TAB 6

Submittals
SUBMITTAL PROCEDURES

The University of Alabama submittal procedures are defined in the General Conditions of the Contract for a particular project. In order to facilitate an orderly start of a project and to respond to typical questions and concerns, the mandatory submittal listing, timeframes associated with such, flow of information and primary parties responsibilities are described herein.

This section consists of; in order:

1. Projects mandatory submittal listing.
2. Timeframes allotted per the contract documents for submission of each.
3. Procedures for transmitting information between each of the responsible parties
4. Responsibility of each party in reviewing, approving, commenting, and logging of this information
5. Key points to consider

Note: If accessing this manual electronically please click on the appropriate link below to download the most current document.

General Conditions of the Contract

01300 – Submittals
1. **PROJECT MANDATORY SUBMITTAL LISTING**

The following submittals are required for all projects as outlined in the general conditions of the contract. This list may be amended and additional submittal data required as deemed necessary by the project team. Additional submittal requirements may be included in the supplemental general conditions or more commonly in the individual CSI specification sections.

- **CPM schedule** – Required both electronically (i.e. SureTrak Scheduling Software, P3 Scheduling Software, Microsoft Project) and in hard copy format. The additional requirements for the CPM schedule are outlined in Article 9. Progress Schedule and Charts of the General Conditions.
- **Schedule of Values** – Required to be submitted, a complete breakdown of the contract price showing the value assigned to each of the various parts of work, including an allowance for overhead and profit. Once approved by the Owner this breakdown will be used as the basis for all payment applications. The additional requirements for the schedule of values are outlined in Article 28. Applications for Partial and Final Payments of the General Conditions.
- **Listing of Subcontractors Proposed for the Work** - Required to be submitted in writing to the Owner for review as outlined in Article 38. The Contractor cannot change subcontractors after the initial list has been approved by the Owner without approval from the Owner to make the said change.
- **Credentials of Contractor's Superintendent** – Required to be submitted for approval by the Owner. The additional requirements for the approval of the Contractor’s superintendent are outlined in Article 18. Superintendence and Supervision of the General Conditions.
- **Shop Drawings/Samples/Product Data** – Submission of shop drawings, samples and product data as required for review and approval by the Owner and Designer. The additional requirements related to shop drawings/samples/product data can be found in Article 5 and in Article 8 of the General Conditions.

2. **CONTRACTUAL ALLOTMENT OF TIME FOR SUBMISSION**

- **CPM schedule** - Per Article 9 of the General Conditions the Contractor has (10) ten days following the issuance of Notice to Proceed to submit the schedule for review.
- **Schedule of Values** – Per Article 28 of the General Conditions the Contractor has (10) ten days following the issuance of the Notice to Proceed to submit the schedule of values for review.
- **Listing of Subcontractors Proposed for the Work** - Per Article 38 of the General Conditions the listing of subcontractors is to be transmitted concurrently with the transmittal of the signed contract agreement.
- **Credentials of Contractor's Superintendent** – Prior to commencement of work on the project site.
- **Shop Drawings/Samples/Product Data** – Shop drawings, product data and samples must be submitted by the Contractor sufficiently in advance of construction requirements to allow for checking, correcting, re-submitting, and rechecking.
3. INFORMATION FLOW/TRANSMITTAL PROCEDURES

- **CPM schedule** - The Contractor’s CPM schedule should be completed in an electronic format; either SureTrak Scheduling Software, Primavera P3 Scheduling Software or Microsoft Project. The electronic file can either be emailed to the Owner or provided on electronic media. The Contractor shall transmit (1) one copy to the Owner and (1) one copy to Designer. At the end of each month the Contractor shall update the schedule with the actual percentage completion and the actual start and finish dates. The Contractor should deliver to the Owner two (2) copies of the schedule showing the planned progress of work with that month’s partial application for payment.

- **Schedule of Values** – The Contractor shall transmit (1) one copy of the schedule of values to the Owner and concurrently (1) one copy for review to the Architect pursuant to the timeframe allowed in the contract. Once approved the schedule of values will be used as the basis for all applications for payment until the project is completed (See Tab 7).

- **Listing of Subcontractors Proposed for the Work** - The Contractor shall transmit (1) one copy of the listing of subcontractors to the Owner in a format that provides adequate information about the subcontractors that are proposed for the work.

- **Credentials of Contractor’s Superintendent** – The Contractor shall submit (1) one copy of the superintendent’s resume for review by the Owner.

- **Shop Drawings/Samples/Product Data** – Shop drawings, product data and samples should be submitted in accordance with the requirements of the Architect submittal procedures outlined in the project specifications. The following requirements apply to all shop drawings/samples/product data submittals.
  - The Contractor shall prepare and deliver its submittals to the Designer sufficiently in advance of construction requirements and in a sequence as to cause no delay in the work or in the activities of the Owner or of separate Contractors. In coordinating the submittal process with its construction schedule, the Contractor shall allow sufficient time to permit adequate review by the Architect.
  - The Contractor shall develop a submittal register, including all of the items listed in the project specifications.
  - The Contractor shall submit this submittal register for review by the Owner, the Owner will indicate which of these submittals will be required to be submitted for review by the Owner and the Designer.

4. RESPONSIBILITIES

**What is required of the Contractor:**

- If stipulated by the agreement between the Contractor and the Owner, the Contractor shall utilize the Owner’s project management software, Prolog Construction Project Management System.

- If the Contractor is not familiar with Prolog Construction Project Management System, the Contractor shall request that an orientation meeting be conducted. The Owner will provide training/orientation on the Prolog Construction Management System software at no cost to the Contractor.

- Prolog Construction Project Management System should be used to complete the following activities as it relates to the submittal process:
- Development of Submittal Register.
- Development of Submittal Packages.
- The Contractor shall require that subcontractor’s provide complete packages for review. Once complete packages are provided the Contractor shall log.
- The Contractor shall generate submittal transmittals out of the Prolog Construction Project Management System.
- The Contractor shall log when submittals are transmitted and to whom they are being transmitted to for review. This information should be tracked under the “Reviewers and Notes” tab in the Submittal Package information grouping. (See Exhibit A).
- The Contractor shall generate a report of submittal packages that are overdue during the review and distribute at the weekly OAC meeting for review.

Exhibit A.
What is required of the Architect/Engineer/Design Consultant:

- The Project Architect shall receive, log and distribute the Contractor’s submittals. The Project Architect shall be allowed a minimum (2) two weeks to review the submittal and return to the Contractor. Those submittals requiring Owner review shall be allowed (3) three weeks for review.

- The Project Architect shall review and understand which of those submittals included in the submittal register are to be reviewed concurrently by the Owner. Those submittals that require the Owner’s review must be retained by the Architect, after the Architect’s review and until the Owner has forwarded any comments back to the architect. The Owner’s comments should then be transmitted along with the Architect’s comments back to the Contractor.

- Upon completion of the submittal review process the Project Architect shall log the “Action” taken on the submittal by the Architect or Architect’s consultant within the Prolog Project Management System submittal package grouping.

- The Project Architect shall generate a submittal transmittal out of the Prolog Project Management System software and forward back to the Contractor with comments.

What is required of the Owner/Owner’s manager:

- Owner/Owner’s project manager should transmit the submittal register to the facilities planning group, facilities shop managers or other personnel with possible interest in the specified materials to be incorporated into the project. The Owner/Owner’s representative should request that the individuals reviewing the submittal register indicate which submittals will require their review.

- Upon receipt of the submittal information the Owner/Owner’s project manager should generate a transmittal to the in-house reviewer and forward the submittal to the reviewer for review. The reviewer should have a minimum of (1) one week to review the submittal before returning to the Designer.

- Upon return of the submittal to the Owner/Owner’s project manager by the reviewer the Owner/Owner’s project manager shall generate a transmittal to the project designer and forward the submittal information, along with comments to the Project Designer. Unless it is deemed impractical, a copy of the submittal and comments shall be created and filed in the applicable job file prior to transmitting the original back to the Project Designer.

- The Project Designer shall be responsible for incorporating the Owner’s reviewer’s comments into the submittal prior to issuance back to the Contractor.

5. KEY POINTS TO CONSIDER

- **Article 3 of the general conditions** requires that the Contractor have the duty to compare all documents including contract documents, shop drawings, samples and product data to verify that there is no inconsistency, ambiguity, conflicts or discrepancies. If the Contractor determines that there are differences between these documents they have the contractual responsibility to give written notice to the Owner.

- **Article 3 of the general conditions** also states that the approval of submittals by the Owner or Owner’s designer does not relieve the contractor of its continuing duties to comply with the requirements of the contract documents.
General Conditions
For Reference

Article 5. Shop Drawings:
The Contractor shall check the Contract Drawings for accuracy and verify with field measurements as necessary. Contractor shall submit to the Awarding Authority with its criticism and/or approval, all layouts, detail schedules, shop drawings, and setting or erection drawings as required by the Specifications or requested by the Awarding Authority for proper installation of materials, without causing delay in the Work. The Contractor shall read, carefully study, and check Subcontractors’ shop drawings for accuracy and see that work contiguous with and having bearing on work indicated on shop drawings shall be dated, numbered consecutively, show working and erection dimensions and necessary details, and include complete information for connecting to other work. Any work required by shop drawings that is fabricated by the Contractor prior to approval shall be at its own risk.

All shop drawings and schedules, accompanied by a letter of transmittal containing project number, number of drawings, titles, or other pertinent data, shall be submitted to the Awarding Authority in quintuplicate by the Contractor (with his stamp of approval thereon) sufficiently in advance of construction requirements to allow checking, correcting, re-submitting, and rechecking. If shop drawings show variations from the requirements of the Contract Documents because of standard shop practice or other reasons, specific mention of such variations shall be made in the letter of submittal.

Satisfactory drawings will be so identified, dated, approved, and three copies of sets returned to the Contractor by the Awarding Authority. Should shop drawings be disapproved, three sets will be returned to the Contractor by the Awarding Authority indicating corrections and changes to be made. Such corrections, changes, including design and artistic effect, shall be submitted in quintuplicate to the Awarding Authority until final approval is obtained. No corrections or changes indicated on shop drawings will be considered as Extra Work. Contractor shall not perform any portion of the Work requiring submittal and review of shop drawings, product data or samples unless and until such submittal shall have been approved by the Designer.

The approval of shop drawings, schedules, and setting or erection drawings will be general and shall not be construed:

A. as permitting any departure from contract requirements,
B. as relieving the Contractor of the responsibility for any error in details, dimensions, or otherwise that may exist in shop drawings and schedules, or
C. as approving departures from drawings and specifications or from additional details or instructions previously furnished by the Awarding Authority unless Contractor has in writing called attention to such deviations at the time of submission, and secured written approval.

Shop drawings, product data and samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with the information received from the Contract Documents.

Article 8. Samples:
The Contractor shall, without undue delay, furnish and submit to the Awarding Authority any samples which require the Awarding Authority’s or Designer’s approval, and also any samples which may be requested by the Awarding Authority, of any and all materials or equipment Contractor proposes to use. All shipping charges on the samples shall be prepaid. Samples shall be furnished sufficiently in advance.
to allow the Awarding Authority reasonable time for examination, investigation, or consideration without delay to the Work.

The Contractor shall provide Subcontractors and prospective manufacturers, material dealers or suppliers with complete information of pertinent contract requirements and all transactions therewith shall be through the Contractor.

Contractor’s use of materials or equipment in the Work prior to receiving any required sample approval of such materials or equipment shall be solely at the Contractor’s risk and expense.

Each sample shall have a label indicating the material represented, its place of origin and the name of the producers, the Contractor, and the building or Work for which the material is intended. Where manufacturer’s printed instructions for installation are required, duplicate copies of such directions shall be submitted with samples. Contractor’s attention is directed to General Conditions Section 50, USE OF FOREIGN MATERIALS.

A list of the samples, the name of the building or Work for which the materials are intended, and the brands of materials and names of the manufacturers shall accompany each sample transmission by the Contractor.

After a material has been approved by the Awarding Authority no additional samples of that material will be considered and no change in brand or make will be permitted.

Failure of any materials to pass required tests will be sufficient cause for refusal to consider any further samples of the same brand or make of that material for use in the Work.

Test samples, as the Awarding Authority may deem necessary, will be produced from the various materials delivered for use in the Work. If any of these test samples fail to meet the contract requirements, any previous approvals will be withdrawn and such materials shall be subject to removal and replacement by the Contractor with materials or equipment meeting the contract requirements. The Awarding Authority has the option to allow the defective materials to remain in place subject to proper credit or adjustment of the Contract Price as hereinafter set forth under General Conditions Section 21, DEDUCTIONS FOR UNCORRECTED WORK.

The costs of tests will be borne as specified in the Contract Documents.

**Article 9. Progress Schedule and Charts:**

The Contractor shall, within ten days after date of commencement stated in the Notice to Proceed, prepare and submit for the Designer and Awarding Authority’s review and approval a Critical Path Method (CPM) type of schedule (in both electronic (not PDF) and hard format) showing the order in which the Contractor proposes to carry out the Work within the contract time. The CPM schedule shall include, among other detail, the date Contractor will start the salient features of the Work, including, but not limited to, procurement of material, plant and equipment, startup, testing and acceptance, critical milestones, activity relationships and constraints, float, and the contemplated date of completion for the Work and each activity there under. The schedule shall be of sufficient detail to reflect all major aspects and constraints of the Work including, but not limited to, coordination with other trade packages and any information or actions required by Designer and/or the Awarding Authority. The Designer and Awarding Authority’s review and approval of the Contractor’s construction schedule shall be only for compliance with the specified format, Contract Time, and suitability for monitoring progress of the Work and shall not be construed as a representation that the Designer or Awarding Authority has analyzed the schedule to form opinions of sequences or durations of time represented in the schedule.

The CPM schedule shall be in the form of a computerized flow chart using “SureTrak,” or other software and be of suitable scale to indicate the percentage of the various classifications or work scheduled for completion at any time. If “SureTrak” is not used, Contractor shall provide licensed copies of other software used to develop the schedule at no additional cost to the Awarding Authority. The Contractor
shall regularly update the CPM schedule. At the end of each month Contractor shall enter the actual percentage of completion and the actual start and finish dates on the construction schedule and deliver to the Awarding Authority two current copies showing planned and actual progress of the Work with each Application for Partial Payment. The construction schedule shall be revised to reflect any agreed extensions of the Contract Time or as required by conditions of the Work.

The Contractor’s construction schedule shall be used by the Contractor, Designer, and Awarding Authority to determine the adequacy of the Contractor’s progress. The Contractor shall be responsible for maintaining progress in accordance with the currently approved construction schedule and shall increase the number of shifts, and/or overtime operations, days of work, and/or amount of construction plant as may be necessary to do so. If the Contractor’s progress falls materially behind the currently approved construction schedule and, in the opinion of the Designer or Awarding Authority, the Contractor is not taking sufficient steps to regain schedule, upon written request Contractor shall submit for review by Designer and Awarding Authority such supplementary or revised construction schedules as necessary to demonstrate the manner in which the original rate of progress will be regained, all without additional cost to the Awarding Authority.

Failure by the Contractor to comply with these progress requirements in order to ensure completion within the Contract Time will be sufficient reason for the Awarding Authority to terminate the Contract or supplement the Contractor as provided elsewhere in the contract.

The Contractor’s construction schedule shall begin with the date of commencement stated in the Notice to Proceed or Letter of Intent and conclude with the date of Substantial Completion of the Work. Float or slack time within the construction schedule is not for the exclusive use or benefit of the Awarding Authority or of the Contractor, but is a resource available to both parties as needed to meet contract milestones and the contract completion date.

Pursuant to these float sharing requirements, no time extensions will be granted until a delay occurs which will impact the Work’s critical path, consumes all float or contingency time available, and extends the Work beyond the contract completion date.

The Awarding Authority reserves the right to reduce the Contract Time to the time of completion shown on the Contractor’s early completion schedule at no additional cost to the Awarding Authority.