

**SECTION 01 25 00
SUBSTITUTIONS**

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Requirements for requesting approval of proposed substitutions.

1.02 LIMITATIONS ON SUBSTITUTIONS

- A. General substitution requirements: The Contract is based on the materials, equipment, and methods described in the Contract Documents.
- B. Substitutions requests may be made for consideration in writing after the bid. The Architect will review substitution requests with the Owner and the awarded bidding contractor after the bid. No guarantee is made for return acknowledgment of substitution requests prior to the bid.
- C. Substitution or approval of alternative products will be considered after bids are opened only under the following conditions:
 - 1. The Contractor shall place orders for specified materials and equipment promptly upon award of the Contract. No excuse for proposed substitution will be considered for materials and equipment due to unavailability unless proof is submitted that firm orders were placed with and accepted by the manufacturer within 40 days after the Notice to Proceed with the work of the Project.
 - 2. The reason for the unavailability shall be taken to mean beyond the control of the Contractor. Unavailability will be construed as being due to strikes, bankruptcy, discontinuance of the manufacture of a product, or Acts of God.
 - 3. Requests for such substitution shall be made in writing to the Architect after the award of a contract and within 10 days of the date on which the Contractor ascertains that he cannot obtain the material or equipment specified.
 - 4. In certain instances, the manufacturer and/or the supplier of materials and services are required to receive the approval of the Architect. In other instances, approved manufacturers have been named outright. For either case, the approval by the Architect of a manufacturer or a supplier shall not relieve the manufacturer or that supplier from providing a product that fully meets the requirements of the Contract Documents.
- D. Availability of specified items:
 - 1. Verify prior to bidding that all specified items will be available in time for installation during orderly and timely progress of the Work.
 - 2. In the event specified item or items will not be so available, so notify the Architect prior to receipt of bids.
 - 3. Costs of delays because of non-availability of specified items, when such delays could have been avoided by the Contractor, will be back charged as necessary and shall not be borne by the Owner.
- E. "Or equal":
 - 1. Where the phrase "or an approved equal", "or equal as approved by the Architect" occurs in the Contract Documents, do not assume that material, equipment or methods will be approved as equal by the Architect unless the item has been specifically approved for this Work by the Architect.
 - 2. The decision of the Architect shall be final.
- F. Substitutions will not be considered unless the "Substitution Request Form - Section 01 25 10" attached in this Project Manual is used and the requirements of this section are fully complied

with. Other types of forms are not acceptable.

- G. Substitutions will not be considered when indicated on shop drawings or product data submittals without separate formal request complying with "submittal procedures" specified in this section.
- H. Substitutions will not be considered unless submitted through the Contractor.
- I. Additional studies, investigations, submittals, redesign and/or analysis by the Architect caused by the requested substitutions shall be paid by the Contractor at no expense to the Owner.
- J. Substitute products shall not be ordered or installed without written acceptance.
- K. Only one request for substitution for each product will be considered. When substitution is not accepted by the Architect, provide the specified product.
- L. Architect will determine the acceptability of all substitutions.

1.03 REQUESTS FOR SUBSTITUTIONS

- A. Contractor's Representation
 - 1. Request for substitution constitutes a representation that the Contractor has investigated the proposed product and has determined that it is equal to or superior in all respects to the specified product.
 - 2. Request for substitution constitutes a representation that the Contractor will provide same type of warranty for substitution as for specified product. Contractor's warranty shall be in writing guaranteeing all substituted products have same or superior performance as the product specified.
 - 3. Request for substitution constitutes a representation that the Contractor will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
 - 4. Request for substitution constitutes a representation that the Contractor waives all claims for additional costs related to substitutions which consequently become apparent.
 - 5. Request for substitution constitutes a representation that the cost data is complete and includes all related cost under his Contract, but excludes any approved Architect's design fees required by substitution.
 - 6. Request for substitution constitutes a representation that the Contractor has thoroughly investigated the proposed substitute to determine if license fees and royalties are pending on the proposed substitute.
- B. Requests for substitutions shall be submitted on "Substitution Request Form - Section 01 25 10" attached in this Project Manual. Legible copies of this form shall be complete with data substantiating compliance of proposed substitution with requirements of Contract Documents including the following information:
 - 1. Project title and Architect's project number.
 - 2. Identification of product specified including Specifications Section and Paragraph Number.
 - 3. Identification of proposed substitute complete with manufacturer's name and address, trade name of product, and model or catalog number. Attach product data as specified in Section 01 33 00.
 - 4. List of fabricator and supplier (with address and phone number) for proposed substitute.
 - 5. The affect of substitution on dimensions, material thicknesses, wiring, piping, duct work, etc. indicated in Contract Documents.
 - 6. The affect of substitution on other trades.
 - 7. The affect of substitution on construction schedule.

8. Differences in quality and performance between specified product and proposed substitute.
9. Comparison of manufacturer's guarantees of specified product and proposed substitute.
10. Availability of maintenance services and replacement materials for proposed substitute.
11. Cost data comparing proposed substitute with specified product, and amount of net change to Contract Sum.
12. License fees and/or royalties pending on proposed substitute.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

-END OF SECTION -