

Attachment 1 -

Division 1- Specifications

PART 1—GENERAL

011200 - SUMMARY OF THE WORK

1.1 DESCRIPTION OF WORK

- A. This Section summarizes construction operations required by the Contract Documents, defines aspects of Prime Contractor's relationship with City and lists special City requirements.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Applicable provisions of Bidding Requirements, Contract Requirements in Division 0 and all applicable Division 1 sections.

1.3 PROJECT DESCRIPTION

- A. The work is as defined by the Project Drawings and Specifications and covers the demolition of an existing one-story recreation center building and construction of a new one-story building and site improvements for the Panati Playground at 3101-27 N. 22nd Street, Philadelphia, PA 19132. Scope of the new building includes, but is not limited to, all building systems, including mechanical, electrical, plumbing, and data/communications systems, equipment, and video surveillance system,

1. For complete scope of work please refer to the Project Drawings and the Specifications.

1.4 CONTRACTS

- A. Construct Work under a Prime Contract for General Construction Work.
- B. General Construction Work: Provide all the Work of the Contract, no matter where the information is located.
 1. Selective demolition and new construction as required for new Mechanical., Plumbing and Electrical Work but only if indicated on the Demolition or Architectural Drawings. Cutting and patching required by the other Prime Contractors and not specifically indicated on the drawings are the responsibility of the respective Prime.
 - a. Remove conduit runs with wiring, boxes and devices built into existing walls, floors or roof slabs which are to be removed.
 2. Install access doors and panels, anchors, embedments, bolts, plates, sleeves, boxes, etc. furnished under other Contracts.
 3. Provide blocking, backing, box-outs, openings, recesses, etc. required for the Work of other Contracts.
 4. Provide a dumpster for the use of all Contractors.
 5. Provide periodic and final cleaning of building and site.
 6. Normal patching of sprayed-on fireproofing required because of the installation of Work required in other Contracts.
 7. Provide control lines and elevation benchmarks at central locations for the extension by other Prime Contractors.

8. Provide temporary site perimeter fence and sidewalk cover if required.
9. Provide temporary toilet facilities for all Contractors.
10. Provide base flashing of roof-mounted curbs and rails provided under other Prime Contracts.
11. Provide painting of all surfaces and equipment exposed to view in the finished Work, regardless of which Prime Contractor provided the surface or equipment.
12. Furnish starters and disconnects for electrical components of systems included in the General Construction Work for installation under the Electrical Contract.

1.5 CONTRACTOR'S USE OF PREMISES

- A. Prime Contractors shall have complete and exclusive use of premises as required for execution of Work of this Contract only.
- B. Coordinate use of premises with Project Coordinator
- C. Protect products stored on-site
- D. Store products to avoid interference with operations of City or other Prime Contractors
- E. Secure and pay for additional storage and work areas if required by Contractor.
- F. Do not overload structure with stored materials.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011200

SECTION 012100 – ALLOWANCES

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. This Section specifies each Prime Contractor's administrative and procedural requirements governing handling and processing allowances

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Applicable provisions of Bidding Requirements, Contract Requirements in Division 0 and all applicable Division 1 sections.
- B. Each section of the specifications including an allowance.

1.3 COORDINATION

- A. Designate required selection and delivery dates for products under each allowance in the Contractor's Construction Schedule.
- B. Designate each allowance with extensions based on estimated quantities for unit price allowances on Contractor's Schedule of Values.

1.4 DEFINITIONS

- A. Refer to Section 007200.

1.5 ALLOWANCES

- A. Include in Total Base Bid Amount, an amount equal to Two Percent (2%) of the base bid amount for payment of permit fees. This is a direct cost; no mark-ups will be permitted.
- B. Include \$15,000 for new site signage as per PPR standards (reference standards manual provided in Additional Information).
- C. Amount of each allowance (excluding 1.5.A above) shall include:
 - 1. Net cost of product.
 - 2. Delivery to site.
 - 3. Applicable taxes.
 - 4. Preparing submittals.

- D. In addition to amounts of allowances (excluding 1.5.A above), include in the base bid amount, the Contractor's cost for:
1. Assisting in selection and obtaining proposals from suppliers and subcontractors.
 2. Processing submittals.
 3. Handling at site, including unloading, uncrating and storage.
 4. Protection from elements and from damage.
 5. Labor, installation and finishing.
 6. Other expenses required to complete installation.
 7. Overhead and profit.

1.6 SELECTION OF PRODUCTS

- A. Design Professional shall issue by Change Order a full specification for the final selected product.
- B. Contractor's Duties
1. Notify Design Professional of deadlines for specification of final products, allowing for Contractor's required submissions as required to meet Date of Completion.
 2. Provide cost proposals for products being considered when requested by Design Professional.
 3. Notify Design Professional of any effect anticipated by selection of product or supplier under consideration as it relates to:
 - a. Construction Schedule.
 - b. Contract Sum.
 - c. On notification of selection, enter into purchase agreement with designated supplier.

1.7 INSTALLATION

- A. Comply with requirements of applicable specification section, including warranties/guarantees.

1.8 ADJUSTMENT OF COSTS

- A. Should actual purchase cost be more or less than specified amount of allowance, Contract Sum shall be adjusted by Change Order equal to amount of difference. A percentage to cover Contractor's overhead and profit, as stated in Standard Contract Requirements, will be applied to difference in cost.
- B. For products specified under unit cost allowance unit cost applies to quantity required to complete the Work as determined by the Contractor.
1. Submit invoices or other data to substantiate quantity actually used.
- C. Submit request for other costs, claimed for additional work caused by increase over amount of allowance, prior to required submission for product.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

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END OF SECTION 012100

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SECTION 012300 – ALTERNATES

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. This Section identifies each Alternate by number and describes the basic changes to be incorporated into the Work, if that Alternate is made part of the Contract.

1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Applicable provisions of Bidding Requirements, Contract Requirements in Division 0 and all applicable Division 1 sections.

1.3 ADMINISTRATIVE PROCEDURES

- A. Referenced Sections of Specifications stipulate pertinent requirements for products and methods to achieve the Work stipulated under each Alternate.
- B. Coordinate pertinent related Work and modify surrounding Work as required to properly integrate the Work under each Alternate, and to provide the complete construction required by the Contract Documents.
- C. Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date.
- D. A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the Work described under each Alternate. Include as part of each Alternate, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

1.4 DEFINITIONS

- A. Refer to Section 007200 Standard Contract Requirements.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternates are listed on the contract Bid Form. Contract Bid Form identifies each Alternate in a format such as: 1, 2, 3, etc.

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- B. Specification sections and drawings contain requirements for materials and systems necessary to achieve the Work described under each alternate.

END OF SECTION 012300

SECTION 012500 – SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. This Section specifies each Prime Contractor's administrative and procedural requirements for handling requests for substitutions made after award of the Contract. Procedural requirements governing the Contractor's selection of products and product options are included under Section 016001 "Products and Materials".

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Applicable provisions of Bidding Requirements, Contract Requirements in Division 0 and all applicable Division 1 sections.

1.3 DEFINITIONS

- A. Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions - Requests for changes in products, materials, equipment, and construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions". The following shall not be considered substitutions:
 - 1. Substitutions requested by Bidders during the bidding period, and accepted in Addenda prior to award of Contract.
 - 2. Revisions to Contract Documents requested by the City or Design Professional.
 - 3. Specified options of products and construction methods included in Contract Documents.
 - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.
- C. "Or equal", "or equivalent", "approved equal", "approved equivalent", "equivalent substitution" and all other similar terms shall be interpreted as "substitution" as defined above.

1.4 SUBMITTALS

- A. Submit three (3) copies of each request for substitution. Submit requests with the form attached at the end of this Section and in accordance with procedures required for Change Order proposals. Attach all other data and certification.
- B. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate.
- C. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.

- D. Samples, where applicable or requested.
- E. A detailed comparison of salient features and qualities of the proposed substitution with those of the Work specified. Salient features and qualities may include elements such as size, weight, durability, performance and visual effect as determined by the Design Professional. Submit documentation of salient features and qualities from independent testing agencies performing industry recognized tests. The manufacturer's claims of performance may or may not be used in evaluation of substitutions at the discretion of the Design Professional.
- F. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the City and separate Contractors, that will become necessary to accommodate the proposed substitution.
- G. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
- H. Cost information, including a proposal of the net change, if any in the Contract Sum. The Contractor shall certify that the cost data presented is complete and includes all related costs under this Contract, but excludes the Design Professional's redesign costs.
- I. Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time, that may subsequently become necessary because of the failure of the substitution to perform adequately.
- J. Certification that the Contractor will reimburse the City for all costs for additional services by the Design Professional and/or the Department of Parks & Recreation relating to any substitution that necessitates a design change and related documentation.
- K. Design Professional's Action - The Design Professional will notify the Contractor of acceptance or rejection of the proposed substitution. The Design Professional will be the sole judge of the acceptability of the proposed substitution. Acceptance will be in the form of a Change Order. The Change Order will include a deduction from the Contract Sum for additional costs incurred by the City because of the substitution including, but not limited to, Design Professional's fees.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Conditions - The Contractor's substitution request will be received and considered by the Design Professional when one or more of the following conditions are satisfied, as determined by the Design Professional; otherwise requests will be returned without action except to record noncompliance with these requirements.
 - 1. Extensive revisions to Contract Documents are not required.
 - 2. Proposed changes are in keeping with the general intent of Contract Documents.
 - 3. The request is timely, fully documented and properly submitted.

4. The request is directly related to an “or approved substitution” clause or similar language in the Contract Documents.
 5. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
 6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 7. A substantial advantage is offered the City, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the City may be required to bear. Additional responsibilities for the City may include additional compensation to the Design Professional for redesign and evaluation services, increased cost of other construction by the City or separate Contractors, and similar considerations.
- B. The specified product or construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
- C. The specified product or construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
- D. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.
- E. Where a proposed substitution involves more than one Prime Contractor, each Contractor shall cooperate with the other Contractors involved to coordinate the Work, provide uniformity and consistency, and to assure compatibility of products.
- F. The Contractor’s submittal and Design Professional acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PART 3 - EXECUTION (Not Applicable)

Substitution Request Form(4 pages) – see next page

CITY OF PHILADELPHIA SUBSTITUTION REQUEST FORM

INSTRUCTIONS:

- A. This request must be submitted and signed by the Prime Contractor.
- B. A request for each substitution must be exactly in this form, including all items. (One (1) item of substitution per form).
- C. Attach complete information on changes to Drawings and Specifications that proposed substitution will require for its proper installation.
- D. Submit with request, all necessary samples and substantiating data to prove quality and performance is equal to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance

CONTRACT AWARD DATE: _____ DATE OF REQUEST: _____

CONTRACTOR: _____

PROJECT: _____

We hereby submit for your consideration the following substitution in lieu of the specified item for the above project:

SPEC. SECTION NO.: _____ PARAGRAPH: _____ SPECIFIED ITEM: _____

PROPOSED SUBSTITUTION: _____

REASON REQUEST: _____ FOR

ITEMIZED COMPARISON OF SPECIFIED ITEM WITH THE PROPOSED SUBSTITUTION:

PERFORMANCE: _____

APPEARANCE: _____

REFERENCED STANDARDS: _____

DEDUCT CHANGE ORDER OFFERED FOR PROPOSED SUBSTITUTION: _____

MANUFACTURER'S WARRANTIES OF THE PROPOSED AND SPECIFIED ITEMS:

LENGTH OF WARRANTY: AS SPECIFIED []. PROPOSED []

MATERIALS COVERED: AS SPECIFIED []. PROPOSED []

LABOR COVERED: AS SPECIFIED []. PROPOSED []

OTHER TERMS: AS SPECIFIED: _____

PROPOSED SUBSTITUTION: _____

DESIGNATION OF MAINTENANCE SERVICES AND SOURCES: _____

DOES SUBSTITUTION AFFECT DIMENSIONS OR CLEARANCES SHOWN ON THE DRAWINGS? YES [] NO [].

IF CHANGES: _____ YES, CLEARLY INDICATE

WILL THE UNDERSIGNED PAY FOR CHANGES TO THE BUILDING DESIGN, INCLUDING ENGINEERING AND DETAILING COSTS CAUSED BY THE REQUESTED SUBSTITUTION? YES [] NO [].

IF NO, FULLY EXPLAIN: _____

WHAT EFFECT DOES SUBSTITUTION HAVE ON OTHER CONTRACTS OR TRADES?

WHAT EFFECT DOES SUBSTITUTION HAVE ON CONSTRUCTION SCHEDULE?

CONTRACTORS CERTIFICATION OF EQUAL PERFORMANCE

The undersigned certifies that:

He/she has investigated the proposed substitution and has determined that it is equal to or better than the product specified.

He/she will guarantee the substitution in the same manner as the product specified.

He/she will coordinate and make other changes as required in the Work as a result of the substitution.

He/she waives all claims for additional costs as a result of the substitution, with the exception of those identified above under "cost data".

He/she will reimburse the City for all costs for design change resulting from the substitution.

Submitted by:

Signature: _____

Name: _____ Title: _____

Firm: _____ Date: _____

Street: _____

City _____ State _____ Zip Code _____

Telephone: _____

Signature shall be by person having authority to legally bind his firm to the above terms. Failure to provide legally binding signature will result in rejection without further review by Design Professional.

Design Professional's Action

Accepted []

Accepted as noted []

Not accepted []

Received too late []

Signature: _____

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END OF SECTION 012500

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SECTION 012600 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 CHANGE ORDER PROCEDURE

- A. If a change in the design of any portion of the work or the requirements of the Project Manual is deemed necessary by the City/PRA, they may order an alteration to, or a change in, the work covered by the Contract Documents, and the contractor shall comply with such orders. If such changes increase the cost of the work to the Contractor, the City/PRA will allow additional compensation. If such changes diminish the cost of the work to the Contractor the City/PRA may deduct the amount of the diminution. No consequential loss or profit due to reduction in the scope of work will be allowed the Contractor, but the Contractor may be entitled to an extension of time in these instances. No changes shall be made except upon a standard Change Order Form, signed and executed by the Contractor and the City/PRA authorizing the change and fixing the method of compensation or deduction. This Section specifies administrative and procedural requirements for handling and processing Change Orders.
- B. The execution of a change order (increase or decrease) will require a proposal from the Contractor on company letterhead. Such proposal will include a complete description of the change and schedule impact and a complete cost breakdown including such items as Labor, Materials, Equipment, Crew Composition, Sub-Contractor costs, and associated Insurance and Bonding costs (if applicable). The contractor is entitled to percentage mark-ups on some of these items as stated in the Standard Contract Requirements. The proposal is to be submitted to the City/PRA. Upon review and approval by the City/PRA Project Team, a signed standard Change Order Form will be forwarded to the Contractor for final execution.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Applicable provisions of Bidding Requirements, Contract Requirements and other Division 1 sections of the Standard Contract Requirements (007200).

1.3 CONTRACTOR'S RESPONSIBILITY TO INFORM

- A. Communication, either verbal or written, between the City/PRA or Design Professional and the Contractor, Subcontractors, or other parties involved, during the normal course of administration of the Contract, does not in any way constitute acceptance of a Change Order or direction to modify the Contract unless said communication is in the form of a written Change Order or Construction Change Directive as specified herein.
- B. Communication from the City/PRA or Design Professional including, but not limited to the following, does not constitute approval of a Change Order:
 - 1. Submittal review including submittals returned with notations and corrections;
 - 2. Site observation, conversation and reports;
 - 3. Participation in pre-construction, pre-installation, progress or other meetings;
 - 4. Clarification sketches or drawings.

- C. It is the responsibility of the Contractor to inform the City/PRA that any communication has, in the Contractor's opinion, caused reason to modify the Contract. The Contractor shall not undertake work which, in his opinion, requires a Change Order without completing procedures outlined herein.
- D. Work done without completing Change Order procedures is entirely at the Contractor's own risk, even if the Contractor believes that communications from the City/PRA or Design Professional contain instructions to do work outside of the Contract scope.
- E. The City/PRA and Design Professional will not willfully instruct work to be done that differs from the contract except through the Change Order procedures contained herein.

1.4 MINOR CHANGES IN THE WORK

- A. Supplemental instructions, not involving an adjustment to the Contract Sum or Contract Time, may be issued in writing by the PRA.

1.5 CHANGE ORDER PROPOSALS

- A. City/PRA-Initiated Change Order Proposal - Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the City/PRA, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.
 - 1. Change Order Proposal requests issued by the City/PRA are for information only. Do not consider them as instruction either to stop work in progress, accelerate the work or to execute the proposed change.
 - 2. Unless otherwise indicated in the Change Order Proposal request, within 20 days of receipt of the Change Order Proposal request, submit to the City/PRA for review, an estimate of cost necessary to execute the proposed change.
 - a. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Separate labor and material charges. Where requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time or any special efforts of the Contractor that will be employed to reduce the delay.
 - d. Indicate that the Change Order Proposal is in response to a City/PRA request and submit it to the City/PRA as stated in 1.1 (B) of this section.
- B. Contractor-Initiated Change Order Proposal – When Contractor claims latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a Change Order Proposal.
 - 1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
 - 2. Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

4. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change in the Work requires the substitution of one product or system for a product or system specified.
5. Submit the proposal to the City/PRA as stated in 1.1 (B) of this section.

1.6 ALLOWABLE MARKUPS

- A. For change orders, overhead and profit shall be the aggregate total amount allowed to the Contractor and shall include the costs of the Project Manager, office personnel, small tools, among other things. The markup for overhead and profit shall be calculated as follows:
 - a. Cost between \$0.00 and \$25,000.00 - **12%**
 - b. Cost between \$25,001.00 and \$50,000.00 - 10%
 - c. Cost over \$50,000.00 - 8%
 - d. Contractor markup for Subcontractor, and lower tier contractors shall not exceed 8%
- B. Under no circumstances shall the total combined markup for overhead and profit by the Contractor exceed the percentages for markup for overhead and profit indicated in Subparagraphs (1), (2), (3) and (4) above. The Rebuild Office shall make the final determination as to net cost of labor and materials. All Change Orders relating to price and/or time are subject to prior acceptance or approval by the Rebuild Office, or express ratification of Change Order work already for the Rebuild Office.

1.7 ALLOWANCES

- A. Refer to Section 012100, Allowances.

1.8 CONSTRUCTION CHANGE DIRECTIVE (Force Account)

- A. When the City/PRA and Contractor are not in total agreement on the terms of a Change Order Proposal, the City/PRA may issue a Construction Change Directive instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B. The Construction Change Directive will contain a complete description of the change in the Work.
- C. Documentation - Maintain detailed records on a time and material basis of work required by the Construction Change Directive. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
 1. Contractor's documentation will not, by itself, establish the final cost.
 2. The City/PRA reserves the right to determine the value of the change in Work per the requirements of this Section.

1.9 DETERMINATION OF COST

- A. City/PRA reserves the right to use established estimating methods (including but not limited to industry standards and unit prices listed in this manual) to determine a fair and reasonable cost for changes in the Work.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 Sample Change Order Form, contact Project Coordinator for actual document.

END OF SECTION 012600

SECTION 012900 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. This Section specifies administrative and procedural requirements governing each Prime Contractor's submission of invoices for Payment. These may also be referred to as "Current Estimates" in the Standard Contract Requirements (007200).
- B. Coordinate the Contractor's Construction Schedule, List of Subcontracts, and Submittal Schedule with the Standard Cost Breakdown.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Applicable provisions of Bidding Requirements, Contract Requirements and other Division 1 of the Standard Contract Requirements (007200).

1.3 GENERAL REQUIREMENTS

- A. Each invoice for payment shall be consistent with previous applications and payments.
- B. The initial submission of the Standard Cost Breakdown at time of Substantial Completion, and the final Standard Cost Breakdown involve additional requirements.
- C. Withholding Payment - Any payment may be withheld in accordance with the Contract Documents
 - 1. Any payment may be withheld if the procedural requirements including submittal of current administrative items listed including Certificates of Insurance are incomplete or outdated.
 - 2. Portions of payment requested for Work installed without approved submittals may be withheld.
- D. Standard Cost Breakdown Preparation - Complete every entry on the Standard Cost Breakdown:
 - 1. Contractor (name and address)
 - 2. Contract number (from Notice to Proceed);
 - 3. Requisition No. (sequential number);
 - 4. Date Prepared;
 - 5. Project (Vincent G. Panati Playground);
 - 6. STANDARD COST BREAKDOWN
 - a. No. (sequentially numbering);
 - b. Item (phases of scope of work);
 - c. Unit (each, sq. ft., etc.);
 - d. Material;
 - e. Labor;
 - f. Unit Cost;
 - g. Total (total of Material and Labor).

7. PAYMENT APPLICATION

- a. Previous Billing (as billed previous application);
- b. Percent Complete (completed to date);
- c. Total Completed (Total column under COST BREAKDOWN multiplied by Percent Complete column under PAYMENT APPLICATION.)

Incomplete Standard Cost Breakdowns will be returned without action.

- E. Entries shall match data on the Contractor's Construction Schedule. Use updated schedules if revisions have been made.
- F. Include amounts of Change Orders issued prior to the last day of the construction period covered by the Standard Cost Breakdown.
- G. Submit original plus 2 copies of each Standard Cost Breakdown to Robert LaBrum, Director, Design & Construction, PRA, 1234 Market Street, 16th Floor, Philadelphia, PA 19107

1.4 INITIAL STANDARD COST BREAKDOWN

- A. Actions and submittals that shall precede or coincide with submittal of the first Standard Cost Breakdown include the following:
 1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. Contractor's Construction Schedule (preliminary if not final).
 5. Schedule of unit prices.
 6. Submittal Schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from governing authorities for performance of the Work.
 11. Report of pre-construction meeting.
 12. Certificates of insurance.
 13. Performance and payment bonds.
 14. Complete Submittals for each product or system included in the Application.
 15. Initial settlement survey and damage report.
 16. Reference Point Survey.
 17. Current Daily and Monthly Reports.
 18. Initial Construction Photographs and/or videos.

1.5 STANDARD COST BREAKDOWN AT SUBSTANTIAL COMPLETION

- A. This Standard Cost Breakdown shall reflect any Certificates of Partial Substantial Completion issued previously for City occupancy of designated portions of the Work.
- B. Actions and submittals which shall proceed or coincide with this Standard Cost Breakdown include:
 1. Occupancy permits and similar approvals.
 2. Warranties (guarantees) and maintenance agreements.

3. Test/adjust/balance records.
4. Maintenance instructions.
5. Utility meter readings.
6. Start-up performance reports.
7. Certified improvement survey.
8. Change-over information related to City's occupancy, use, operation and maintenance.
9. Final cleaning.
10. Final progress photographs.
11. List of incomplete Work (punch list), recognized as exceptions to Certificate of Substantial Completion.
12. Record Documents.

1.6 FINAL STANDARD COST BREAKDOWN

- A. Actions and submittals which shall precede or coincide with submittal of the final Standard Cost Breakdown include the following:
1. Project Closeout Form fully executed (signed).
 2. Completion of items specified for completion after Substantial Completion (punch list).
 3. Assurance that unsettled claims will be settled.
 4. Assurance that Work not complete and accepted will be completed without undue delay.
 5. Transmittal of required Project construction records to City/PRA.
 6. Proof that taxes, fees and similar obligations have been paid.
 7. Removal of temporary facilities and services.
 8. Removal of surplus materials, rubbish and similar elements.
 9. Change of door locks to City's access.

END OF SECTION 012900

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SECTION 012973 – SCHEDULE OF VALUES (CURRENT ESTIMATE)

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. This Section describes administrative requirements for each Prime Contractor's Schedule of Values, referred to as "Current Estimate" in the Standard Contract requirements.

1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Applicable provisions of Bidding Requirements, Contract Requirements in Division 0 and all applicable Division 1 sections.

1.3 COORDINATION

- A. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - 1. Contractor's Construction Schedule.
 - 2. Standard Cost Breakdown
 - 3. List of subcontractors.
 - 4. Schedule of allowances.
 - 5. Schedule of alternates.
 - 6. Schedule of submittals.
- B. Submit the Schedule of Values to the City no later than ten (10) days after receipt of the Notice to Proceed. Submit six (6) copies.

1.4 FORMAT AND CONTENT

- A. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
 - 1. Generic name.
 - 2. Related Specification Section.
 - 3. Name of subcontractor.
 - 4. Name of manufacturer or fabricator.
 - 5. Name of supplier.
 - 6. Change Orders (numbers) that have affected value.
 - 7. Dollar value.
 - 8. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.
 - 9. Margins of Cost - Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Standard Cost Breakdown. Each item in the Schedule of Values and Standard Cost Breakdown shall be complete including its total cost and proportionate share of general overhead and profit margin unless otherwise indicated.

10. At the Contractor's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense.
11. Itemize separate line item cost for the following items under Division 1:
 - a. Field Engineering.
 - b. Construction Photographs.
 - c. Mock-up.
12. Itemize separate line item cost for each of the construction cost items under all applicable specification sections.
13. Itemize separate line item cost for each service contract.
14. Breakdown costs into:
 - a. Delivered cost of material, with taxes paid, with overhead and profit.
 - b. Installation cost, with overhead and profit.
 - c. If requested, break down high value line items to list major materials or operations.
 - d. Round off figures to nearest ten dollars.
 - e. Make sum total costs of all items listed in Schedule equal to Contract Limit.

1.5 UPDATING

- A. After review by the City, revise and resubmit schedules as required.
- B. Update and resubmit the Schedule of Values when change orders or construction change directions result in a change in the Contract Limit.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012973

SECTION 013113 – PROJECT COORDINATION

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. This Section describes each Contractor's responsibilities to coordinate the work and related administrative procedures.

1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Applicable provisions of Bidding Requirements, Contract Requirements in Division 0 and all applicable Division 1 sections.

1.3 SUBMITTALS

- A. Submit the following prior to or coincidental with the initial application for payment.
 - 1. List of contractor's staff assigned to the project and responsibilities including personnel on and off-site. Include mailing address, delivery address, phone, fax, mobile phone, etc. For at least three (3) staff, list phones where personnel can be reached during non-work hours for emergencies.
 - 2. List of contractor's consultants and sub-contractors with similar requirements as above.
 - 3. List of principal suppliers and fabricators with similar requirements as above. No emergency phone number required.

1.4 OBSERVATION OF WORK BY OTHERS

- A. Observation of the Work by the City/PRA, Design Professional, Inspection and Testing Agencies or any other party shall not be interpreted as relieving the Contractor from responsibility for coordination of all Work, superintendence of the Work, and scheduling and direction of the Work or any other requirement of the Contract.

1.5 GENERAL CONTRACTOR'S RESPONSIBILITIES

- A. Coordinate the Work and Schedules of all contractors.
- B. Coordinate construction activities included under each subcontractor to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Contracts that are dependent upon each other for proper installation, connection, and operation.
- C. Where installation of one part of the Work is dependent on installation of other components by other Contractors, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
- D. Where availability of space is limited, coordinate installation by each Contractor of different components to assure maximum accessibility for required maintenance, service and repair.

- E. Make adequate provisions to accommodate items scheduled for later installation.
- F. Where necessary, prepare memoranda for distribution to each Prime Contractor outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings. Copy memoranda to City/PRA, Rebuild, and Design Professional.
- G. Coordinate compatibility of products furnished by each Contractor. Refer to Section 016001 Products and Materials, Division 1.
- H. Administrative Procedures - Coordinate scheduling and timing of each Prime Contractor's required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractors Construction Schedules and Schedules of submittals.
 - 2. Installation and removal of temporary facilities.
 - 3. Delivery and processing of submittals.
 - 4. Progress meetings.
 - 5. Project Closeout activities.

1.6 EACH CONTRACTOR'S RESPONSIBILITIES (including the General Contractor)

- A. Cooperate with the General Contractor's coordination efforts for orderly progress of the Work without delay or covering work which needs to be accessible to other Primes.
- B. Coordinate the Work of associated sub-contractors.
- C. Establish a Contractor's Construction Schedule and coordinate with General Contractor.
- D. Maintain on the job-site at all times during the performance of the Work, a competent, English speaking superintendent.
- E. Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.
- F. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
- G. Make adequate provisions to accommodate items scheduled for later installation.
- H. When necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings. Copy memoranda to City/PRA and Design Professional.
- I. Coordinate compatibility of products. Refer to Products and Materials, Division 1.
- J. Administrative Procedures - Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the work. Such administrative activities include, but are not limited to, the following:

1. Preparation of schedules.
2. Installation and removal of temporary facilities.
3. Delivery and processing of submittals.
4. Progress meetings.
5. Project Closeout activities.

1.7 LACK OF COOPERATION BETWEEN CONTRACTORS

- A. Delays attributable to lack of cooperation between the separate Prime Contractors and their sub-contractors shall not be recognized as a claim for delay. Claims by a contractor for costs due to such delays shall not be paid by the City/PRA.
- B. Delays, including delays caused by lack of cooperation, shall result in penalties by the City/PRA as stipulated under paragraph 25e of the Standard Contract Requirements.

1.8 SUBCONTRACTOR'S RESPONSIBILITIES

- A. Comply with the direction of each Contractor in coordination efforts listed above.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013113

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SECTION 013119 – PROJECT MEETINGS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. This Section specifies each Prime Contractor's administrative and procedural requirements for project meetings. Requirements contained herein in no way limit each Prime Contractor's responsibility to effectively communicate with parties involved in order to meet the requirements of the Contract.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Applicable provisions of Bidding Requirements, Contract Requirements in Division 0 and all applicable Division 1 sections.
- B. Project Coordination: Division 1.
- C. Construction Scheduling: Division 1.

1.3 ADMINISTRATION

- A. The Philadelphia Redevelopment Authority ("PRA") will schedule and administer the pre-construction meetings, periodic project meetings, pre-installation, coordination and other specially called meetings throughout the progress of the work. They will also:
 - 1. Prepare agenda for meetings.
 - 2. Distribute written notice of each meeting four (4) days in advance of meeting date.
 - 3. Make physical arrangements for meetings.
 - 4. Preside at meetings.
- B. During the course of the pre-construction meetings, periodic project meetings, pre-installation, coordination and other specially called meetings throughout the progress of the work, the Design Professional will:
 - 1. Record the minutes, including all significant proceedings and decisions.
 - 2. Reproduce and distribute copies of minutes within three (3) days after each meeting to: all participants in the meeting; and all parties affected by decisions made at the meeting.
- C. Representatives of Contractors, subcontractors and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.

1.4 PRE-CONSTRUCTION MEETING

- A. Attendance
 - 1. City Representatives
 - 2. Project Coordinator

3. Design Professional's Representative.
4. Prime Contractor's Representatives.
5. Major subcontractors.

B. Suggested Agenda

1. Discussion of coordination of Prime Contracts.
2. Discussion on major subcontracts and suppliers and projected construction schedules.
3. Critical work sequencing.
4. Major equipment deliveries and priorities.
5. Project Coordination and designation of responsible personnel.
6. Procedures and processing of field decisions, proposal requests, submittals, change orders and applications for payment.
7. Procedures for maintaining Record Documents.
8. Use of premises, office, work and storage areas, and City's requirements.
9. Construction facilities.
10. Temporary utilities.
11. Housekeeping procedures.
12. Dispute resolution.

1.5 PROGRESS, PRE-INSTALLATION AND COORDINATION MEETINGS

A. Schedule regular and special meetings, as required by progress of the Work.

B. Location of the Meetings - The Project field office of the Contractor [or as otherwise directed].

C. Attendance

1. City Representatives, as required by Project Coordinator
2. Project Coordinator
3. Design Professional's Representative.
4. Contractor's Representatives.
5. Subcontractors as appropriate to the agenda.
6. Suppliers as appropriate to the agenda.
7. Others as appropriate.

D. Suggested Agenda

1. Review and approval of minutes of previous meeting.
2. Review of work progress since previous meeting.
3. Field observations, problems, and conflicts.
4. Problems which impede Construction Schedule.
5. Coordination issues between Prime Contractors.
6. Review of off-site fabrication, delivery schedules.
7. Corrective measures and procedures to regain projected schedule.
8. Revisions to Construction Schedule.
9. Plan progress, schedule, during succeeding work period.
10. Coordination of schedules.
11. Review submittal schedules; expedite as required.
12. Maintenance of quality standards.

16748E-01-01

Vincent G. Panati Playground
Philadelphia, Pennsylvania

13. Review proposed changes for:
 - a. Effect on Construction Schedule and on completion date.
 - b. Effect on other contracts of the Project.
14. Review record drawings.
15. Other business.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013119

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SECTION 013216 – CONSTRUCTION SCHEDULING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. This Section specifies administrative and procedural requirements for schedules prepared by each Prime Contractor.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Applicable provisions of Bidding Requirements, Contract Requirements in Division 0 and all applicable Division 1 sections.

1.3 CONSTRUCTION SCHEDULE

- A. Each Prime Contractor shall prepare a Contractor's Construction Schedule including all phases of work as follows:
 - 1. Initial Construction Schedule - Within 10 (ten) calendar days after Notice to Proceed, submit an initial construction schedule. Break down at least by 16 Division Specification format for General Construction and into at least 12 operations for Electrical, Plumbing, or Mechanical Construction. This schedule must be in agreement with the time frame stated in the Bid Proposal. Coordinate schedule with the following:
 - a. Prepurchase products.
 - b. Allowances.
 - c. Application for Payments.
 - d. Mock-ups.
 - e. Schedule of Submittals.
 - f. Schedule of Values.
 - 2. Final Construction Schedule - Within 20 (twenty) calendar days after Notice to Proceed, submit a complete detailed construction schedule showing each activity having impact upon the timely completion of the Project. Activities shall be broken down generally similar to the individual specification sections but not less than 20 separate operations. The schedule shall include, but not be limited to the following:
 - a. Schedule each activity with a time limit per activity not to exceed ten (10) working days.
 - b. Time frames for testing of materials.
 - c. Time frames for shop fabrication and delivery of all parts of the work. Identify by specification section number and title. Coordinate with Schedule of Submittals. Allow time for reviews, resubmissions and approval.
 - d. Decision dates for selection of finishes and colors.
 - e. Decision dates for selection of products specified by allowances.
 - f. Deadlines for submissions of substitutions.
 - g. Identification for work of mock-ups, separate phases or other logically grouped activities.
 - h. Separate network for each trade or operation.

1.4 FORMAT

- A. Initial Construction Schedule - Horizontal bar chart form divided vertically by weeks.
- B. Final Construction Schedule - Horizontal bar chart form showing each trade or operation.

1.5 SCHEDULE OF SUBMITTALS

- A. Submit a preliminary Schedule of Submittals within 30 days after the Notice to Proceed. Submit the final schedule with the final Contractor's Construction Schedule.
- B. Coordinate submittal schedule with the list of subcontracts, schedule of values, submittal register and the Contractor's construction schedule.
- C. Coordinate scheduling of interrelated submissions to allow for review of required data and to avoid delays in reviewing submittals caused by lack of coordinated submission.
- D. Coordinate scheduling of submission to allow for approval of products prior to construction of mock-up.
- E. Contractor shall estimate number of resubmissions required for each submittal based on complexity. However, the submittal schedule in no way binds the City to approve a submittal to meet the submittal schedule or construction schedule. It is the contractor's sole responsibility to prepare acceptable submissions in a timely fashion in order to maintain schedule.
- F. Allow for City's and Design Professional's review of each submission and resubmission.
- G. Prepare the schedule in chronological order. Provide the following information:
 - 1. Related Section number.
 - 2. Submittal category.
 - 3. Name of subcontractor.
 - 4. Description of the part of the Work covered.
 - 5. Scheduled date for the first submittal.
 - 6. Scheduled date for resubmittal or resubmittals.
 - 7. Scheduled date the City's final release or approval.
- H. Distribution - Following response to initial submittal, print and distribute copies to the City, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
- I. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

1.6 COORDINATION

- A. All Prime Contractors shall submit their schedules to the General Contractor.
- B. The General Contractor shall prepare an overall schedule including all trades and contracts.

- C. The City will resolve conflicts among schedules of various Prime Contractors.
- D. The General Contractor shall distribute copies of the approved final Construction Schedule to other Prime Contractors involved.

1.7 UPDATING

- A. Updating of the final Construction Schedule and Schedule of Submittals shall be required on a monthly basis.
- B. Show all changes occurring since previous submission of updated schedules.
- C. Indicate progress of each activity, show completion dates.
- D. Include major changes in scope, activities modified since previous updating, revised projections due to changes and other identifiable changes.

1.8 DISTRIBUTION

- A. Distribute copies of revised schedules to:
 - 1. Project Coordinator.
 - 2. Design Professional.
 - 3. Other Prime Contractors.
 - 4. Subcontractors.
 - 5. Other Concerned Parties (surety, insurance, etc.).
 - 6. Instruct recipients to report any inability to comply, and provide detailed explanation, with suggested remedies.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION 013216

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SECTION 013233 – CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. This Section describes photographic services provided by the General Contractor required to record the progress of the work of all Prime Contractors.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Applicable provisions of Bidding Requirements, Contract Requirements in Division 0 and all applicable Division 1 sections.

1.3 SUBMITTALS

- A. Digital images – color images of each view, containing accurate camera-generated date/time stamp embedded in image, and sufficient background image to orient view to overall site if possible. For close-up images, include an additional photograph showing the relationship of close-up area to overall site. Upload a copy to Unifier. Each individual photograph's electronic file to be named using the following naming convention using the date image was taken:

YYYY-MM-DD[space]Projectname[space](specific or general description as needed)
For example: 2023-12-28 Panati Playground wall footing

- B. Submit hard copy images within text, or attached to end of, monthly progress reports.

PART 2 - PRODUCTS

2.1 DIGITAL IMAGES

- A. Color
- B. 2 images maximum per 8.5" x 11" sheet.
- C. Minimum image size shall be 3 inches by 5 inches.
- D. Identify each image listing:
 - 1. Name of project.
 - 2. Orientation of view.
 - 3. Date and time stamp automatically recorded by camera within image.
 - 4. Name and address of photographer.

PART 3 - EXECUTION

3.1 DIGITAL IMAGES (ELECTRONIC FILES)

- A. Take 30 initial photographs and 30 photographs (minimum) once monthly from points designated by the Project Coordinator, for the length of the Contract. First photographs shall be taken prior to start of construction. Include additional images as needed to memorialize key stages in construction process.
- B. Take photographs of installed subsurface features— especially underground utility locations — prior to backfilling or covering over, clearly showing orientation to overall site.

END OF SECTION 013233

SECTION 013330 - SUBMITTALS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. This Section describes each Prime Contractor's administrative and procedural requirements for submission of shop drawings, product data, samples and other required information.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Applicable provisions of Bidding Requirements, Contract Requirements in Division 0 and all applicable Division 1 sections.
- B. Submittal Schedule specified in Construction Scheduling, Section 013216.

1.3 WORK WITHOUT APPROVED SUBMITTALS

- A. City 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 012900 "Payment Procedures".

1.4 SHOP DRAWINGS

- A. Shop drawings are Contractor's or subcontractor's Drawings made specifically for this Project, for use in fabrication and installation.
- B. Shop drawings must show sufficient data including layout, fabrication and erection details to establish evidence of conformance with design concept and compliance with the Contract Documents. Shop drawings must show relationships with adjacent construction.
- C. Do not use reproductions of Contract Drawings as Shop Drawings unless specifically permitted in the Contract Documents.
- D. Identify details by reference to sheet and detail numbers shown on Contract Drawings and by reference to paragraphs and specification section.
- E. Orient Shop Drawings in same manner as drawings.
- F. Manufacturer's Standard Schematic Drawings
 - 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.

1.5 PRODUCT DATA

- A. Manufacturer's Catalog Sheets, Brochures, Diagrams, Schedules, Performance Charts, Illustrations and Other Standard Descriptive Data.
- B. Clearly mark each copy to identify materials, products or models applicable to this Project. Submittals not marked shall be returned without review.
- C. Show colors when required for evaluation, record or other purpose. Where product data is printed in color, submit all copies in original colors as published.
- D. Show dimensions and clearances required.
- E. Show performance, characteristics and capacities.
- F. Show wiring and piping diagrams, and controls.
- G. Show by reference to paragraphs and specification section.

1.6 SAMPLES

- A. Samples: Actual samples of products proposed for use. Samples must be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of product or material, with integrally related parts and attachment devices.
 - 2. Full range of color, texture and patterns.

1.7 FIELD SAMPLES AND MOCKUPS

- A. Erect at project site in location as directed.
- B. Construct each sample or mock-up complete, including work of all trades required in the finished work.
- C. Remove mockup at conclusion of work or when directed by City.

1.8 COORDINATION

- A. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
- B. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
- C. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
- D. The City reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- E. When mock-ups are required, submittals for all products used in mock-up shall be coordinated with schedule for mock-up construction.

1.9 SUBMISSION REQUIREMENTS

- A. Comply with Schedule of Submittals.
- B. Accompany each submission with a transmittal indicating project name, location, City's project number, referenced specification number, submission number, date, item submitted, Contractor's name, Sub-contractor, supplier or manufacturer.
 - 1. Transmittal shall include Contractor's certification that information complies with Contract Documents.
 - 2. Indicate on transmittal or on submittal deviations from Contract Documents requirements.
- C. Copies
 - 1. Submit two (2) prints of each shop drawing.
 - 2. Submit five (5) copies of product data. One (1) copy will be retained by Design Professional.
 - 3. For sample selections, submit one (1) set. For sample approval, submit three (3) sets. The Design Professional will retain one (1) set.
- D. Where product data is printed in color and requires color for evaluation, record, or other purpose, all copies submitted shall be in original colors as published.
- E. In addition to information required on the transmittal, submittals shall include:
 - 1. Relation to adjacent structure or materials.
 - 2. Field dimensions, clearly identified as such.
 - 3. Finishes.
 - 4. Shipping and operating weights
 - 5. Gauges, fastenings, reinforcements, welding details.
 - 6. Applicable standards, such as ASTM or Federal Specification numbers.
 - 7. A blank space, 3 inches by 10 inches for action stamp.
- F. Contractor's Review:
 - 1. Contractor shall review each submittal and indicate approval with a stamp, dated, initialed and/or signed. Review shall include but not be limited to; verification of field measurements, coordination with all trades involved and compliance with Contract Documents. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the City's or Design Professional's action on submittals unless the Contractor has given specific notice of deviation at the time of submission and written approval of the specific deviation is given. The Contractor shall not be relieved from responsibility for errors or omissions in submittals by the City's or Design Professional's approval thereof.
 - 2. If Contractor does not review submittals and provide the signed approval stamp before sending them to the Design Professional, they will be returned unchecked.

1.10 SUBMISSION ROUTING

- A. Forward submittal direct to Design Professional and fax copy of transmittal letter to Project Coordinator.
- B. Design Professional will forward Submittals marked as "Approved" or "Approved as Noted" to Project Coordinator.
- C. Design Professional will forward Submittals marked as "Revise and Resubmit" or "Rejected" back to Contractor and will fax copy of transmittal to Project Coordinator.
- D. Project Coordinator will forward Submittals back to Contractor and will fax copy of transmittal to Design Professional.

1.11 DESIGN PROFESSIONAL'S DUTIES

- A. Review submittals within 10 working days of receipt.
- B. Review for conformance to design concept of Project and for compliance with information given in Contract Documents. Review of separate item does not constitute review of an assembly in which item functions.
- C. Affix stamp and initials or signature certifying to review of submittal.
- D. Design Professional's action on submittals will result in the making of one of the following notations with related meanings:
 - 1. APPROVED: The work involved may proceed, and no further submission is required.
 - 2. APPROVED AS NOTED: The work involved may proceed incorporating comments. Annotations do not authorize changes to Contract Sum.
 - 3. REVISE AND RESUBMIT: The work involved may not proceed. Submittal must be corrected and resubmitted.
 - 4. REJECTED: The submittal is not in accordance with the Contract Documents, and a completely new submittal is required.
- E. In the event any comment made to the Submittal results in a claim for a change in the Contract, the Project Coordinator shall be notified immediately and fabrication may not be undertaken until contract modification procedures are completed.

1.12 CITY'S RESPONSIBILITY

- A. Review submittals within 5 working days of receipt.
- B. Review for compliance Contract Documents. Review of separate item does not constitute review of an assembly in which item functions.
- C. Affix stamp and initials or signature certifying to review of submittal.
- D. City's action on submittals will result in the making of one of the following notations with related meanings:
 - 1. NO EXCEPTION TAKEN: The work involved may proceed, and no further submission is required.

2. MAKE CORRECTIONS NOTED, RESUBMISSION NOT REQUIRED: The work involved may proceed by incorporating comments. Annotations do not authorize changes to Contract Sum.
3. REVISE AND RESUBMIT: The work involved may not proceed. Submittal must be corrected and resubmitted.
4. SUBMIT SPECIFIED ITEM: Substitution of specified item not permitted.
5. REJECTED: The work involved may not proceed. Submittal must be resubmitted.

1.13 RESUBMISSION REQUIREMENTS

- A. Identification of Changes - Clearly identify changes made from the initial submittal other than those requested by the Design Professional. The Design Professional will review only those changes requested and those identified by the Contractor.

1.14 DISTRIBUTION OF APPROVED SUBMITTALS

- A. Contractor shall reproduce and distribute copies of submittals having the Design Professional's and City's stamp ("Approved" or "Approved as Noted") as required to coordinate and complete the Work and to records documents file.

1.15 SUBSTITUTIONS

- A. Substitutions submitted as a shop drawing, product data or sample will be returned without action.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. Steel Products Procurement Act:
 1. Submit certifications including, but not limited to, invoices, bills of lading, mill certifications, and other certifications required to verify compliance with the Act.
 2. Contractors shall be aware that this Project is the recipient of the Redevelopment Assistance Capital Program (RACP) Grant as administered by the Commonwealth of Pennsylvania Office of the Budget (OB). The RACP Grant requires the Project to demonstrate compliance with the Steel Products Procurement Act (SPPA) via the submission of steel certifications for structural steel and for non-structural Steel by way of submission of steel certifications, and/or ST forms, and/or Department of General Services (DGS) Exempt Machinery and Equipment Steel Products List. Submission of steel mill certifications to demonstrate compliance with the steel requirements for structural steel will also be required. Contractors are hereby notified that the Office of the Budget (OB) cannot grant waivers to the SPPA unless the terms of the law change. All Contractors must comply with the SPPA.
 - a. RACP Policy for Compliance with the Steel Products Procurement Act:
 - 1) Structural Steel Products:
 - a) Pursuant to the SPPA, OB will require a mill certificate containing the statement "milled, melted, and manufactured in the USA" for all structural steel products used on RACP projects.

- 2) Non-Structural Steel Products:
- a) Pursuant to the SPPA, the OB will require, either, a mill certificate containing the statement “milled, melted, and manufactured in the USA,” or the appropriate ST form, or an Exemption Request to utilize the DGS current years’ Final List of Exempt Machinery and Equipment Steel Products, included in these documents as Section 013300D, to demonstrate compliance associated with the non-structural steel products used on RACP projects. Included ST forms for Contractor use are as follows:
 - b) Section 013300A, Form ST-2, Steel Origin Certification: Non-identifiable, Non-Structural Steel
 - c) Section 013300B, Form ST-3, 75% U.S. Manufacture Certification
 - d) Section 013300C, Form ST-4, Not Domestically Manufactured – Prime Contractor
 - e) and Section 013300D, 2023 List of Exempt Machinery and Equipment Steel Products
 - f) Recycled products, melted from previously used steel, are acceptable, providing that adequate documentation from the supplier has been furnished. The supplier shall certify that the recycled steel product was produced in the USA.
 - g) The burden of proof for all non-structural steel products not produced domestically in sufficient quantities is the Prime Contractor’s responsibility to provide.
 - h) Please be aware that the acceptance of ST forms by the OB is contingent upon the form being fully filled-in and compliant with the submission guidelines for steel certifications for DGS projects.
 - i) A non-structural steel exemption request for steel products that do not appear on the 2023 List of Exempt Machinery and Equipment Steel Products must be submitted in the following manner:
 - j) On company letterhead.
 - k) Dated and signed by appropriate company official. No notarization is necessary.
 - l) Provide a list of all machinery and equipment that the Contractor is requesting to have exempted from ST-4 documentation.
 - m) All items listed on RACP Exemption Request letter must clearly match-up to an item on the appropriate year’s “Exemption List” and the Exemption List year should be notated for each item.
 - n) Exemption Request shall be remitted to the Construction Manager who will then submit to the OB for review and approval.
 - o) Any questions regarding the exemption request submission and/or compliance with the SPPA may be submitted to the OB, to the attention of Scott Bowman at Scotbowman@pa.gov with a copy to the Construction Manager.

PART 3 - EXECUTION (Not Used)

END OF SECTION 013330

ST-2

This form must be filled out for non-identifiable, non-structural steel products.

SECTION A To be filled out by the Purchaser, the firm that pays the Fabricator

Line #1 This is the name of the firm that is dealing directly with the Fabricator

Line #2 This is the purchaser's mailing address.

Line #3 This is the purchaser's business phone.

Line #4 This is the date the ST-2 form is sent to the fabricator.

Line #5 This is the **DGS contract number** or **RACP ME#** for the project.

Line #6 This is the **DGS project description**, **RACP Project Name**.

Line #7 This is the "steel product" being certified, such as a chiller, condenser, hollow metal doors. The prime contractor may not fill in the line with a description like "structural steel", "heating unit" or "air conditioning Unit". The model number, if any, of the steel product must be listed as indicated.

**LINE #7 IS THE MOST CRITICAL PART OF THE FORM.
FAILURE TO PROPERTY FILL OUT LINE #7 ON EACH ST FORM
MAKES THE ENTIRE FORM INVALID AND A NEW FORM MUST BE
SUBMITTED.**

SECTION B To be filled out by the Fabricator, the firm that assembles the product listed on Line #7.

Line #1 This is the Fabricator's name.

Line #2 This is the Fabricator's mailing address.

Line #3 This is the Fabricator's business phone.

Line #4 This is the date the Fabricator receives the ST-2 from the Purchaser.

Line #5 This is the Fabricator's Federal I.D. number.

SECTION C

1. Language – **No modifications, cross-outs or alterations of any type may be made to the language of this certification paragraph.**
2. Signature – Two signatures are required on the ST-1 form. The Prime Contractor's President/Vice President must sign on one line and the Secretary or Treasurer must sign as a witness. The names should be typed or printed beneath the signature lines. Failure to type in the names **does not** invalidate the ST form.

ST-2 STEEL ORIGIN CERTIFICATION:
NON-IDENTIFIABLE, NON-STRUCTURAL STEEL

This form must be executed by the Purchaser and the Fabricator of any item containing steel that is not structural steel. This form must be submitted to the APM within 30 days from the date the Professional approved a submittal listing a "steel product". No steel product may be delivered on-site unless **DGS** has received the ST form. Structural steel is defined as steel products used as a basic structural element or a project (i.e. steel beams, columns, decking stairways, reinforcing bars, pipes, etc.). Purchasers of structural steel products (contractors or subcontractors) **must** provide bills of lading, invoices **and** mill certifications that the steel was manufactured in the United States instead of this form. The Fabricator shall be herein defined as the firm that assembles the component parts of the product to be purchased. **The Department of General Services** will accept the certification of firms that are earlier in the chain of purchase (i.e. manufacturers of components, steel suppliers) in lieu of the Fabricator.

A. TO BE COMPLETED BY THE PURCHASER:

- 1. Name of purchasing firm: _____
- 2. Firm's address: _____
- 3. Firm's phone number: _____ 4. Date submitted to Fabricator: _____
- 5. Contract No. **DGS** _____ 6. Contract Title: _____
- 7. Steel Product Certified: _____
- Model: _____

B TO BE COMPLETED BY THE FABRICATOR/MANUFACTURER:

- 1. Name of firm: _____
- 2. Address of firm: _____
- 3. Firms phone number: _____ 4. Date Received: _____
- 5. Federal Employer ID. No: _____

Looks like these fields got shifted

CERTIFICATION: I, the undersigned officer of the Fabricator/Manufacturer, do certify that our firm assembled/fabricated the components to the steel products listed in Section A, Item 7, and that all steel components therein are comprised of steel that is melted and/or fabricated in the United States. I understand that, by signing this document, I certify that I have received assurances from the suppliers/manufacturers of the components that said components do not contain foreign manufactured steel. I further understand that this document is subject to the provisions of the Unsworn Falsification to Authorities Act (18 P.S. § 4904). I also understand that I am subject to the provisions of the Steel Products Procurement Act (73 P.S. § 1881, et. seq.) which provides penalties including, but not limited to, debarment from supplying any products for Commonwealth of Pennsylvania Public works projects for a period of five (5) years for violations therein. I agree to provide documentation supporting these facts if requested by the Commonwealth. The Commonwealth reserves the right to pursue any action deemed necessary to protect the Commonwealth's interest and ensure compliance with the laws of the Commonwealth.

WITNESS:

Name:
Secretary or Treasurer

Name: _____(Seal)
President or Vice President

ST-3**2-STEP ELIGIBILITY ANALYSIS:****BEFORE A PRIME CONTRACTOR CAN SUBMIT AN ST-3,
THE FOLLOWING ANALYSIS MUST BE SATISFIED****STEP #1:** The contractor must establish that the “product” **contains BOTH:**

- Steel melted in the USA
- AND
- Foreign Steel

Note: Step #1 focuses upon the **content** of the “product”.

Note: The % need not be close; it can be 99-1, so long as there is both foreign and domestic steel in the “product”.

STEP #2: The contractor must establish that 75% of the **cost** of the “product” has been mined, produced or manufactured in the USA.**Note:** Step #2 focuses upon the cost of the entire “product”, not just the steel within it.**SECTION A****Line #1** This is the Prime Contractor’s name.**Line #2** This is the Prime Contractor’s business address.**Line #3** This is the Prime Contractor’s phone number.**Line #4** This is the date the ST-3 is submitted to the fabricator.**Line #5** This is ~~DCS contract number of~~ **RACP ME#** for the project for the project.**Line #6** This is the ~~DCS project description~~ **RACP Project Name****Line #7** This is the “steel product” being certified, such as a chiller, condenser, hollow metal doors. The prime contractor **may not** fill in the line with a description like “structural steel”, “heating unit” or “air conditioning unit”. The model number, if any, or the steel product must be listed as indicated.

**LINE #7 IS THE MOST CRITICAL PART OF THE FORM.
FAILURE TO PROPERLY FILL OUT LINE #7 ON EACH ST FORM
MAKES THE ENTIRE FORM INVALID AND A NEW FORM MUST BE
SUBMITTED.**

SECTION B To be filled out by the Fabricator/Manufacturer, the firm that fabricates the product listed on Line A7.

- Line #1** This is the Fabricator's name.
- Line #2** This is the Fabricator's business address.
- Line #3** This is the Fabricator's business phone.
- Line #4** This is the date the Fabricator receives the ST-3 from the purchaser.
- Line #5** This is the Fabricator's Federal I.D. Number.
- Line #6** The Fabricator must insert the percentage of the cost of the articles, materials and supplies which have been mined, produced or manufactured in the U.S. for the product listed on Line #7.

SECTION C

1. Language – **No modifications, cross-outs or alterations of any type may be made to the language of this certification paragraph.**
2. Signature – Two signatures are required on the ST-3 form. The Fabricator's President/Vice President must sign on one line **and** the Secretary or Treasurer must sign as a witness. The names should be typed or printed beneath the signature lines. Failure to type in the names does not validate the ST form.

NOTES on ST-3 Forms:

- It is not necessary to submit an ST-1 with the ST-3.
- **DGS** reserves the right to request additional documentation to support the percentage specified on Line 14. If the Fabricator/manufacturer refuses to produce such documentation and/or **DGS** deems it to be in the Commonwealth's best interests, **DGS** may request the Office of Inspector General to investigate the submission of the ST-3 form.