

**SECTION 01 61 00 – PRODUCT REQUIREMENTS****PART 1 – GENERAL**

## 1.01 RELATED DOCUMENTS

- A. Contract Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

## 1.02 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. "Or Equal" Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis of Design Product: The Project was designed generally around the first or singularly named manufacturers. Where a specific manufacturer's product is named, including make or model number or other designation, it is to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics. If the Contractor chooses to furnish an alternately named manufacturer or product, a substitution request must be made in accordance with paragraph 7.05 of the General Conditions.

## 1.03 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing proposed products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
  - 1. Coordinate product list with the Submittals Schedule.

2. Form: Tabulate information for each product under the following column headings:
    - a. Specification Section number and title.
    - b. Generic name used in the Contract Documents.
    - c. Proprietary name, model number, and similar designations.
    - d. Manufacturer's name.
  3. Initial Submittal: Within 15 days after date of Notice to Proceed, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
    - a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
  4. Engineer's Action: Engineer will respond in writing to Contractor within 15 working days of receipt of completed product list. Engineer's response will include a determination of "or equal" product selections and a brief explanation of reasons for this action. Engineer's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Comply with the General Conditions. Submit one copy of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use form provided at end of Section.
  2. Documentation: Show compliance with requirements for substitutions in the General Conditions and the following, as applicable:
    - a. Statement indicating why specified material or product cannot be provided.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
    - d. Product Data, including Drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.
    - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
    - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    - h. Research/evaluation reports evidencing compliance with building code in effect for Project.

- i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
- j. Cost information, including a proposal of change, if any, in the Contract Sum.
- k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
- l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- m. Include all other Contract changes as a result of substitution.

#### 1.04 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
  - 1. Each Contractor is responsible for providing products and construction methods compatible with products and construction methods of other Contractors.
  - 2. If a dispute arises between Contractors over concurrently selectable but incompatible products, Engineer will determine which products shall be used.

#### 1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project Site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project Site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:

1. Materials may be stored appropriately with the Site provided such stored materials do not unduly restrict use of existing facilities or infringe on private property.
2. Assume full responsibility for materials stored on Site including materials for which the Owner has made payment.
3. Transport materials remaining at the completion of the Project for which the Owner has made payment to a storage area designated by the Owner.
4. Store products to allow for inspection and measurement of quantity or counting of units.
5. Store materials in a manner that will not endanger Project structure.
6. Store products that are subject to damage by the elements, under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
7. Store cementitious products and materials on elevated platforms.
8. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
9. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
10. Protect stored products from damage and liquids from freezing.
11. Provide a secure location and enclosure at Project Site for storage of materials and equipment. Coordinate location with Owner.

## **PART 2 – PRODUCTS**

### **2.01 PRODUCT SELECTION PROCEDURES**

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Engineer reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single product and manufacturer, provide the named product. Where Specifications include a list of names of both products

- and manufacturers, provide one of the products listed that complies with requirements.
2. **Manufacturer/Source:** Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or equal source that complies with requirements. Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
  3. **Basis-of-Design Product:** Where Specifications name a product and manufacturer, provide the specified product. Where Contract Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named provide named product. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
  4. **Visual Selection Specification:** Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
    - a. **Standard Range:** Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Owner and Engineer will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
    - b. **Full Range:** Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Owner and Engineer will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.02 PRODUCT SUBSTITUTIONS

- A. **Timing:** Engineer will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Engineer.
- B. **Costs:**
  1. **Engineer's Cost Reimbursement:** Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to this Section and Article 7 of the General Conditions. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct Contract with Owner) resulting from the acceptance of each proposed substitute.
  2. **Contractor's Expense:** Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

- C. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
1. Request is submitted in accordance with this Section and the requirements of the General Conditions of the Contract.
  2. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
  3. Requested substitution does not require extensive revisions to the Contract Documents.
  4. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  5. Substitution request is fully documented and properly submitted.
  6. Requested substitution will not adversely affect Contractor's Construction Schedule.
  7. Requested substitution has received necessary approvals of Authorities having Jurisdiction.
  8. Requested substitution is compatible with other portions of the Work.
  9. Requested substitution has been coordinated with other portions of the Work.
  10. Requested substitution provides specified warranty.
  11. If requested substitution involves more than one Contract, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all Contractors involved. All costs of other Contracts for substitution will be made by Contractor making request.

**PART 3 – EXECUTION – Not Used**

**END OF SECTION**