PART I - GENERAL

1.1 SUMMARY

A. This Section specifies administrative and procedural requirements governing the Contractor's selection for products for use in the Work, and administrative procedures for handling requests for substitutions made before and after receipt of bid.

B. Owner's forms referenced in this Section include (see Appendix A):

1. Substitution Request Form

1.2 DEFINITIONS

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

1. "Products" are items purchased for incorporation in the Work, regardless of whether they were specifically purchased for the Project or taken from previously purchased stock.

2. "Named Products" are products identified by use of the manufacturer's name for a product, including such items as a make or model designation, as recorded in the most recent published product literature as of the date of the Contract Documents.

3. "Materials" are products that must be cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.

4. "Equipment" is a product with operational parts, whether motorized or manually operated, and in particular, a product that requires service connections such as wiring or piping.

1.3 QUALITY ASSURANCE

A. Source Limitations: Provide products of same kind, to fullest extent possible, from a single source.

B. Compatibility of Options: When the Contractor is given the option of selecting between two or more products for use (on the Project) the product selected shall be compatible with products previously selected, even if previously selected products were also options.

C. Nameplates: Except for labels required by Authorities Having Jurisdiction (AHJ), do not attach or imprint manufacturer's or producer's nameplates, trademarks or operating data on surfaces exposed to view in occupied spaces or on the building exterior.

1. Labels: Locate required product labels and stamps on a concealed surface, or where required by AHJ for observation after installation, on an accessible surface that is not conspicuous.

1.4 PRODUCT SELECTION

A. General Product Requirements: Unless otherwise indicated, provide products that comply with the Contract Documents and that are undamaged and unused at the time of installation.

1. Provide products complete with all accessories, trim, finish, safety guards and other devices and with details needed for a complete installation for the intended use and effect.

2. Where available, provide standard products of a type and manufacturer used successfully in similar situations on other projects.

B. Product Selection Procedures: Product selection is governed by the Contract Documents and governing regulations. Procedures governing product selection include the following:

1. Performance Specifications: Performance specifications may be one of the following:

a. One or more named reference(s) with no accompanying conditioning language such as “or approved equal” or “no substitutions”; or

b. No named reference is specified, and requirements are specified by means of any of the following:

(1) Descriptive requirements
(2) Design requirements
(3) Performance requirements
(4) Regulatory requirements and/or industry standards

References to equipment, material, articles or patented processes by trade name, manufacturer, make or catalog number, are presumed to set a standard of quality so as to encourage competition. The term “equal” is presumed and need not be repeated in the Specifications. Where Specifications set a standard of quality, provide product options complying with or exceeding the provisions of the Contract Documents, and which are recommended by a manufacturer for the applications indicated. No Substitution Request is required. However, Owner may request, and Contractor shall provide, documentation of the manufacturer’s recommendations for a particular product application.

2. Closed Proprietary Specifications: Products by one or more manufacturers are specified, and the specification section includes the term “no substitution(s),” “no other(s),” or “no exceptions.” No other product options will be accepted. Provide products and work as specified.

3. Open Proprietary Specifications: Products by one or more manufacturers are specified, and the specification section includes the term “or approved equal,” or “other acceptable.” Submit the Substitution Request Form for other products to Owner under the provisions of this Section.

4. Visual Matching: Where matching an established sample is required, the Owner’s decision will be final on whether a proposed product matches satisfactorily.

a. Where there is no product available within the specified product category which matches satisfactorily and also complies with other specified requirements, the contractor shall comply with the provisions of the Contract Documents concerning substitutions for the selection of a matching product in another product category.

5. Visual Selection: Where specified product requirements include the phrase "...as selected from the manufacturer's standard colors, patterns, textures..." or similar phrases, select a product and manufacturer that complies with other specified requirements. Owner will select the color, patterns and texture from the product line selected.

1.5 PRODUCT SUBSTITUTION

A. General:

1. No substitution request will be considered unless submitted in accordance with the requirements of this Section.

2. If the JOC Contractor desires approval of some material or product other than that specified by the Contract Documents, it must submit a written request for approval of the proposed substitute item to the Owner in accordance with the following requirements:

a. All requests must be made on the Owner's Substitution Request Form

b. After the Owner receives the JOC Work Order Request For Pricing (RFP) pricing from the JOC Contractor, substitution requests shall be prepared, transmitted, and processed in accordance with Section 01 33 00 "Submittal Procedures."

3. Final decision as to whether an item is an equal or acceptable substitution rests solely with the Owner.

B. Substitution Requests: Every substitution request must state whether the item offered is equal or superior to the specified product. The substitute material or product must be accompanied by its reference in the Contract Documents and complete catalog, technical and other information. If applicable, include samples showing comparison of physical and other pertinent characteristics as required to establish equivalence of acceptability for the proposed application. Where specific test results are required by the Contract Documents, the comparison data for the proposed item shall be based upon the same test methods as those specified, or they shall be correlated to clearly demonstrate comparability. The same warranty of the Work described for the specified product is required for the substitution.

C. Not Used.

D. After Receipt of Work Order Notice to Proceed (NTP): Contractor shall indicate one or more reasons why a product substitution is required with a Substitution Request Form. Owner will notify Contractor in writing of decision to accept or reject the Substitution Request.

Substitution Requests will not be considered except for the following reasons, which must be substantiated by the Contractor:

1. Unavailability: Specified item has been discontinued or is unavailable in time to meet Construction Schedule through no fault of the Contractor or Subcontractor.

2. Unsuitability: Subsequent information discloses the specified item as unsuitable, inappropriate, or unable to perform properly or fit the designated space.

3. Regulatory Requirements: A substitution is required to comply with code interpretations by AHJ or insurance regulations.
4. Warranty: A manufacturer or fabricator declares the specified item to be unsuitable for the use intended or refuses to certify or warrant the performance of the specified item for the Project.

5. Owner's Benefit: In the judgment of Contractor, acceptance of the proposed substitution is clearly in Owner's best interest because of cost, quality, or other consideration.

E. Coordination: In making a Substitution Request, the Contractor certifies that it will coordinate all Subcontractor work required by the substitution and waives all claims for additional costs and/or time which subsequently become apparent as a consequence of the substitution.

F. Re-design: At the Owner's sole discretion, the Contractor shall bear all Owner costs related to the substitution, including costs of A/E's services for investigation, evaluation and re-design, if necessary.

G. Owner will not consider:

1. Substitutions, if they are indicated or implied on Shop Drawings or other Project data submittals;

2. Substitutions which, if accepted, will require substantial revisions of Contract Documents; or

3. Substitution Request Forms which do not provide adequate or clearly defined information for complete and timely appraisal.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION