

SECTION 01630

SUBSTITUTIONS AND PRODUCT OPTIONS

PART I - GENERAL

1.01 GENERAL

- A. This contract is based on standards of quality for all products and materials as established in the contract documents. Various systems and products have been designed to work together and are complimentary to each other. Unapproved substitutions or changes may result in inferior product or system performance. Substitutions will therefore only be considered on the following basis:
1. Pre-bid – Substitutions will be considered only if presented in writing on the designated form at least 15 calendar days before the bid
 2. Post-bid – Substitutions will only be considered after the Owner-Contractor agreement has been signed if the product is no longer available, or if the substitution is beneficial to the owner and/or will save the owner money.

1.02 PRODUCT OPTIONS

- A. Where the phrase "approved equivalent" occurs in Contract Documents, do not assume that materials, equipment, or methods will be approved as equivalent unless the item has been specifically approved for this Work by Architect.
- B. For products specified only by reference standard, select any product meeting that standard.
- C. For products specified by naming several products or manufacturers, select any one of products or manufacturers named which complies with specifications. No other substitutions will be allowed.
- D. For products specified by naming one or more products or manufacturers and "approved equivalent", Contractor may submit for approval as a substitution for any product or manufacturer not specifically named.
- E. For products specified by naming only one product and manufacturer, there is no option.

1.03 PREFERRED & REQUIRED MANUFACTURERS

- A. Where the phrase "preferred manufacturer" occurs in the Contract Documents, and is listed for a specific piece of equipment or system, then the preferred manufacturer shall be included in the base bid. Provide alternate prices for substitute manufacturers. If no preferred manufacturer is listed for a piece of equipment, then refer to the equipment schedules and specifications for requirements. Do not assume that materials, equipment, or methods will be approved as equivalent unless the item has been specifically approved for this Work by the Architect.
- B. Where the phrase "required manufacturer" occurs in the Contract Documents, this represents the final list for select equipment and systems. No substitutions are allowed for these systems. For BAS and Fire Alarm System, the Owner has pre-existing service and pricing contracts.

1.04 SUBSTITUTIONS

- A. Substitutions must be made in a timely manner and brought to the attention of the architect in writing. Failure to meet the time frame requirements noted below are grounds for rejecting the request.
 - 1. Prebid substitutions must be received in the architects office at least 15 days prior to bid.
 - 2. Postbid substitutions must be received at least 30 days before the submittal is due to be approved. If a submittal schedule is not available, the contractor must note this date in his request. It is the contractors obligation to present the substitution request in a timely manner.
- B. Contractor shall request and provide reason for substitution to Architect, fully describing item, material or system. Information shall include any adjustments to that or other affected work, and shall state credit or extra involved. Provide requested samples. Utilize the Material Substitution Request Form included as Section 01631.
- C. Requests for substitutions shall include:
 - 1. Note to Architect's attention any known deviations from the original product specified.
 - 2. Product identification and manufacturer's name and address.
 - 3. Include manufacturer's descriptive literature, performance and test data, and reference standards.

4. Itemized comparison of proposed substitution with product or method specified.
 5. Accurate cost data on proposed substitution in comparison with product or method specified.
 6. Data relating to changes in construction schedule.
 7. Relation to separate contracts including compatibility of installation.
- D. Substitutions indicated or implied on shop drawings or product data submittals shall be brought to the architect's attention in writing. Failure to note the substitution contained within shop drawings shall be cause for rejection of the submittal. Substitutions indicated or implied on shop drawings or product data submittals that were not approved are subject to rejection and/or replacement if incorporated into the construction. The contractor shall replace such illegal substitution at his cost if required by the architect. Substitutions shall always be brought to the attention of the architect in writing and a proper substitution request form shall be included with the submittal.
- E. Architect will determine acceptability of proposed substitution, and will notify Contractor of acceptance or rejection in writing within a reasonable time.
- F. Only one request for substitution will be considered for each product. When substitution is not accepted, provide specified product.
- G. In request for substitution, Contractor shall state:
1. Product is equivalent or superior in all respects to the originally specified product.
 2. Product will provide same warranty as required in General Conditions of the Contract.
 3. Product will provide the same special warranty or guarantee as specified
 4. The substitution request includes all cost data and cost implications of the proposed substitution.
 5. Contractor will pay redesign and special inspection costs if caused by this product.
 6. Contractor will pay additional costs to other contractors if caused by the substitution.
 7. Contractor will coordinate the incorporation of the proposed substitution in the Work.
 8. Contractor will modify other parts of the Work, that may be required, to make all parts of the Work complete and functioning.
 9. Contractor will waive future claims for added costs caused by the proposed substitution.

- H Architect is not responsible for verification of compatibility of substitutions to other related work.
- I Architect's decision is final on all substitutions.
- J Substitution Submittal Procedure:
 - 1. Submit three signed copies of Substitution Request Form for consideration. Limit each request to one proposed Substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
 - 3. Architect will notify Contractor, in writing, of decision to accept or reject request.

1.05 CONTRACTORS REPRESENTATION.

- A. A request for substitution for type of materials, manufactured systems, methods or items, constitutes a representation that Contractor will pay the Architect for all redesign costs required to implement the change. This includes, but is not limited to: engineering for architectural, civil, structural, mechanical and electrical work; updating of specification sections; redrafting and reproduction for changes to Contract Documents if required. The architect will notify the contractor of anticipated costs at the time of approval.
- B. The contractor represents that he has investigated the proposed substitution construction method, materials, manufactured systems, items and has determined that they are equal or superior in all respects to that shown or specified.
- C. The contractor will provide the same warranties and bonds for the substitutions as for the methods and materials or products specified.
- D. The contractor will coordinate the installation of the accepted substitutions into the work, and make such other changes as may be required to make the work complete in all respects, without changing original intent of function or aesthetics.
- E. The contractor will waive all claims for additional costs relating to the substitutions which may subsequently become apparent.

PART 2 – PRODUCTS

2.01 PREFERRED & REQUIRED MANUFACTURERS

- A. The following is the preferred mechanical and electrical manufacturer list. If a preferred manufacturer is listed for a specific piece of equipment or system, then the preferred manufacturer shall be included in the base bid. Provide alternate prices for substitute manufacturers. If no preferred manufacturer is listed for a piece of equipment, then refer to the equipment schedules and specifications for requirements:

<u>SPECIFIED EQUIPMENT</u>	<u>PREFERRED MANUFACTURER</u>
1. Air Filters	Farr
2. Supply/Exhaust Fans	Greenheck
3. Indoor Air Handling Units (Clinic)	Trane
4. Diffusers, Registers & Grilles	Titus
5. Water coils	Trane
6. Fan Coil Units	Trane
7. Electric Gear	Square D
8. Variable Frequency Drives	ABB or Graham
9. Automatic Transfer Switches	Russelectric

- B. The following is the required manufacturer list for select equipment and systems. No substitutions are allowed for these systems. For BAS and Fire Alarm System, the Owner has pre-existing service and pricing contracts:

<u>SPECIFIED EQUIPMENT/SYSTEMS</u>	<u>REQUIRED MANUFACTURER</u> (no substitutions)
1. Building Automation System	Determined by Owner
2. Fire Alarm System	Simplex
3. Nurse Call	Executone

PART 3 – EXECUTION

3.01 MATERIAL SUBSTITUTION REQUEST FORM

- A. Contractor shall submit all substitution requests on a separate form, which specifically states that the contractor acknowledges the conditions imposed by this section of the specifications, and the cost effect thereof for any substitution.
- B. If all portions of the form are not adequately addressed according to this specification, the Architect will reject the request for substitution.

END OF SECTION