

## SECTION 01 60 00

### PRODUCT REQUIREMENTS

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES

- A. Products
- B. Product Options and Substitutions
- C. Product Delivery Requirements
- D. Product Storage and Handling

##### 1.2 PRODUCTS

- A. Products: New material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying, and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. For similar components, provide interchangeable components of the same manufacturer.

##### 1.3 PRODUCT OPTIONS AND SUBSTITUTIONS

###### A. Summary:

- 1. This Paragraph 1.3 describes procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications or approved for use in Addenda that were not already the subject of a Document 00 43 25 (Substitution Request Form) submittal as provided in Document 00 21 00 (Instructions to Bidders).

###### B. Contractor's Options:

- 1. For products specified only by reference standard: Select any product meeting that standard.
- 2. For products specified by naming one or more products or manufacturers:
  - a. Select products of any named manufacturer meeting Specifications.
  - b. If product becomes unavailable due to no fault of Contractor, submit Request for Substitution (RFS), including all information contained in this Section and a fully executed Document 00 21 00, but using the term "Contractor" each place the term "Bidder" appears in that form.

###### C. Substitutions:

1. Except as provided in Document 00 21 00 (Instructions to Bidders) with respect to “or Approved Equal” items, City will consider Contractor’s substitution requests only when product becomes unavailable due to no fault of Contractor or if the product specified no longer complies with local regulations or laws. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. The RFS shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor’s achievement of Substantial Completion on time, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for work on the Project).
2. Submit separate RFS (and four copies) for each product and support each request with:
  - a. Product identification
  - b. Manufacturer’s literature
  - c. Samples, as applicable
  - d. Name and address of similar projects on which product has been used, and dates of installation
  - e. Name, address, and telephone number of manufacturer’s representative or sales engineer
  - f. For construction methods: Detailed description of proposed method; drawings illustrating methods
3. Where required, itemize a comparison of the proposed substitution with product specified and list significant variations including, but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed. Identify all variations of the proposed substitute from that specified in the RFS and indicate available maintenance, repair, and replacement service.
4. State whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with City for work on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.
5. Include accurate cost data comparing proposed substitution with product and amount of net change in Contract Sum including, but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by City in evaluating the proposed substitute. City may require Contractor to furnish additional data about the proposed substitute.
6. City will not consider substitutions for acceptance (or, in City’s sole discretion, City may make Contractor solely responsible for all resulting costs, expenses and other consequences) when a substitution:

- a. Results in delay meeting construction Milestones or completion dates.
  - b. Is indicated or implied on submittals without formal request from Contractor.
  - c. Is requested directly by Subcontractor or supplier.
  - d. Acceptance will require substantial revision of Contract Documents.
  - e. Disrupts Contractor's job rhythm or ability to perform efficiently.
7. Substitute products shall not be ordered without written acceptance of City.
  8. City will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.
  9. Accepted substitutions will be evidenced by a Change Order or a CCD. All Contract Document requirements apply to Work involving substitutions.

D. Contractor's Representation and Warranty:

1. Contractor's RFS constitutes a representation and warranty that Contractor:
  - a. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
  - b. Will provide the same warranty for substitution as for specified product.
  - c. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.
  - d. Waives claims for additional costs which may subsequently become apparent.
  - e. Will compensate City for additional redesign costs associated with substitution.
  - f. Will be responsible for Construction Schedule slippage due to substitution.
  - g. Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that are subsequently rejected by City.
  - h. Will compensate City for all costs; including extra costs of performing Work under Contract Documents, extra cost to other contractors, and any claims brought against City, caused by late requests for substitutions or late ordering of products.
  - i.

E. City's Duties:

1. Review Contractor's RFS with reasonable promptness
2. Notify Contractor in writing of decision to accept or reject requested substitution

F. Administrative Requirements:

1. Specified products, materials, or systems for Project may include engineering or on-file standards required by the regulatory agency. Contractor's substitution of products, materials or systems may require additional engineering, testing, reviews, approvals, assurances, or other

information for compliance with regulatory agency requirements or both. Provide all agency approvals or other additional information required and pay additional costs for required City services made necessary by the substitution at no increase in Contract Sum or Contract Time, and as a part of substitution proposal.

#### 1.4 PRODUCT DELIVERY REQUIREMENTS

- A. Deliver products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

#### 1.5 PRODUCT STORAGE AND HANDLING

- A. Store products only in staging area per provisions of Section 01 11 00 (Summary of Work).
- B. Handle, store, and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.
- C. For exterior storage of fabricated products, place on appropriate supports, above ground.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

### **PART 2 - PRODUCTS NOT USED**

### **PART 3 – EXECUTION NOT USED**

-END OF SECTION-