

ADDENDUM #4

DATE: September 23, 2022

PROJECT: Northern Moraine Wastewater Reclamation District
Lakemoor Lift Stations Modifications

PROJECT NUMBER: NMW-070

OWNER: Northern Moraine Wastewater Reclamation District, Illinois

ENGINEER: Trotter and Associates, Inc.
40W201 Wasco Road, Suite D
St. Charles, Illinois 60175

TO: Prospective Bidders

The Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated July 15, 2022, with amendments and additions noted below.

Return the provided Receipt of Addendum Acknowledgement to Trotter and Associates, Inc. and acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may disqualify the Bidder.

This Addendum consists of two (2) pages, plus attachments consisting of sixteen (16) pages.

General Comments

1. The bid opening is hereby **extended to 11:00 AM September 30, 2022 at the Owner’s office.**
 2. The Owner will allow the use of a EBAA MEGAFLANGE flange adapter for the replacement of pump discharge piping in the wet wells of each lift station. Use is limited to (1) flange adapter per riser and it must be installed above the water level.
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Modifications to Project Specifications

1. **Proposal Section has been replaced in its entirety to reflect the “Schedule of Prices”.**

2. Section 01 20 00 Price and Payment Procedures

Section 01 20 00 Price and Payment Procedures Allowance Schedule is hereby modified as follows:

CASH ALLOWANCES

Item Number	Description	Quantity Included in the Lump Sum Base Bid	Unit	Unit Price	Total Amount Included in the Lump Sum Base Bid
1.	Electrical Utility charges for relocation or replacement of existing meter and pedestal, if required, at LS #6 and LS #7 (ADD4)	1	Lump Sum	\$ 10,000	\$ 10,000
2.	Natural gas utility charges for relocation of existing gas meter, if required, at LS #3, LS #4 and LS #7. (ADD4)	1	Lump Sum	\$ 10,000	\$ 10,000
2-3.	Unforeseen Conditions	1	Lump Sum	\$ 10,000	\$ 10,000

3. Section 01 33 00 Submittal Procedures has been replaced in its entirety to remove the use of Submittal Exchange.

Modifications to the Drawings

None.

Questions & Clarifications

None.

ALL ITEMS IN CONFLICT WITH THIS ADDENDUM ARE HEREBY DELETED.

THIS ADDENDUM IS HEREBY MADE PART OF THE CONTRACT DOCUMENTS AND SHALL BE NOTED ON THE PROPOSAL.

Attachments:

1. Addendum Receipt Acknowledgement (1 Page)
2. Proposal Section (5 Pages)
3. Section 01 33 00 Submittal Procedures (10 Pages)

END ADDENDUM NO. 4



**Northern Moraine Wastewater Reclamation District
Lakemoor Lift Stations No. 1-7 Modifications**

**Receipt of Addendum Acknowledgement
Addendum No. 4**

Please check the appropriate box, enter the corresponding information required below, and return via email to a.fialko@trotter-inc.com. If you do not respond to this notice, repeat notices may follow. Failure to acknowledge receipt of addenda within the project Bid Documents may result in the Bid being declared Non-responsive.

_____ (Name of Plan Holder)

I have received the Addendum by email. I have confirmed that the Addendum is complete as indicated in the Addendum description.

_____ (Signature)

_____ (Printed Name, Title)

Please send future correspondence by email to the address below.

_____ (Email Address)

I will not be bidding this project and request no further correspondence.

NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT

CONTRACT FOR

Lakemoor Lift Stations No. 1-7 Modifications

BIDDER'S PROPOSAL

Full Name of Bidder _____ (“Bidder”)

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone _____

TO: Northern Moraine Wastewater Reclamation District (“Owner”)
Attn: Mohammed Haque, District Manager
113 Timber Trail
P. O. Box 240
Island Lake, IL 60042

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____, which are securely stapled to the end of this Bidder's Proposal [if none, write “NONE”] (“Bid Package”).

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. **Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package (“Work Site”) and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the **Lakemoor Lift Stations No. 1-7 Modifications**; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to

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procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the “Work.”

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following “Schedule of Prices” (“Price Proposal”), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

A. UNIT PRICE CONTRACT

There are eight individual unit prices for this project – (7) lift stations and (1) cash allowances. They are called out in the drawings and specifications and are summarized in the INVITATION FOR BIDDER’S PROPOSALS.

The individual unit prices (lift stations) are an integral part of this proposal, and to be considered responsive, the bidder shall provide a proposal for each unit price (lift station). The District reserves the right to award a contract on the basis of any combination of unit prices (lift stations) as the District’s budgetary constraints dictate.

The low, responsible, responsive bidder will be determined based on the combination of unit prices (lift stations) selected.

COMPLETE TABLE AS INDICATED

LIFT STATION No.1	
LIFT STATION No.2	
LIFT STATION No.3	
LIFT STATION No.4	
LIFT STATION No.5	
LIFT STATION No.6	
LIFT STATION No.7	
CASH ALLOWANCES outlined in Section 01 20 00	\$30,000
TOTAL ALL LIFT STATIONS + ALLOWANCES	

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
2. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
3. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment A to the Contract and will perform the Work

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diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to the General Instructions to Bidders.

5. **Bidder Representations**

A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. **Not Barred.** Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. **Qualified.** Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. **Owner's Reliance.** Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in the Invitation for Bidder's Proposals for the sum of _____ dollars (\$_____), which is equal to ten percent of Bidder's Price Proposal ("Bid Security").

8. **Owner's Remedies**

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Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in the General Instructions to Bidders.

10. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this _____ day of _____, 20____.

Attest/Witness: _____
Bidder

By: _____ By: _____

Title: _____ Title: _____

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 11,
FOR SIGNATURE REQUIREMENTS**

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Construction progress schedules.
- D. Proposed product list.
- E. Product data.
- F. Use of electronic CAD files of Project Drawings.
- G. Shop Drawings.
- H. Samples.
- I. Other submittals.
- J. Design data.
- K. Test reports.
- L. Certificates.
- M. Manufacturer's instructions.
- N. Manufacturer's field reports.
- O. Erection Drawings.
- P. Contractor review.
- Q. Engineer review.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.
- B. Informational Submittals: Written and graphic information and physical Samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

- C. Shop Drawings:
 1. See General Conditions.
 2. Product data and samples are Shop Drawing information.

- D. Miscellaneous Submittals:
 1. Submittals other than Shop Drawings:
 2. Representative types of miscellaneous submittal items include but are not limited to:
 3. Construction schedule.
 4. Concrete, soil compaction, and pressure test reports.
 5. HVAC test and balance reports.
 6. Installed equipment and systems performance test reports.
 7. Manufacturer's installation certification letters.
 8. Instrumentation and control commissioning reports.
 9. Warranties.
 10. Service agreements.
 11. Construction photographs.
 12. Survey data.
 13. Cost breakdown (Schedule of Values).

1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer accepted form.

- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.

- C. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.

- D. Send submittals as PDF electronic files to Owner via email. Coordinate submission of related items.

- E. All transmittals must be from Contractor and bear his approval stamp. Transmittals will not be received from or returned to subcontractors.
 1. Shop Drawing transmittal stamp shall read “(Contractor's Name) has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval as stipulated under General Conditions Paragraph 6.17D”. Transmittals will not be received from or returned to subcontractors.

- F. Provide legible submittal information defining specific equipment or materials utilized on the project. Generalized product information not clearly defining specific equipment or materials to be provided will be rejected.
 1. Original fax copies are acceptable providing all information is legible.
 2. Second generation fax copies are not acceptable.

- G. Calculations required in individual Specification Sections will be received for information purposes only and will be stamped and returned to acknowledge receipt.

- H. Submittal Schedule:
 1. Schedule of Shop Drawings:

- a. Submitted and approved within 20 days of receipt of Notice to Proceed.
 - b. Account for multiple transmittals under any Specification Section where partial submittals will be transmitted.
- 2. Shop Drawings:
 - a. Submittal and approval prior to 50 percent completion.
- I. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- J. Allow space on submittals for Contractor and Engineer review stamps.
- K. When revised for resubmission, identify changes made since previous submission.
- L. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- M. Submittals not requested will not be recognized nor processed, they will be stamped for information purposes only and returned to acknowledge receipt.
- N. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.
- O. Miscellaneous Submittals:
 - 1. Transmit under Contractor's standard letter of transmittal or letterhead.
 - 2. Submit in triplicate or as specified in individual specification section.
 - 3. Transmit to Engineer's main office.
 - 4. Provide copy of letter of transmittal to Resident Project Representative.
 - a. Exception for concrete, soils compaction and pressure test reports.
 - 1) Transmit one copy to Resident Project Engineer.
 - 2) Transmit one copy to location and individual indicated above for other miscellaneous submittals.
- P. Preparation of Submittals:
 - 1. Shop Drawings:
 - a. Scope of any letter of transmittal:
 - 1) Limited to one Specification Section.
 - 2) Do not submit under any Specification Section entitled (in part) "Basic Requirements".
 - b. Numbering letter of transmittal:
 - 1) Include as prefix the Specification Section number followed by "-xx" beginning with "01".
 - 2) If more than one submittal under any Specification Section, number transmittals consecutively.
 - c. Describing transmittal contents:
 - 1) Provide listing of each component or item in submittal capable of receiving an independent review action.
 - 2) Identify for each item:
 - a) Manufacturer and Manufacturer's drawing or data number.
 - b) Contract Document tag number(s).
 - c) Contract Drawing Section or detail number if appropriate.
 - d) Specification Article/Paragraph number if appropriate.

- d. Resubmittals:
 - 1) Number with original root number and a suffix letter starting with "A" on a (new) duplicate transmittal form.
 - 2) Do not increase the scope of any prior transmittal.
 - 3) Account for all components of prior transmittal.
 - a) If items in prior transmittal received "A" or "B" Action code, list them and indicate "A" or "B" as appropriate. Do not include submittal information for items with prior "A" or "B" Action in transmittal.
 - b) Indicate "Outstanding-To Be Resubmitted At a Later Date" for any prior "C" or "D" Action item not included in resubmittal. Obtain Engineer's prior approval to exclude items.
- e. For 8-1/2 IN x 11 IN size sheets, provide two (2) copies of each page for Engineer, plus the number required by the Contractor. The number of copies required by the Contractor will be defined at the Preconstruction Conference, but shall not exceed a total of six (6).
- f. Provide clear space (4 IN SQ) for Engineer stamping of each component defined in 1.4-A.4.
- g. Contractor shall not use red color for marks on transmittals. Duplicate all marks on all copies transmitted, and ensure marks are photocopy reproducible. Outline Contractor marks on reproducible transparencies with a rectangular box.
- h. Transmittal contents:
 - 1) Coordinate and identify Shop Drawing contents so that all items can be easily verified by the Engineer.
 - 2) Identify equipment or material use, tag number, Drawing detail reference, weight, and other project specific information.
 - 3) Provide sufficient information together with technical cuts and technical data to allow an evaluation to be made to determine that the item submitted is in compliance with the Contract Documents.
 - 4) Submit items like equipment brochures, cuts of fixtures, product data sheets or catalog sheets on 8-1/2 IN x 11 IN pages. Indicate exact item or model and all options proposed.
 - 5) Include legible scale details, sizes, dimensions, performance characteristics, capacities, test data, anchoring details, installation instructions, storage and handling instructions, color charts, layout Drawings, parts catalogs, rough-in diagrams, wiring diagrams, controls, weights and other pertinent data. Arrange data and performance information in format similar to that provided in Contract Documents. Provide, at minimum, the detail provided in the Contract Documents.
 - 6) If proposed equipment or materials deviate from the Contract Drawings or Specifications in any way, clearly note the deviation and justify the said deviation in detail in a separate letter immediately following transmittal sheet.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Comply with Section 01 32 16 - Construction Progress Schedule.

1.5 PROPOSED PRODUCT LIST

- A. Within 10 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

1.6 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Post electronic submittals as PDF electronic files to Project website.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.7 ELECTRONIC CAD FILES OF PROJECT DRAWINGS

- A. Electronic CAD Files of Project Drawings: May only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.
- B. Electronic CAD Files of Project Drawings: Distributed only under the following conditions:
 - 1. Use of files is solely at receiver's risk. Engineer does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Engineer of discrepancy and use information in hard-copy Drawings and Specifications.
 - 2. CAD files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.
 - 3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.
 - 4. Receiver shall not hold Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.

5. Receiver shall understand that even though Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
6. Receiver shall not hold Engineer responsible for such viruses or their consequences, and shall hold Engineer harmless against costs, losses, or damage caused by presence of computer virus in files or media.

1.8 SHOP DRAWINGS

- A. Shop Drawings: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.
 1. Include signed and sealed calculations to support design.
 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Post electronic submittals as PDF electronic files to Project website.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.9 SAMPLES

- A. Samples: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples for Selection as Specified in Product Sections:
 1. Submit to Engineer for aesthetic, color, and finish selection.
 2. Submit Samples of finishes, textures, and patterns for Engineer selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- D. Include identification on each Sample, with full Project information.
- E. Submit number of Samples specified in individual Specification Sections; Engineer will retain one (1) Sample.
- F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.

- G. Samples will not be used for testing purposes unless specifically stated in Specification Section.
- H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.10 OTHER SUBMITTALS

- A. Closeout Submittals: Comply with Section 01 70 00 - Execution and Closeout Requirements.
- B. Permits: Within 15 days after date established in Notice to Proceed, submit a list of permits and licenses to be obtained, identifying the granting agency and the required date of permit submittal.
- C. Informational Submittal: Submit data for Engineer's knowledge as Contract administrator or for Owner.
- D. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

1.11 DESIGN DATA

- A. Submit for the Engineer's knowledge as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the Contract Documents.

1.12 TEST REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.13 CERTIFICATES

- A. Informational Submittal: When specified in individual Specification Sections, Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.

1.14 MANUFACTURER'S INSTRUCTIONS

- A. Informational Submittal: Submit manufacturer's installation instructions for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing to Engineer in quantities specified for Product Data.
- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.15 MANUFACTURER'S FIELD REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit report in duplicate within fifteen (15) days of observation to Engineer for information.
- C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.16 ERECTION DRAWINGS

- A. Informational Submittal: Submit Drawings for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit Drawings for information assessing conformance with information given and design concept expressed in Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by Engineer or Owner.

1.17 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Engineer.
- B. Contractor: Responsible for:
 - 1. Determination and verification of materials including manufacturer's catalog numbers.
 - 2. Determination and verification of field measurements and field construction criteria.
 - 3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
 - 4. Determination of accuracy and completeness of dimensions and quantities.
 - 5. Confirmation and coordination of dimensions and field conditions at Site.
 - 6. Construction means, techniques, sequences, and procedures.
 - 7. Safety precautions.
 - 8. Coordination and performance of Work of all trades.

- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Engineer.

1.18 ENGINEER REVIEW

- A. Do not make "mass submittals" to Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 15 or more submittals or items in one week. If "mass submittals" are received, Engineer's review time stated above will be extended as necessary to perform proper review. Engineer will review "mass submittals" based on priority determined by Engineer after consultation with Owner and Contractor.
- B. Informational submittals and other similar data are for Engineer's information and will be stamped for information purposes only and returned to acknowledge receipt.
- C. Submittals made by Contractor that are not required by Contract Documents will be stamped for information purposes only and returned to acknowledge receipt.
- D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order, or Contract Modification Request (CMR).
- E. Shop Drawings, Samples and Miscellaneous Submittals:
 - 1. Items within transmittals will be reviewed for overall design intent and will receive one of the following actions:
 - a. A – NO EXCEPTIONS NOTED.
 - b. B – EXCEPTIONS NOTED (BY ENGINEER).
 - c. C – REVISE AND RESUBMIT.
 - d. D – REJECTED.
 - e. E – ENGINEER'S REVIEW NOT REQUIRED.
 - 2. Transmittals received will be initially reviewed to ascertain inclusion of Contractor's approval stamp. Drawings not stamped by the Contractor or stamped with a stamp containing language other than that specified in Paragraph 1.3–A.2.a., will not be reviewed for technical content and will be returned without any action.
 - 3. Transmittals returned with Action "A" or "B" are considered ready for fabrication and installation. If for any reason a transmittal that has an "A" or "B" Action is resubmitted, it must be accompanied by a letter defining the changes that have been made and the reason for the resubmittal. Destroy or conspicuously mark "SUPERSEDED" all documents having previously received "A" or "B" Action that are superseded by a resubmittal.
 - 4. Transmittals with Action "A" or "B" combined with Action "C" (Revise and Resubmit) or "D" (Rejected) will be individually analyzed giving consideration as follows:
 - a. The portion of the transmittal given "C" or "D" will not be distributed (unless previously agreed to otherwise at the Preconstruction Conference). One copy or the one transparency of the "C" or "D" Drawings will be marked up and returned to the Contractor. Correct and resubmit items so marked.
 - b. Items marked "A" or "B" will be fully distributed.

- c. If a portion of the items or system proposed are acceptable, however, the major part of the individual Drawings or documents are incomplete or require revision, the entire submittal may be given "C" or "D" Action. This is at the sole discretion of the Engineer. In this case, some drawings may contain relatively few or no comments or the statement, "Resubmit to maintain a complete package." Distribution to the Owner and field will not be made (unless previously agreed to otherwise).
5. Failure to include any specific information specified under the submittal paragraphs of the Specifications will result in the transmittal being returned to the Contractor with "C" or "D" Action.
6. Transmittals such as submittals which the Engineer considers as "Not Required," submittal information which is supplemental to but not essential to prior submitted information, or items of information in a transmittal which have been reviewed and received "A" or "B" Action in a prior transmittal, will be returned with Action "E. Engineer's Review Not Required."
7. Samples may be retained for comparison purposes. Remove samples when directed. Include in bid all costs of furnishing and removing samples.
8. Approved samples submitted or constructed, constitute criteria for judging completed work. Finished work or items not equal to samples will be rejected.
9. Excessive review time due to a failure by the Contractor, subcontractor, manufacturer and/or supplier to properly revise submittal(s) will be billed to the Contractor by the Engineer at a rate of one hundred dollars (\$100.00) per hour, minimum two hours.
 - a. Payment for excessive review time will be charged to the Contractor directly.
 - b. Excessive time is defined as more than two reviews of any Shop Drawing submitted.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 01 33 00