

SECTION 01 62 25 PRODUCT OPTIONS AND SUBSTITUTIONS

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. The Contractor will certify all equipment and materials used in fulfillment of their Contract Responsibilities are no Asbestos containing materials.
- 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 or 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. The Owner reserves the right to disallow substitutions. Contractor assumes risks associated with possible rejection of proposals for substitution submitted during the life of the contract.
- 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.

END OF SECTION

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