

## SECTION 01600 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for selecting products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. See Division 1 Section "Closeout Procedures" for submitting warranties for contract closeout.
- C. See Divisions 2 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.

#### 1.2 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, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, 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.
  - 4. "Materials" are products that are shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form part of the Work.
  - 5. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.
  - 6. Source Limitations: To the fullest extent possible, provide products of the same kind, from single source.
    - a. When Contractor has option of selecting between two or more products, product selected shall be compatible with products previously selected.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

- C. **Manufacturer's Warranty:** Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- D. **Special Warranty:** Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

### 1.3 SUBMITTALS

- A. **Product List:** Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
  - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
  - 2. **Completed List:** Within thirty (30) days after date of commencement of the Work, submit three (3) copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
  - 3. **Architect's Action:** Architect will respond in writing to Contractor within ten (10) days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement that products comply with the Contract Documents.
- B. **Substitution Requests:** Submit three copies 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 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, from a model code organization acceptable to authorities having jurisdiction.
  - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time.
  - 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.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
- a. Form of Acceptance: Change Order.
  - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

#### 1.4 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.

#### 1.5 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.
  - 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.
  - 5. Store products to allow for inspection and measurement of quantity or counting of units.
  - 6. Store materials in a manner that will not endanger Project structure.
  - 7. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.

8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
9. Protect stored products from damage.

B. Labels:

1. Nameplates: Except for required labels and operating data, do not attach manufacturer's nameplates or trademarks on surfaces exposed to view in occupied spaces or on the exterior.
2. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power-operated equipment. Locate on an inconspicuous accessible surface. Nameplate shall contain the following information and essential operating data:
  - a. Name of product and manufacturer.
  - b. Model and serial number.
  - c. Capacity.
  - d. Speed.
  - e. Ratings.

## 1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
  1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
  3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT OPTIONS

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, 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. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

B. Product Selection Procedures: Procedures for product selection include the following:

1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, **provide the product named.**
2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, **provide a product by the manufacturer or from the source named** that complies with requirements.
3. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, **provide one of the products listed that complies with requirements.**
4. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, **provide a product by one of the manufacturers listed** that complies with requirements.
5. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches satisfactorily.
  - a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.
6. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
  - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, 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, Architect will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within thirty (30) days after commencement of the Work. Requests received after that time may be considered or rejected at discretion of Architect.
1. Requests will be considered by Architect if received and approval time frames are in advance of the deadline to order the specified product, so that if rejected, there will be ample time to order, deliver, and install the specified products. If substitution is approved by Architect, submittal will then be sent to BJ's Wholesale Club, Inc. for final approval.
    - a. Submit three (3) copies of each request for substitution in the form and in accordance with procedures for Change Order proposals.
- B. Requests for changes in products, materials, and equipment required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "Substitutions". The following are **not** considered substitutions:
1. Substitutions requested during the bidding period, and accepted prior to award of Contract.
  2. Revisions to Contract Documents required by the Owner or Architect.
  3. Specified options of products included in Contract Documents.
  4. Compliance with governing regulations and orders issued by governing authorities.
  5. Products specified by reference to standard specifications such as ASTM and similar standards.
  6. Products specified by manufacturer's name and catalog model number.
- C. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
1. 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 may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
  2. Requested substitution does not require extensive revisions to the Contract Documents.
  3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  4. Substitution request is fully documented and properly submitted.
  5. Requested substitution will not adversely affect Contractor's Construction Schedule.
  6. Requested substitution has received necessary approvals of authorities having jurisdiction.
  7. Requested substitution is compatible with other portions of the Work.
  8. Requested substitution has been coordinated with other portions of the Work.
  9. Requested substitution provides specified warranty.
  10. If a decision on use of substitute cannot be made within a two (2) week period, use product specified. Acceptance will be in the form of a Change Order.

## 2.3 COMPARABLE PRODUCTS

BJ's Wholesale Club  
Portland, Maine  
Deli  
Dal Pos Architects, LLC, December 2003

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- A. Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  3. Evidence that proposed product provides specified warranty.
  4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION