

PRODUCT SPECIFYING AND SUBSTITUTION

PROPRIETARY SPECIFYING

In NATSPEC, proprietary means *identifiable by naming the manufacturer, supplier, installer, trade name, brand name, catalogue or reference number.*

GENERIC SPECIFYING

The aim of the specification writer in customising NATSPEC for a project is to describe performance as follows:

- Measurable outcomes in terms of:
 - Conformity to a standard.
 - Product tolerance.
 - Construction tolerance.
 - Delivery and energy use.
 - Durability.
 - Compatibility with existing systems.
- Comparable outcomes in terms of:
 - Colour and texture.
 - A benchmark description.

Evaluation criteria include:

- Type tests.
- Evidence of conformity to a standard by a Accredited Testing Laboratory or JASANZ accredited certification body.

SUBMISSIONS

NATSPEC has provisions for specifying particular requirements for submissions. Provision is also made for specifying time and program constraints for submissions. The subclause relating to information submissions for building products under 0171 *General requirements*, SUBMISSIONS AND INSPECTIONS, **SUBMISSIONS** is:

Project requirements

Products and materials: Products and materials data, including manufacturer's technical specifications and drawings, product data sheets, type tests results, evidence of conformity to documented requirements, product certification, performance and rating tables, service connection requirements and installation and maintenance recommendations.

NATSPEC POLICY ON SUBSTITUTIONS

In order to maintain the contractor's contractual responsibility regarding supply, NATSPEC allows for substitution within 0171 *General requirements*. The following italicised text is an extract from PRODUCTS AND MATERIALS, **SUBSTITUTIONS**:

General

Identified proprietary items: Identification of a proprietary item does not necessarily imply exclusive preference for the identified item but indicates the necessary properties of the item.

Alternatives: If alternatives to the documented products, methods or systems are proposed, submit sufficient information to permit evaluation of the proposed alternatives, including the following:

- Product, method or system identification.
- Product data sheets.
- Manufacturer's contact details.
- Detailed comparison between the properties of the documented product and proposed substitution.

- Details of manufacturer and/or installer warranty.
- Statement of NCC compliance, if applicable.
- Evidence of conformity to a cited standard or code of practice.
- Evidence that the performance is at least equal to that specified.
- Samples.
- Essential technical information, in English.
- Comparison between the products in relation to assembly method, finishes, installation methods and any protection/packaging.
- Reasons for the proposed substitutions.
- Statement of the extent of revisions to the contract documents.
- Statement of the extent of revisions to the construction program.
- Statement of cost implications including costs outside the contract.
- Statement of consequent alterations to other parts of the works.
- Statement of consequent maintenance conditions of warranty.

Availability: If the documented products or systems are unavailable within the time constraints of the construction program, submit evidence.

Criteria: If the substitution is for any reason other than unavailability, submit evidence that the substitution:

- Is of net enhanced value to the principal.
- Is consistent with the contract documents and is as effective as the identified item, detail or method.

Optional style text

Costs: Pay the cost of submissions and of evaluations and tests of proposed alternatives, whether subsequently adopted or not. The costs will be calculated at the current charge-out rates of the relevant consultant(s).

ACUMEN ADVICE ON SUBSTITUTIONS AND VARIATIONS

An architect administering the contract should be aware that:

- A substitution may be contrary to the owner's requirements. When the owner signs a contract with the contractor, the materials described in the specification are a requirement under that contract and the substitution of materials without approval may be a breach of the contract and any applicable warranties.
- If the contractor substitutes materials without approval, the owner is entitled to give notice to the contractor that the specified materials must be installed, or in the alternative, the owner may claim damages for the substitution because without approval by the owner the contractor may be in breach of the contract.

(Italicised text is an extract from **Substitutions** in acumen.architecture.com.au, the Australian Institute of Architects' practice advisory subscription service.)

NATSPEC PRODUCT PARTNERS



A NATSPEC Product Partner is a building product manufacturer with an agreement with NATSPEC to include a purpose edited worksection in NATSPEC.

A NATSPEC branded worksection is a technical worksection produced in NATSPEC format in conjunction with a Product Partner. Branded worksections provide specifiers with an alternative to the generic worksection where a particular product has been selected at the design stage.

The research prior to the selection of a product or system is filtered, to eliminate inappropriate choices. The requirements of the client, regulators, standards, and the designer all affect whether the selection is presented as a generic or a proprietary item. The NATSPEC worksections facilitate the recording of both types.

All manufacturers are acutely aware of the problem of substitution by the contractor. It is being exacerbated by the lure of cheap and sometimes fake imports. Consultants are also affected as they spend considerable time and effort selecting a product, finish or electrical/mechanical system as part of their design responsibilities.

Relevant worksection

0171 *General requirements*

Related TECHnotes

GEN 014 *Submissions and testing*