# GENERAL

## Section Includes

### This Section covers the requirements for substituting materials and Products for those specified in the Contract Documents and the incorporation of the accepted substitutions into the Work.

## Related Sections

### Instructions to Bidders

### Definitions

### Contract Terms and Conditions

## Tender Requirements

### The Estimated Contract Price shall be based only upon supplying the materials, labour and equipment specified in the Contract Documents which shall be regarded as the standard of quality required.

### None of the prices submitted on the Schedule of Prices shall be based upon a presumed acceptance by the Consultant of a substitute item of supply.

### Where Products are named specifically in the Contract Documents or by other specific details, the Contractor’s bid price shall be based on the supply and installation of the named Products.

## Application and Acceptance of Substitutions

### After the award of the Contract, the Contractor may apply to the Consultant to substitute as an Equivalent, another item or group of related items. In all cases, the proposed substitution must be justified by the Contractor in a written application to the Consultant. Such written application shall indicate the reasons why the Contractor wishes a substitution (significant delay in delivery, strikes, unavailability, improved quality or field service) and the credit offered. The application must be accompanied by sufficient descriptive and technical information, specifications, references and samples for the Consultant to thoroughly compare the items, or the group of items, with that specified in the Contract Documents.

### The Consultant’s assessment shall include, but not be limited to, criteria such as quality and durability, performance, ease of operation, safety features, technical support, service and parts, availability and estimated cost of maintenance and adherence to the Contract Documents. Failure to submit adequate information in a timely manner and to the Consultant’s satisfaction may result in the rejection of the request due to insufficient information or time for evaluation.

### Substitutions will only be allowed with the prior, written approval of the Consultant, acting reasonably, in accordance with this Section.

### All applications and submissions related to the proposed substitution shall only be made by the Contractor and not by any Subcontractors or suppliers.

### Any design and/or construction changes necessitated by the use of the proposed substitution shall be at the sole risk and expense of the Contractor. The Contractor shall be responsible for ensuring the proper fit, matching and integration of all equipment or materials to the surrounding pipe, equipment or materials.

### Acceptance or rejection of a proposed substitution shall be at the sole discretion of the Consultant and/or Region, acting reasonably, whose decision shall be final.

### Acceptance by the Consultant or Region of any substitution shall apply to this Contract only.

### The Contractor shall assume all responsibility for liabilities and additional costs that may subsequently arise as a result of the proposed substitution being accepted by the Consultant or the Region, including any delays in the completion of the Work as a result of any substitutions.

### Amounts of all credits arising from the approval of substitutions after Contract award will be determined by the Consultant and the Contract Price will be reduced accordingly.

## Measurement and Payment

### The work of this Section will not be measured separately for payment. All costs associated with the work of this Section shall be included in the Contract Price.

# PRODUCTS (NOT USED)

# EXECUTION (NOT USED)

### **END OF SECTION**