# General

## Summary

* + 1. The Work of this Section includes, but is not limited to the following:
       1. Substitution procedures
       2. Submission requirements for proposed substitutions
       3. Incorporation of specified Products

## Definition

* + 1. In this Section “substitution” means a Product, a manufacturer, or both, not originally specified in Contract Documents by proprietary name but proposed for use by Contractor in place of a Product, a manufacturer, or both, specified by proprietary name.

## Substitution procedures

* + 1. Contractor may propose a substitution wherever a Product or manufacturer is specified by proprietary name(s), unless there is accompanying language indicating that substitutions will not be considered.
    2. Contractor may propose a substitution wherever a Product or manufacturer is specified by proprietary name(s) and accompanied by language such as “or approved equivalent”, or other similar words. Do not construe such language as an invitation to unilaterally provide a substitution without Consultant’s prior acceptance in writing. Do not order or install any substitution without a Supplemental Instruction or Change Order.
    3. Provided a proposed substitution submission includes all of the information specified in this Section under submission requirements for proposed substitutions, Consultant will promptly review and accept or reject the proposed substitution.
    4. Consultant may accept a substitution if satisfied that:
       1. The proposed substitute Product is the same type as, is capable of performing the same functions as, interfaces with adjacent work the same as, and meets or exceeds the standard of quality, performance and, if applicable, appearance and maintenance considerations, of the specified Product;
       2. The proposed substitute manufacturer has capabilities comparable to the specified manufacturer, and;
       3. The substitution provides a benefit to Owner.
    5. If Contractor fails to order a specified Product or order a Product by a specified manufacturer in adequate time to meet Contractor’s construction schedule, Consultant will not consider that a valid reason to accept a substitution.
    6. If Consultant accepts a substitution and subject to Owner’s agreement, the change in the Work will be documented in the form of either a Supplemental Instruction or Change Order.
       1. The approval or rejection of a proposed substitution shall be at the discretion of the Consultant whose decision shall be final. Regardless of the Consultant’s decision on a proposed substitution, the Owner reserves the right to assess to the Contractor all costs of the Consultant and the Owner related to their review of the proposed substitution.
       2. The Contractor’s Tendered Price shall be based on the Products specified. No tender shall be based on a presumed acceptance by the Consultant of a substitute Product.
    7. If a substitution is accepted in the form of a Supplemental Instruction or Change Order, Contractor shall not revert to an originally specified Product or manufacturer without Consultant’s prior written acceptance.
    8. The Contractor shall assume all responsibility for liabilities and additional costs that may subsequently arise as a result of their proposed substitution being accepted by the Consultant.
    9. Any design or construction changes necessitated by the use of substituted Products shall be at the expense of the Contractor. The Contractor shall be responsible for assuring the proper fit and matching of all substituted Products to the surrounding pipe, equipment or materials.
    10. Owner is under no obligation to accept proposed substitute Products unless the Contractor can provide evidence satisfactory to the Consultant that such proposed substitute Product meets or exceeds the specified performance and other criteria.

## Submission requirements for proposed substitutions

* + 1. Include with each proposed substitution the following information:
       1. Identification of the substitution, including product name and manufacturer’s name, address, telephone numbers, and web site.
       2. Reason(s) for proposing the substitution.
       3. A statement verifying that the substitution will not affect the Contract Price and Contract Time or, if applicable, the amount and extent of a proposed increase or decrease in Contract Price and Contract Time on account of the substitution.
       4. A statement verifying that the substitution will not affect the performance or warranty of other parts of the Work.
       5. Manufacturer’s Product literature for the substitution, including material descriptions, compliance with applicable codes and reference standards, performance and test data, compatibility with contiguous materials and systems, and environmental considerations.
       6. Product samples as applicable.
       7. A summarized comparison of the physical properties and performance characteristics of the specified Product and the substitution, with any significant variations clearly highlighted.
       8. Availability of maintenance services and sources of replacement materials and parts for the substitution, as applicable, including associated costs and time frames.
       9. If applicable, estimated life cycle cost savings resulting from the substitution.
       10. Details of other projects and applications where the substitution has been used.
       11. Identification of any consequential changes in the Work to accommodate the substitution and any consequential effects on the performance of the Work as a whole. A later claim for an increase to the Contract Price or Contract Time for other changes in the Work attributable to the substitution will not be considered.

## Incorporation of specified Products

* + 1. Coordinate the installation of the selected Products into the Work:
       1. Make any changes in the Work as may be required to accommodate the selected Products.
       2. Notify Consultant where a selected Product is inconsistent with the layouts and configurations indicated on Drawings and Schedules.
       3. Bear costs and waive claims for additional compensation for costs that are implicit in the use of the selected Products.

# Products – not used

# Execution – not used

End of section