SECTION 01630

PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.0 RELATED DOCUMENTS;

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 - Specification sections apply to work of this section.

1.1 SUMMARY:

A. Section Includes:

1. Requirements and procedures for products used and for substitutions of products not specified.

1.2 PRODUCT LISTING:

A. Not later than 45 days from the Contract Date, the Contractor shall provide a list, in duplicate, of all products and equipment proposed for installation, including the name of the manufacturer of each, model, type or other identification, for action by the Architect.

1. The list shall be tabulated by, and be complete for, each specification section. Include all information required to fully identify each product. Where applicable, subcontractors' names shall be included in list.

   a. Indicate clearly on the list if the product is not the first named or only named product in the specifications, whether or not approved by Addendum.

2. Within 2 weeks of receipt of product-listing schedule, Architect will respond to Contractor in writing, indicating unacceptable selections (if any) together with explanation thereof, and requesting additional data (if any) as may be needed for his review (or the Owner's review) and acceptance of other products and manufacturers as listed.

3. No response by the Architect will be recognized as no objection to the listed product/manufacturer, but will not constitute waiver of requirements for the product to comply with the requirements of the Contract Documents.

1.3 PRODUCT SELECTION;
A. When products are specified by ASTM or other reference standards, furnish products conforming to such reference standards.

B. When products are specified by trade name or manufacturer's name and model number, whether or not reference standards are also specified, furnish those specific proprietary products. Where more than one manufacturer is specified, the Contractor has the option as to which manufacturer's products are to be used.

C. Where manufacturers are listed as acceptable for specific proprietary products but precise identification by model, series, or trade name is not specified, submit detailed product information for such products for Architect's acceptance prior to ordering. Include specific requirements for modifications to other construction, as specified for substitutions, including power and utility requirements, characteristics, capacities and locations.

D. See Section 01078 regarding "options."

E. When terms "or equal," "equal to," "or approved equivalent" and other similar terms are used, provide only the specific product or products specified or approved by written Addendum.

F. Refer to the Bidders' Instructions for obtaining approval prior to bidding of unspecified products. Do not furnish products of manufacturers not specified or not approved in writing except where such products have been specified solely by reference standards. Substitute products proposed must be equivalent in quality, performance, and appearance and such equivalence is solely the judgement of the Architect. There is no obligation for the Architect to prove non-equivalence.

G. Approved substitutions may, because of different size, weight, configuration, power requirements, utility connections or other characteristics, require modifications to other elements of the Work. If such substitutions are used, all such modifications to other elements of the work must be shown by shop drawings or other submittals as appropriate, and approved. The cost of such modifications are solely the Contractor's.

H. Compatibility of Options:

1. Compatibility of products is a basic requirement of product selection when the Contractor is given the option of selecting between two or more products for use on the project, the product selected must be compatible with other products previously selected, even if the products previously selected were also Contractor options. 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.

1.4 GENERAL PRODUCT REQUIREMENTS:
A. Provide products, materials and equipment which comply with the requirements, and which are undamaged and unused (except where used items are specifically required or permitted) at the time of installation, and which 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. It is the responsibility of the Contractor and his Installers, as experts, to notify the Architect of any specified product that to his knowledge will not meet the requirements or is unsuited to the application indicated or specified.

C. The use of manufacturer's and trade names is intended only to establish standards of quality and performance and not to limit competition.

1.5 SUBSTITUTIONS:

A. Basis:

1. After execution of the Contract, the Owner and the Architect will consider substitutions of products in place of those specified or approved by Addendum under the following conditions:

   a. The specified product or products, through no fault of the Contractor or his Subcontractors, cannot be delivered in time to meet the construction schedule.

   b. A formal request is made for the substitution documenting fully the above reason. Include complete data on the proposed substitution substantiating compliance with the Contract Documents including product identification and description, performance and test data, references and samples where applicable, and an itemized comparison of the proposed substitution with the products specified or otherwise approved, with data relating to Contract time schedule, design and artistic effect where applicable, and its relationship to separate contracts.

   c. Accompany the request by accurate installed cost data on the proposed substitution in comparison with the product specified.

A. Consideration

1. Making such requests for substitutions is a representation by the Contractor that:

   a. The Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
b. The Contractor will provide the same warranty for the substitution that is required for that specified.

c. The cost data presented are complete and include all related costs under this Contract but excludes costs under separate contracts and excludes Architect's re-design costs, and the Contractor waives all claims for additional costs related to the substitution which subsequently become apparent;

d. The Contractor will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

e. When approved by the Owner and Architect, such substitution will be documented by Change Order modifying the Specifications. The Contract Sum will be changed only if the substitution results in a cost savings to the Owner.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

Not Applicable

END OF SECTION 01630