on the status and content of all submittals, as needed for submittal revision purposes, as needed for ordering, fabrication, installation, coordination, checking, and inspection purposes, and as otherwise deemed necessary by the Contractor or required to fulfill the Contractor's obligations under the Contract Documents. In addition to fulfilling these general requirements regarding reproduction and distribution of returned submittals, the Contractor shall produce and distribute copies of returned submittals as follows:
1. Produce copies of all submittals that have obtained a review status of "Reviewed" or "Reviewed with Notations" and maintain and annotate these as part of the Project Record Documents to be delivered to the Owner's Representative for submission to the Owner upon completion of the Work. Do the same for quality-control submittals that have been returned marked "No Action Taken or Required." (For submittals larger than 11 by 17 inches, these copies shall be translucent reproducibles.)
 2. Produce and distribute submittal copies required by public authorities having jurisdiction over the Work.
 3. Produce copies of each submittal and distribute them to each of the separate General Contractors involved in the Project:
 - a. When the submittal has achieved a review status of "Reviewed" or "Reviewed with Notations."
 - b. When such distribution of information will or may benefit the performance of the work of the Project by any of the separate Sub Contractors.
 - c. When requested by any of the separate Sub Contractors.
 4. Produce copies of each submittal and distribute them to each of Contractors involved in other related projects (noted in Specification Section 01010) at PCCA, as designated by the Owner:
 - a. When the submittal has achieved a review status of "Reviewed" or "Reviewed with Notations."
 - b. When such distribution of information will or may benefit the performance of work by any of those Contractors.
 - c. When requested by any of those Contractors.
 5. Produce and distribute additional copies as noted above in items 1.06A and 1.06.B.
- J. Resubmissions: When a submittal must be revised and resubmitted, prepare and process the resubmission in the same manner as the initial submission.

1. Do not resubmit submittals that have obtained a review status of "Reviewed" or "Reviewed with Notations" unless revisions to those submittals are necessary (in which case explain why on the resubmission's transmittal form) or unless the Architect or Owner's Representative has requested a resubmission for the record.
 2. Do not change the submittal number when a submittal is revised and resubmitted; only the submission number should differ on the resubmission.
 3. Clearly annotate each resubmission to indicate all revisions that have been made in response to the review notations on the preceding submission of the submittal, and clearly annotate each resubmission also to indicate any and all other revisions that have been incorporated in the submittal.
- K. Comply also with the procedural requirements for submittals indicated in each of the other Sections of these Specifications.

1.07 SHOP DRAWINGS

- A. Shop Drawings shall further develop the information given and the design concept expressed in the Contract Documents. Typically, a Shop Drawing will include more information, and more detailed information, regarding the portion of the Work covered by the Shop Drawing than the Contract Documents contain. Particular expertise regarding the portion of the Work covered by a Shop Drawing on the part of the person or entity preparing the Shop Drawing is typically required. For example, the preparer of a Shop Drawing may need to define assembly, connection, and attachment details that are not defined in the Contract Documents, and base those details on the manufacturer's expertise, standard practices, and base of experience with the same or similar applications. Ensure that the persons or entities preparing Shop Drawings have the expertise needed to properly develop and supplement the information given in the Contract Documents.
- B. Submit newly prepared information, drawn accurately to scale. Do not reproduce Contract Documents or copy standard printed information as the basis of Shop Drawings.
- C. Shop drawings that are a reproduction of the Contract Documents will be returned with no action taken by the Architect.
- D. Include the following information on Shop Drawings:
1. Fabrication information and details.
 2. Dimensions.
 3. Notation of dimensions established or to be established by field measurement.
 4. Identification of products and materials included (including information on reinforcements, gauges, seals, finishes, hardware, etc.).
 5. Compliance with specified standards.
 6. Coordination information and requirements.
 7. Assembly, connection, anchorage, and attachment information and details.
 8. Erection, setting, and installation information and details.
 9. Other information required by the Contract Documents.
- E. On Shop Drawings for HVAC, electrical, and plumbing, portions of the Work, and for other required equipment, include also the following information:
1. Locations of equipment, with equipment clearances for proper operation, inspection, and maintenance indicated.
 2. Locations for external connections and support points.
 3. Elevations of equipment and materials above the roof.
 4. Elevations of equipment and materials above the floor, compared with the elevations of ceilings and other overhead space limitations.

5. Locations and sizes of the sleeves, chases, and access panels and doors needed in adjacent construction (walls, ceilings, floors, roof, etc.) for the proper operation, inspection, and maintenance of the equipment and materials included in the submittal.
 6. Complete power and control wiring diagrams, conforming to NEMA Standard for Industrial Controls and Systems.
 7. Definition of the specific product options and accessories included.
 8. Other information required by the Contract Documents.
- F. Scale: Shop Drawings shall be prepared at a scale large enough to make required information and details clear and legible.
1. Shop Drawings incorporating room plans or floor plans, shall be prepared at a scale of not less than 1/16" inch equals 1'-0" unless a different scale is accepted in writing by the Architect.
 2. The scale must be indicated on the submittal.
- G. Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
- H. Submittal Quantities: Unless otherwise indicated, submit (1) one translucent reproducible copy and three (3) blue or black line copies or bond copies of each required Shop Drawing submittal to the designated member of the Design Team. The Architect will return the reproducible print marked with the action taken and corrections or modifications required.

1.08 PRODUCT DATA

- A. Collect Product Data into a single group of submittals for each element of construction or system, and transmit the complete group to the General Contractor and Architect at the same time. The Architect shall be entitled to reject piecemeal submittals as incomplete.
- B. When Product Data includes information on several products, some of which are not required or proposed for the Work, mark the submittal clearly to indicate which products are applicable and proposed for the Work. Mark Product Data submittals clearly to show also which product choices and options are applicable and proposed for the Work. Submittals not marked shall be returned without review.
- C. When the standard Product Data published by a manufacturer does not confirm conformance with all of the requirements indicated in the Contract Documents or provide all of the information indicated in Paragraphs 1.09.F and 1.09.G below, supplement the standard Product Data with additional data provided by the manufacturer (or by others, if necessary) to confirm conformance and provide the information required.
- D. When Product Data must be specially prepared for required products, materials, or systems because the manufacturer's standard product data documents are not applicable, submit the specially prepared product information as Shop Drawings and quality-control submittals, not Product Data, and include the same kinds of information as indicated in Paragraphs 1.09.F and 1.09.G below.
1. Such specially prepared product information would be required, for example, when the Contractor proposes to use a nonstandard product or a standard product that would be modified in any significant way for the Work.
- E. When manufacturer's Standard Schematic Drawings are used as a submittal:

1. Modify drawings to delete information that is not applicable to Project. Drawings showing information which is not applicable or unaltered standard drawings shall be returned without review.
2. Add supplemental information applicable to Project.

F. Include the following information in Product Data submittals:

1. Manufacturer's product specifications and recommendations, describing the product's dimensions, physical properties, capacities, performance characteristics, recommended uses, limitations, etc.
2. Identification of components and materials included (including information on reinforcements, gauges, seals, finishes, hardware, etc.).
3. Materials compatibility information and recommendations.
4. Compliance with recognized trade association standards.
5. Compliance with recognized testing agency standards.
6. Application of testing agency labels and seals.
7. Roughing-in and coordination requirements.
8. Manufacturer's detailed installation instructions.
9. Manufacturer's storage and maintenance recommendations.
10. Warranty descriptions and specimen warranties.
11. Other information required by the Contract Documents.

G Submittal Quantities: The Contractor shall submit one (1) original of each required Product Data submittal to the General Contractor and seven (7) originals of each required Product Data submittal to the designated member of the Design Team. The Architect will return four (4) originals, to the Contractor, marked with the action taken and corrections or modifications required.

1.09 SAMPLES

A. Submit full-size, fully fabricated Samples, cured and finished in the manner specified, and physically identical with the material or product proposed for use.

1. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements of the Project, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
2. Prepare Samples to match the Architect's sample when so indicated.
3. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, similar construction characteristics, and operation.
4. Mount, display, and package Samples in the manner specified or, if no manner is specified, appropriately to facilitate review of the characteristics and qualities indicated.
5. Include with each Sample the following information:
 - a. Description of the Sample.
 - b. Size limitations.
 - c. Sample source.
 - d. Product name(s) and name(s) of manufacturers.
 - e. Compliance with specified standards, and with other recognized standards.
 - f. Compliance with governing regulations.
 - g. Other information required by the Contract Documents.
6. Samples involving nonstandard components, formulations, or processes (such as samples of custom precast concrete mixes, custom carpet weaves, custom finishes, and custom colors) shall be accompanied by sufficient data on their components,

formulations, and processes to serve as a basis for evaluation and possible revision of the samples and to ensure that the samples, if accepted, can be replicated.

- B. Preliminary Samples: When Samples are specified for selection of color, pattern, texture, or similar characteristics from a manufacturer's range of standard choices, submit 2 full sets of all of the available choices for the material or product.
1. Preliminary Samples will not be returned to the Contractor, but the Architect's action on them will be communicated to the Contractor in writing, indicating selection or other action taken. When selections have been made by the Architect, the Contractor shall then submit verification samples of the selections, in the quantities and to be processed as indicated in the next paragraph.
- C. Submittal Quantities: Except for preliminary Samples and when individual Specification Sections establish different requirements for the quantities to be submitted, Contractor shall submit seven (7) sets of each required Sample submittal to the designated member of the Design Team. Four (4) sets will be returned marked with the action taken and corrections or modifications required.
1. When variations in color, pattern, texture, or other characteristic are inherent or proposed in the material or product represented by a Sample, each Sample set shall consist of 3 or more examples of the material or product that show the limits of the variations.
 2. When variations in color, pattern, texture, or other characteristic are not inherent or proposed, each Sample set shall consist of one example of the material or product.
 3. The seven (7) Sample sets in each Sample submittal shall be as nearly identical as possible.
- D. Distribution of Final Approved Samples:
1. Maintain one set of each Sample, as marked by the Architect, at the Project Site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to obtain final acceptance of the construction associated with each set.
 2. Distribute one (1) set each to the General Contractor, Owner and Owner's Representative. Distribute additional sets of Samples to the Subcontractors, suppliers, fabricators, manufacturers, installers, governing authorities, and others as required for performance of the Work. Show distribution on transmittal forms.
 3. Refer to other Specification Sections for indications of those Samples to be returned to the Contractor for incorporation in the Work. Such Samples must be in an undamaged condition at time of use. On their submittal transmittal forms, indicate plans for such special disposition of Sample submittals.
 4. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.
- E. Field samples and mockups specified in individual Specification Sections are special types of Samples. Comply with the submittal requirements specified in the individual Specification Sections for field samples and mockups, and comply with the submittal requirements in this Section to the fullest extent possible. Process transmittal forms as indicated in this Section to provide a record of activity.
- F. Shop review of models, patterns, molds and/or fabrication samples: Shop review is a special type of review process for three-dimensional submittals. Comply with the submittal requirements specified in the individual Specification Sections and comply with submittal requirements in this Section to the fullest extent possible. Process transmittal forms as indicated in this Section to provide a record of activity. The Contractor is responsible for

dimensioning of the fabricated items. Any review action by the Architect on shop review shall be subject to fit of fabricated elements into the Work in the field.

1.10 QUALITY-CONTROL SUBMITTALS

- A. Submit quality-control submittals, including design and engineering data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: When other Sections of the Specifications require a manufacturer's certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with the specified requirements.
 - 1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. Submittal Quantities: Except when individual Specification Sections establish different requirements for the quantities to be submitted, submit 2 reproducible originals (each of them certified or signed and sealed if a certification or an engineer's or other design professional's signature and seal are required) and 2 copies of each required quality-control submittal.
- D. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Control and Testing Laboratory Services." Inspection and test reports must be submitted in accordance with the procedures specified in Division 1 Section "Quality Control and Testing Laboratory Services", not under the procedures specified in this Section.

1.11 ARCHITECT'S ACTION ON SUBMITTALS

- A. When action on and return of a submittal is required, the Architect will review the submittal, mark it to indicate the action taken, and return it to the Contractor for distribution.
 - 1. Compliance with specified characteristics is the Contractor's responsibility and not considered part of the Architect's review and indication of action taken.
 - 2. Review of the Contractor's submittals by the Architect is conducted only for the limited purpose of checking for conformance with information given in the Contract Documents and the design concept expressed in the Contract Documents. The Architect's review of the Contractor's submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor.
 - 3. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.
- B. The Architect's action on a submittal will be indicated in the Architect's submittal review status stamp imprinted by the Architect on the submittal, generally as follows:
 - 1. "Reviewed": When submittals are marked "Reviewed" by the Architect, the Work covered by the submittal may proceed provided it complies with the requirements of the Contract Documents. Final acceptance will depend on that compliance.
 - 2. "Reviewed with Notations:" When submittals are marked "Reviewed with Notations" by the Architect, the Work covered by the submittal may proceed provided it complies with both the Architect's notations or corrections on the submittal and the requirements of the Contract Documents. Final acceptance will depend on that compliance. Annotations do not authorize changes to the Contract Sum or Construction Schedule.

- a. One of the Architect's notations on a submittal marked "Reviewed with Notations" may be "Revise and resubmit for record." In such a case, the Work covered by the submittal may proceed provided it complies with both the Architect's other notations or corrections on the submittal and the requirements of the Contract Documents, and final acceptance will depend on that compliance, but the submittal must be revised and resubmitted for record purposes. When the submittal is revised and resubmitted for the record, it will be acted upon as indicated under Paragraph 1.12.C below.
3. "Revise and Resubmit." When a submittal is marked "Revise and Resubmit" by the Architect, do not proceed with the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise the submittal or prepare a new submittal according to the Architect's notations. Revise and resubmit without delay. Revise and resubmit as many times as necessary to obtain a review status of "Reviewed" or "Reviewed with Notations" for the submittal.
 4. "Rejected." Items improperly forwarded to the Architect as submittals or found by the Architect to be incomplete or noncompliant as submittals may be rejected by the Architect without review or without complete review. The Contractor shall assume that any submittal marked "Rejected" has not received a complete review by the Architect, and that the Architect may mark the revised or replacement submittal, when received, with significant new review comments to be responded to by the Contractor. When a submittal is marked "Rejected" by the Architect, do not proceed with the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Prepare a new submittal according to the Architect's notations. Revise and resubmit without delay. Revise and resubmit as many times as necessary to obtain a review status of "Reviewed" or "Reviewed with Notations" for the submittal. Proceeding with and work related to a submittal marked "Rejected" by the Architect will be at the Contractor's own risk.
- C. When a submittal is primarily for information or record purposes or for special processing or other contractor activity, the submittal will typically be returned marked "No Action Taken or Required" by the Architect.
1. The Architect will typically not be taking action on quality-control submittals, for example, since the Architect's review and action should not be necessary for them. The Contractor shall remain completely responsible for their accuracy, completeness, and compliance with the requirements of the Contract Documents, and the Owner and the Architect shall be entitled to rely upon their accuracy, completeness, and compliance as submitted by the Contractor. Therefore, the Architect will typically return a quality-control submittal to the Contractor marked "No Action Taken or Required." If the Architect should discover that a quality-control submittal is incomplete or noncompliant, however, the Architect shall be entitled to return the submittal to the Contractor marked "Revise and Resubmit." In such a case, revise and resubmit without delay. Revise and resubmit as many times as necessary to obtain a review status of "No Action Taken or Required" for the submittal.
- D. The Architect will process up to 2 submissions of each required submittal without cost to the Contractor. The Contractor shall bear the costs incurred by the Owner and the Architect in the review and processing of third and subsequent submissions of a submittal, if such resubmissions could have been avoided by proper preparation of the first and second submissions or by complete and satisfactory responses in resubmissions to the Architect's notations on previous submissions. The professional rate for the Architect or Engineer to complete additional reviews beyond the 2nd submission shall be \$200.00/hour.
1. The Architect will inform the Contractor in writing when a submittal is received if the costs of its review and processing should be borne by the Contractor, stating why. In such a case, the Contractor shall promptly advise the Architect of the Contractor's agreement or

disagreement with this determination, but the Architect shall be under no obligation to wait for a response from the Contractor before proceeding to review and process the submittal received.

2. The Contract Sum shall be decreased by Change Order to cover the submittal review and processing costs to be borne by the Contractor.

- E. In the event any comment made to the Submittal results in a claim for a change in the Contract, the Owner's Representative shall be notified immediately and fabrication may not be undertaken until contract modification procedures are completed.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 CONFORMANCE OF WORK WITH SUBMITTALS

- A. Do not allow materials or products to be incorporated in the Work unless they are in complete conformance with the requirements of the Contract Documents and with required submittals bearing the Architect's "Reviewed" or "Reviewed with Notations" review markings.
- B. Ensure that all installers involved in the Work have and adhere to the installation instructions and recommendations contained in required submittals bearing the Architect's "Reviewed" or "Reviewed with Notations" review markings.
- C. Do not proceed with any portion of the Work requiring submittal review and action by the Architect, including purchasing, fabrication, delivery, installation, or other activity, until the submittals required for that portion of the Work have been marked "Reviewed" or "Reviewed with Notations" by the Architect.
 1. If the Contractor proceeds with any portion of the Work requiring submittal review and action by the Architect before the submittals required for that portion of the Work have been marked "Reviewed" or "Reviewed with Notations" by the Architect, such Work shall be at the Contractor's risk. The Contractor shall continue with the submittal process until the required submittals have obtained a review status of "Reviewed" or "Reviewed with Notations," and then shall correct or remove nonconforming Work as required to comply with the Contract Documents and with the submittals that have obtained the review status of "Reviewed" or "Reviewed with Notations."

END OF SECTION 01300