

SECTION 01 33 23
SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES (REVISED)

- 1-1. Refer to Articles titled SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FAR 52.236-21) and, SPECIAL NOTES (VAAR 852.236-91), in GENERAL CONDITIONS.
- 1-2. For the purposes of this contract, samples, test reports, certificates, and manufacturers' literature and data shall also be subject to the previously referenced requirements. The following text refers to all items collectively as SUBMITTALS.
- 1-3. Submit for approval, all of the items specifically mentioned under the separate sections of the specification, with information sufficient to evidence full compliance with contract requirements. Materials, fabricated articles and the like to be installed in permanent work shall equal those of approved submittals. After an item has been approved, no change in brand or make will be permitted unless:
 - A. Satisfactory written evidence is presented to, and approved by Contracting Officer, that manufacturer cannot make scheduled delivery of approved item or;
 - B. Item delivered has been rejected and substitution of a suitable item is an urgent necessity or;
 - C. Other conditions become apparent which indicates approval of such substitute item to be in best interest of the Government.
- 1-4. Forward submittals in sufficient time to permit proper consideration and approval action by Government. Time submission to assure adequate lead time for procurement of contract - required items. Delays attributable to untimely and rejected submittals will not serve as a basis for extending contract time for completion.
- 1-5. Submittals will be reviewed for compliance with contract requirements by Architect-Engineer, and action thereon will be taken by COTR on behalf of the Contracting Officer.
- 1-6. Upon receipt of submittals, Architect-Engineer will assign a file number thereto. Contractor, in any subsequent correspondence, shall refer to this file and identification number to expedite replies relative to previously approved or disapproved submittals.

- 1-7. The Government reserves the right to require additional submittals, whether or not particularly mentioned in this contract. If additional submittals beyond those required by the contract are furnished pursuant to request therefor by Contracting Officer, adjustment in contract price and time will be made in accordance with Articles titled CHANGES (FAR 52.243-4) and CHANGES - SUPPLEMENT (VAAR 852.236-88) of the GENERAL CONDITIONS.
- 1-8. Schedules called for in specifications and shown on shop drawings shall be submitted for use and information of Department of Veterans Affairs and Architect-Engineer. However, the Contractor shall assume responsibility for coordinating and verifying schedules. The Contracting Officer and Architect-Engineer assumes no responsibility for checking schedules or layout drawings for exact sizes, exact numbers and detailed positioning of items.
- 1-9. Submittals must be submitted by Contractor only and shipped prepaid or distributed electronically. Contracting Officer assumes no responsibility for checking quantities or exact numbers included in such submittals. Contractor may utilize a contractor-sourced project management software application for distribution of submittals. However, reviewed submittals will be returned by email and/or by the A/E's secure FTP site.
- A. Submit samples in single units unless otherwise specified. Submit shop drawings, schedules, manufacturers' literature and data, and certificates in quadruplicate, except where a greater number is specified.
- B. Submittals will receive consideration only when covered by a transmittal letter signed by Contractor. Letter shall be sent via first class mail or electronically as approved by the COTR and shall contain the list of items, name of Medical Center, name of Contractor, contract number, applicable specification paragraph numbers, applicable drawing numbers (and other information required for exact identification of location for each item), manufacturer and brand, ASTM or Federal Specification Number (if any) and such additional information as may be required by specifications for particular item being furnished. In addition, catalogs shall be marked to indicate specific items submitted for approval.

1. A copy of letter must be enclosed with items, and any items received without identification letter will be considered "unclaimed goods" and held for a limited time only.
 2. Each sample, certificate, manufacturers' literature and data shall be labeled to indicate the name and location of the Medical Center, name of Contractor, manufacturer, brand, contract number and ASTM or Federal Specification Number as applicable and location(s) on project.
 3. Required certificates shall be signed by an authorized representative of manufacturer or supplier of material, and by Contractor.
- C. If submittal samples have been disapproved, resubmit new samples as soon as possible after notification of disapproval. Such new samples shall be marked "Resubmitted Sample" in addition to containing other previously specified information required on label and in transmittal letter.
- D. Approved samples will be kept on file by the COTR at the site until completion of contract, at which time such samples will be delivered to Contractor as Contractor's property. Where noted in technical sections of specifications, approved samples in good condition may be used in their proper locations in contract work. At completion of contract, samples that are not approved will be returned to Contractor only upon request and at Contractor's expense. Such request should be made prior to completion of the contract. Disapproved samples that are not requested for return by Contractor will be discarded after completion of contract.
- E. Submittal drawings (shop, erection or setting drawings) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Contractor for accuracy, completeness and compliance with contract requirements. These drawings and schedules shall be stamped and signed by Contractor certifying to such check.
1. For each drawing required, submit one legible photographic paper, vellum reproducible, or electronic copy in PDF format as approved by the COTR.
 2. Reproducible shall be full size.
 3. Each drawing shall have marked thereon, proper descriptive title, including Medical Center location, project number, manufacturer's

- number, reference to contract drawing number, detail Section Number, and Specification Section Number.
4. A space 120 mm by 125 mm (4-3/4 by 5 inches) shall be reserved on each drawing to accommodate approval or disapproval stamp.
 5. Submit drawings, ROLLED WITHIN A MAILING TUBE, fully protected for shipment.
 6. One reproducible print or electronic copy of approved or disapproved shop drawings in PDF format will be forwarded to Contractor.
 7. When work is directly related and involves more than one trade, shop drawings shall be submitted to Architect-Engineer under one cover.
- 1-10. Samples shop drawings, test reports, certificates and manufacturers' literature and data, shall be submitted for approval to:

Toland Mizell Molnar, LLC
590 Means St. NW, Suite 200
Atlanta, GA 30318

- 1-11. At the time of transmittal to the Architect-Engineer, the Contractor shall also send a copy of the complete submittal directly to the COR.
- 1-12. Electronic drawing files of specific drawings will be made available to the Contractor upon request for the limited purpose of preparing shop drawing submittals. By use of these files, the Contractor accepts the following terms and conditions.
- A. Electronic files are compatible with AutoCAD 2010. No representation is intended as to the compatibility of these files with other hardware or software beyond the specified release of the referenced electronic files.
 - B. Data contained in these electronic files are part of the Architect's instruments of service and shall not be used by the Contractor or anyone else receiving this data through or from the Contractor for any purpose other than as a convenience to the Recipient for use in the preparation of shop drawings for the referenced project. Any other use or reuse by the Contractor or by others will be at the sole risk of the Contractor and without liability or legal exposure to the VA or Architect. The Contractor hereby agrees to make no claim and waive, to the fullest extent permitted by law, any claim or cause of action of any nature against the VA or Architect, Architect's officers, directors, employees, agents,

or sub-consultants that may arise out of or in connection with the Contractor's use of the electronic files.

- C. The Contractor should not simply repackage the VA's and Architect's drawings and submit them as shop drawings that have been coordinated among the various trades and confirmed by his own verification of existing conditions. It is the Contractor's responsibility to review the Contract Documents to ascertain design intent and prepare shop drawings that describe how he proposes to meet that intent in accordance with the Contract Documents including the FAR (FAR 52.236-21).
- D. Furthermore, the Contractor shall, to the fullest extent permitted by law, indemnify and hold the VA and Architect harmless against all claims, damages, liabilities, or costs, including attorneys' fees and costs, arising out of or resulting from the Contractor's use of the electronic files.
- E. These electronic files are not construction documents and do not replace or supplement the paper copies of any drawings, specifications, or other documents included in the Contract Documents for use on the Project. Differences may exist between these electronic files and corresponding hard-copy Construction Documents. The VA and Architect make no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed and sealed hard-copy Construction Documents prepared by the Architect and the electronic files, the signed and sealed hard-copy of the Construction Documents shall govern. The Contractor is responsible for determining if any conflict exists. The Contractor's use of these electronic files does not relieve the Contractor from his duty to fully comply with the Contract Documents, including and without limitation, the requirement to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions, and coordinate your work with that of other contractors and sub-contractors for the project.
- F. Because information presented in the electronic files can be modified, unintentionally or otherwise, the VA and Architect reserve the right to remove all indicia of ownership and/or involvement from each electronic document.
- G. Under no circumstances shall delivery of the electronic files for use by the Contractor be deemed a sale by the VA or

Architect and the VA and Architect make no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the VA or Architect be liable for any loss of profit or any consequential damages as a result of the Contractor's use or reuse of these electronic files.

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