

ARTICLE XVI - REQUIRED SUBMITTALS

16.1 GENERAL

This Article describes the Contractor submittals that are required for this project. In general, they include but are not necessarily limited to shop drawings, product and material data sheets, material safety data sheets, work plans and schedules, etc., as specified and required by the plans and specifications. As soon as possible after award of the contract, the Contractor shall submit for approval, all required submittals to the Construction Engineer at 79 S. Nimitz Highway, Honolulu, Hawaii 96813. After the State's approval of the submittals, the Contractor shall promptly and timely order the materials for the project so as to not delay the construction schedule and progression of work.

16.2 REQUIRED SUBMITTALS

The Contractor shall submit for review and approval electronic pdf set of each required submittal listed below. To the best of the State's knowledge, this list is deemed to be complete, however, the Contractor shall consider this list to be the minimum required, and shall be responsible for all submittals required by this contract as may be specified elsewhere on the plans and/or specifications.

Supplemental Special Provisions

- A. Qualifications of Bidders

Article X - Project Description

- A. Permits
- B. Shop Drawings
- C. Test Results
- D. As-Built Drawings
- E. Traffic Control Plans
- F. Quality Control Plan
- G. Construction Schedule
- H. Harbors Security Documentation
- I. Health and Safety Plan

Article XII - Environmental Protection

- A. Site Specific Best Management Practices Plan

Article XIII - Demolition and Removal Work

- A. Proposed demolition and removal procedure
- B. Gas Free Certificate

Article XIV - Trench Excavation and Backfill

- A. Compaction test results

Article XV - Structural Excavation and Backfill

- A. CLSM mix design

Article XVII – Portland Cement Concrete Pavement

- A. Concrete Mix Design

Article XVIII – Asphalt Concrete Pavement

- A. Asphalt Concrete Pavement Mix Design

Article XIX - Aggregate Base Course

- A. Certificate of Compliance for aggregate base course
- B. Compaction test results

Article XXI – Water System

- A. CIPP Installation Plan
- B. CIPP manufacturer's detailed product fact sheet
- C. Chlorination certificate

Article XXII – Traffic Control

- A. Traffic control plans

Article XXIII - Reinforced Concrete (Civil Structures)

- A. Concrete mix design
- B. Batch ticket information
- C. Curing concrete elements

Article XXVII – Temporary Water Pollution, Dust, and Erosion Control

- A. Storm Water Pollution Prevention Plan.
- B. Inspection reports

16.3 REVIEW AND ACCEPTANCE PROCESS

The submittal shall be complete. Incomplete submittals will be rejected and will not be reviewed. The Engineer will complete the review of the submittal within 30 days from the date of receipt unless a different review time is established by the contract documents. The Engineer will advise the Contractor, in writing, as to the acceptability of the submittal. Should the Engineer partially or totally reject the submittal, the Contractor shall modify the submittal as required by the Engineer and resubmit the item within 15 days. At this time, the review and acceptance cycle described above shall begin again. The review and acceptance cycle shall begin again as described above each time the submittal is returned to the Contractor for modification. If the volume of the shop drawings submitted at any time for review is unusually large, the Contractor shall inform

the Engineer of its preferred order for reviews, and the Engineer will use reasonable efforts to accommodate the Contractor's priority.

The acceptance by the Engineer of the Contractor's submittal relates only to their sufficiency and compliance with the intention of the contract. Acceptance by the Engineer of the Contractor's submittal does not relieve the Contractor of any responsibility for accuracy of dimensions, details, and proper fit, and for agreement and conformity of submittal with the contract drawings and specifications. Nor will the Engineer's acceptance relieve the Contractor of responsibility for variance from the contract documents unless the Contractor, at the time of submittal, has provided notice and indemnification of such variances required by this section. Acceptance of a variance shall not justify a contract price or time adjustment unless the contractor requests such adjustment at the time of submittal and the adjustment is explicitly agreed to in writing by the Engineer. Any such request shall include price details and proposed scheduling modifications. Acceptance of a variance is subject to all contract terms, stipulations and covenants, and is without prejudice to any and all rights under the surety bond.

If the Engineer returns a submittal to the Contractor that has been rejected, the Contractor, so as not to delay the work, shall promptly make a resubmittal conforming to the requirements of the contract documents and indicating in writing on the transmittal and the subject transmittal what portions of the resubmittal have been altered in order to meet the acceptance of the Engineer. Any other differences between the resubmittal and the prior submittal shall also be specifically described in the transmittal.

No mark or notation made by the Engineer on or accompanying the return of any submittal to the Contractor shall be considered a request or order for a change in work. If the Contractor believes any such mark or notation constitutes a request for a change in the work for which it is entitled to an adjustment in contract price, contract time, or both, the Contractor must follow the procedures established in Article IV – Scope of Work of the General Provisions, as amended by the Special Provisions, or lose its right to claim for an adjustment.

16.4 MEASUREMENT AND PAYMENT

Payment for required submittals will not be made separately. The Contractor shall consider this work incidental to the various bid items in the Proposal Schedule.

END OF ARTICLE