

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 ENVIRONMENTAL HAZARDOUS PRODUCTS, MATERIALS, OR WASTES

- A. Do not incorporate in the Work hazardous materials or products as currently defined in the Resource Conservation and Recovery Act of 1976 (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), or Environmental Protection Agency (EPA) regulations, rules, or requirements, as amended, and/or State and local regulations, rules, or requirements that are equivalent or more stringent than the Federal regulations, rules, or requirements unless the Contract Documents give no other option than to provide a material or product that contains a hazardous material, component, constituent, waste, or leachate. In studying the Contract Documents and carrying out the Work, report at once to the Designer the discovery of a product or material that contains or is suspected to contain hazardous materials, components, constituents, waste, or leachate.
- B. Do not incorporate in the Work a product or material that contains concentrations of a constituent, component, or material above the threshold levels which would require adherence to hazardous waste disposal regulations as currently defined, or could cause a release or threat of release of a hazardous substance at a level that would require a remedial response or removal action as currently defined by RCRA, CERCLA, or the EPA.
- C. Select materials and products meeting specified requirements that comply with EPA provisions as regards hazardous materials content. In making requests for substitutions, determine that materials and products proposed for substitution comply with RCRA, CERCLA, and EPA requirements, and supply chemical constituent information and/or Material Safety Data Sheets (MSDS) with the substitution request.

1.02 SUBSTITUTIONS

- A. Requests for substitutions shall be submitted to Designer on the form exhibited as Section 01 62 32, or in a similar format that provides the same or more information. Substitute products shall not be ordered or installed without written approval for acceptance from Designer. Contractor assumes all risks associated with premature ordering and installation of substitute products.
- B. The specifically named manufacturers, products, and systems, and descriptive characteristics used in the Contract Documents normally serve only to establish a level of quality and a performance standard. Unless specific restriction is placed upon an item in the specifications, Contractor may submit proposals for substitutions during the performance of the Work. The Owner reserves the right to disallow substitutions. Contractor assumes risks associated with possible rejection of proposals for substitution submitted.
- C. Delays caused by tardiness of Contractor in preparing and forwarding submittals

do not constitute an acceptable basis for consideration of substitute products. Delays due to factors that were in effect prior to project bidding do not constitute an acceptable basis for consideration of substitute products.

- D. When making requests for substitutions, Contractor assumes the following responsibilities:
 - 1. To have personally investigated the proposed substitute product and determined it is equal or superior in all respects to that specified;
 - 2. To provide the same warranty for substitute that Contractor would for that specified;
 - 3. To provide complete cost data and waive all claims for additional costs related to substitution which subsequently become apparent; and
 - 4. To coordinate installation of the accepted substitute, making such changes as may be required for Work to be complete in all respects.
- E. Decisions heretofore made concerning the equivalence or equality of materials, supplies and equipment furnished for or incorporated in other projects, completed or under construction for the Owner shall not be considered as precedents or criteria and shall have no bearing or influence on the question of equivalent, equal or comparable materials, supplies and equipment for the Work.

1.03 TRANSPORTATION AND HANDLING

- A. Materials, products and equipment shall be properly containerized, packaged, boxed and protected to prevent damage during transportation and handling.
- B. More detailed requirements for transportation and handling are specified under the technical sections.

1.04 STORAGE AND PROTECTION

- A. Provide suitable temporary weather tight storage facilities as may be required for materials that will be damaged by storage in the open.
- B. On-site storage space is limited to the site. Acquisition of any additional off-site space is the responsibility of the Contractor.
- C. Allocate the available storage areas and coordinate their use by trades. Maintain a current list showing all items and where they are stored.
- D. Store and protect materials delivered to the site from damage. Do not use damaged material in the work.

1.05 INSTALLATION REQUIREMENTS

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the respective manufacturers, unless otherwise specified.

1.06 IDENTIFYING MARKINGS

Nameplates and other identifying markings shall not be affixed on exposed surfaces of manufactured items installed in finished spaces.

1.07 PRODUCT APPROVAL STANDARDS

A. Definitions:

1. The term "product" shall include material, equipment, assembly methods, manufacturer, brand, trade name or other description.
2. References to approved equal, approved substitution, or similar terms mean that Designer approval is required.

B. Proof of Compliance: Where the specifications require conformance with Federal specification, ASTM designation, ANSI specification or other association standard, the Contractor shall, where requested or specified, submit supporting test data to substantiate compliance.

END OF SECTION