SECTION 01630 - PRODUCTS SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 01 Specification sections, apply to requirements of this Section.

B. Closely-related requirements specified in other Sections:

1. Specific provisions relative to certain products, and specific requirements relative to acceptability of certain products, are specified in Divisions 02 through 16.

2. Products subject to Pre-bid substitution are identified in the Instructions to Bidders.

1.2 DESCRIPTION OF REQUIREMENTS

A. This Section specifies general requirements regarding products, product handling, product compliance, and substitutions, including submittal procedures.

1.3 DEFINITIONS

A. Definitions used in this paragraph are not intended to negate the meaning of other terms used in the Contract Documents.

B. "Products" are items purchased for incorporation in the Work, either by Owner or Contractor and whether specifically purchased for this project or taken from the Contractor's stock. The term "product" as used includes the terms "material", "equipment", "system" and other similar terms.

1. "Named Products" are products identified by use of the manufacturer's name for a product, including make or model designation, as published in product literature, current as of the date of the Contract Documents.

2. "Materials" are products that must be substantially cut, shaped, worked, mixed, finished, refined, fabricated or processed to form units of work.

3. "Equipment" includes products with operational parts, whether motorized or manually operated; products that require service connections such as wiring or piping; and other products identified as "equipment" by the Specifications.

C. Substitutions: Products and methods of construction differing from those required or identified as acceptable by the Contract Documents and requested by the Contractor to be deemed acceptable. The following are NOT subject to the substitutions requirements of this Section:

1. Revisions to the Contract Documents, where requested by the Owner or his representative; these are considered as "changes".

2. Pre-bid Substitutions requested during the bidding period and accepted prior to the Contract Date; these are included in the Contract Documents.

3. Contractor options on products and construction methods included in the Contract Documents.

4. The Contractor's determination of and compliance with governing regulations and orders as issued by governing authorities; these do not constitute "substitutions" and do not constitute a basis for Change Orders.

1.4 REQUIREMENTS

A. Comply with the requirements of this Section relative to the selection, coordination, handling and installation of products, except where more stringent or more specific requirements are specified in Division 02 through 16.

B. Comply with the requirements of this Section relative to requests for substitutions.

1.5 SUBMITTAL OF SUBSTITUTION REQUEST

A. Make request for substitution only as specified. Do NOT request substitutions by the submittals procedure specified in Section 01330: Submittals.

B. Requests for Substitutions:

1. Submit 3 copies of each request for substitution.

2. Identify the product or fabrication or installation method to be replaced by the substitution, including related Specification Section and Drawing numbers.

3. Include the following information, as appropriate, with each request:

a. Reason for proposed substitution.

b. Complete product data, drawings and descriptions of products, and fabrication and installation procedures.

c. Samples where applicable or requested.

d. A detailed comparison of the proposed substitution with the work specified. Include significant qualities such as size, weight, performance characteristics, compliance with requirements and standards, and visual characteristics. Submit in same terms and same order as specified work, to facilitate comparison.

e. Complete coordination information. Identify changes required in other elements of the work to accommodate the substitution, including work performed by other Contractors.

1) Include one of the following:

a) A statement by the Contractor proposing the substitution that he will pay for any additional costs to other Contractors.

b) A statement by each Contractor affected, that identifies changes to the costs, time, arrangement or performance characteristics of his work, and a statement by all other Contractors that the proposed substitution will require no change to the cost, time, arrangement or performance characteristics of their work.

f. A statement that the Contractor agrees to pay design costs or other costs incurred by the Owner in connection with the substitution.

g. A statement indicating the effect the substitution would have on the work schedule including total Contract Time, in comparison to the schedule without the proposed substitution.

h. Complete cost information, including a proposal of the net change in the Contract Sum.

i. Certification by the Contractor to the effect that, in the Contractor's opinion, the proposed substitution shall result in work that in every significant respect is equal to or better than the work required by the Contract Documents, and that it shall perform adequately in the application indicated. Include in this certification the Contractor's waiver of rights to additional payment or time, which may subsequently be necessary because of the failure of the substitution to perform adequately.

C. Architect Action:

1. Within one week of receipt of the Contractor's request for substitution, the Architect will advise the Contractor of additional information or documentation needed for evaluation of the request, and an estimate of design costs, administrative costs, or other costs to be incurred by Owner.

2. Within 3 weeks of receipt of the request, or within 2 weeks of receipt of the requested additional information or documentation, whichever is later, the Architect will notify the Contractor of either the acceptance or rejection of the proposed substitution.

a. Acceptance will be in the form of a letter, including a statement that a Change Order will or will not be required, and, if required, the changes in cost and time to be included in that Change Order. The Change Order, if required, will be issued within a reasonable time.

b. Rejection will include a statement giving reason for the rejection.

1.6 QUALITY ASSURANCE

A. Source Limitations: To the fullest extent possible, provide products of the same generic kind from a single source.

B. Compatibility of Options: Compatibility of products is a basic requirement of product selection. Select products to be compatible with other products previously selected. The complete compatibility between the various choices available to the Contractor is not assured by the various requirements of the Contract Documents, but must be provided by the Contractor.

1.7 REFERENCED STANDARDS

A. Comply with the applicable provisions of codes, standards and specifications referenced in the Section specifying each product.

1. Where products are shown on Drawings but not described in these Specifications, comply with industry standards and regulations applicable to such products.

PART 2 - PRODUCTS

2.1 GENERAL PRODUCT COMPLIANCE

A. Procedures for Selecting Products: The Contractor's options in selecting products are limited by requirements of the Contract Documents and governing regulations. They are not controlled by industry traditions or procedures experienced by the Contractor on previous construction projects. Required procedures include:

1. Specifications including Named Products:

a. Where only a single product or manufacturer is named, provide the product named, unless the Specifications, by use of the term "Reference Product", "Design Product", or otherwise, indicate possible consideration of other products.

1) Comply with the "substitutions" procedures of this Section if proposing unnamed product.

b. Where two or more products or manufacturers are named, provide one of the products named, at the Contractor's option. Do not provide or offer to provide an unnamed product, except as follows:

1) Where the Specifications name products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to the use of these products only nor require pre-bid substitution, the Contractor may, at his option, propose an unnamed product that complies with Contract requirements in accordance with the "Substitutions" procedures of this Section.

2. Specifications which do not name products:

a. Where the Specifications describe a product or assembly by listing characteristics required, but without use of a brand or trade name, provide product or assembly that provides the specified characteristics and otherwise complies with Contract requirements.

b. Where the Specifications do not name products, but require compliance with specific performance requirements, provide products that comply with those requirements, and that are recommended by the manufacturer for each specific application. The manufacturer's recommendations may be contained in published product literature, or by the manufacturer's project-specific certification of performance.

c. Where the Specifications require only compliance with an imposed standard, code or regulation, the Contractor has the option of selecting a product that complies with specified requirements, including the standards, codes and regulations.

3. Specifications requiring matching an established sample: The final judgment of whether a product proposed by the Contractor matches the sample satisfactorily will be determined by the Architect.

B. Accommodation of Selected Products: Where the Contract Documents indicate details or other requirements based on a specified product, and the Specifications name two or more products or manufacturers for the Contractor's selection, the Contractor shall be responsible for adjustment in details and other requirements to accommodate the product of his selection, at no change to the Contract Sum or Contract Time.

2.2 GENERAL PRODUCT REQUIREMENTS

A. General: Provide products that comply with the requirements of the Contract Documents and that are undamaged. Unless specifically required by the Contract Documents to be salvaged, re-used or otherwise restored, provide products that are unused at the time of installation. Provide products that are complete with accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.

B. Standard Products: To comply with the requirements of the Contract Documents, provide standard products of types that have been produced and used successfully in similar applications on other projects.

C. Continued Availability: Where, because of the nature of its application, the Owner is likely to need replacement parts or additional amounts of a product at a later date, either for maintenance and repair or replacement, provide standard, domestically produced product for which the manufacturer has published assurances that the product and its parts shall be available to the Owner at a later date. A reasonable doubt regarding such future availability will be grounds for rejection of products other than named products.

D. Nameplates: Except for required labels and operating data, do not permanently attach or imprint manufacturers' or producers' nameplates or trademarks on exposed surfaces to view in occupied spaces or on the exterior of the completed project.

1. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.

2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate the nameplate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain product identification and essential operating data, including information specified for particular nameplates in Divisions 02 through 16.

2.3 SUBSTITUTIONS

A. General: A request for a substitution will be received and considered when extensive revisions to the Contract Documents are not required, when the proposed changes are in keeping with the general intent of the Contract Documents, when the requests are timely, fully documented and properly submitted, and when one or more of the following conditions is satisfied, as judged by the Architect; otherwise the requests will be returned without action except to record non-compliance with these requirements.

B. Conditions: The Architect will consider a request for substitution when the following conditions are met:

1. The request is for the use of a product not named in the Specifications, and where product selection is not limited to named products.

2. The specified product or method is no longer availabe or cannot be provided in time to comply with the Contract Schedule. The request shall not be considered if the effect on the schedule is a result of the Contractor's failure to place an order within 30 days of award of Contract, to pursue the work expeditiously, or to properly coordinate the work.

3. A substantial net advantage, as determined by the Architect, is offered the Owner, in terms of cost, time, operating efficiency or other factors, after deducting negative factors such as additional compensation to the Architect for redesign and evaluation services, increased costs of other work by other Contractors, or adverse effects on maintenance.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

A. Except where project-specific or more stringent requirements are set forth in the Contract Documents, comply with the manufacturer's instructions and recommendations for installation of products in each application.

B. Anchor each product securely in place, accurately located and aligned with other work.

C. Clean exposed surfaces and protect surfaces as necessary to ensure freedom from damage and deterioration at time of acceptance.

END OF SECTION