# SECTION 01630

# PRODUCT SUBSTITUTION PROCEDURES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 SECTION INCLUDES

A. General requirements applicable to substitutions of materials, products, equipment and systems.

### 1.3 SUBSTITUTION OF MATERIALS AND EQUIPMENT

A. Substitutions, General: Catalog numbers and specific brands or trade names are used in materials, products, equipment and systems required by the Specifications to establish the standards of quality, utility and appearance required. Alternative products which are of equal quality and of required characteristics for the purpose intended may be proposed for use provided the Contractor complies with provisions of Contract General Conditions, Article 5.04., subject to the following provisions.

1. See Section 01610 - Basic Product Requirements for requirements regarding product options.

2. Substitutions will only be authorized by properly executed Change Order or Field Instruction.

3. **Note: the Trustees have no obligation to entertain substitutions.**

B. Substitution Provisions:

1. Documentation: Substitutions will not be considered if they are indicated or implied on shop drawing, product data or sample submittals. All requests for substitution shall be by separate written request from Contractor. See paragraph below for documentation required in the submission of request for substitution.

2. Cost and Time Considerations: Substitutions will not be considered unless a net reduction in Contract Sum or Contract Time results to University's benefit, including redesign costs, life cycle costs, plan check and permit fees, changes in related Work and overall performance of building systems.

3. Design Revision: Substitutions will not be considered if acceptance will require substantial revision of the Contract Documents or will substantially change the intent of the design, in the opinion of the Architect. The intent of the design shall include functional performance and aesthetic qualities.

4. Data: It shall be the responsibility of the Contractor to provide adequate data demonstrating the merits of the proposed substitution, including cost data and information regarding changes in related Work.

5. Determination by Architect: Architect and University’s Representative will determine the acceptability of proposed substitutions, and University's Representative will notify Contractor in writing of acceptance or rejection. The determination by the Architect regarding functional performance and aesthetic quality shall be final.

6. Non-Acceptance: If a proposed substitution is not accepted, Contractor shall immediately provide the specified product.

7. Substitution Limitation: Only one request for substitution will be considered for each product.

C. Request for Substitution Procedures: Comply with provisions of Contract General Conditions, Article 5.04 and the following.

1. Contractor shall prepare a request for substitution and submit the request to Architect through University's Representative for review and recommendation for acceptance. Acceptance and approval of substitutions shall be by University's Representative.
   a. Submit a minimum of four copies.
   b. Present the request for substitution using form provided by University's Representative.
   c. Comply with other administrative requirements shall be as directed by University's Representative.

2. Substitution requests shall include complete product data, including drawings and descriptions of products, fabrication details and installation procedures. Include samples where applicable or requested.

3. Substitution requests shall include appropriate product data for the specified product(s) of the specified manufacturer, suitable for use in comparison of characteristics of products.
   a. Include a written, point-by-point comparison of characteristics of the proposed substitute product with those of the specified product.
   b. Include a detailed description, in written or graphic form as appropriate, indicating all changes or modifications needed to other elements of the Work and to construction to be performed by the University and by others under separate contracts with University that will be necessary if the proposed substitution is accepted.

4. Substitution requests shall include a statement indicating the substitution's effect on the Construction Schedule. Indicate the effect of the proposed substitution on overall Contract Time and, as applicable, on completion of portions of the Work for use by University or for work under separate contracts by University.

5. Except as otherwise specified, substitution requests shall include detailed cost data, including a proposal for the net change, if any, in the Contract Sum.

6. Substitution requests shall include signed certification that the Contractor has reviewed the proposed substitution and has determined that the substitution, in combination with the cost or time savings, represents an equivalent or superior condition in every respect to product requirements and value indicated or specified in the Contract Documents, and that the substitution is suited for and can perform the purpose or application of the specified product indicated or specified in the Contract Documents.

7. Substitution requests shall include a signed waiver by the Contractor for change in the Contract Time or Contract Sum because of the following:
   a. Substitution failed to perform adequately.
   b. Substitution required changes in on other elements of the Work.
   c. Substitution caused problems in interfacing with other elements of the Work.
   d. Substitution was determined to be unacceptable by authorities having jurisdiction.

8. If, in the opinion of the Architect, the substitution request is incomplete or has insufficient data to enable a full and thorough review of the intended substitution, the substitution may be summarily refused and determined to be unacceptable.

D. Contract Document Revisions:

1. Should a Contractor-proposed substitution or alternative sequence or method of construction require revision of the Contract Drawings or Specifications, including revisions for the purposes of determining feasibility, scope or cost, or revisions for the purpose of obtaining review and approval by authorities

having jurisdiction, Architect or other consultant of University who is the responsible design professional will make revisions as approved in writing in advance by University's Representative.

2. Contractor shall pay for services of Architect, other responsible design professionals and University for researching and reporting on proposed substitutions or alternative sequence and method of construction when such activities are considered additional services to the design services contracts of Architect or other responsible design professional with University.

3. Contractor shall pay for costs of services by Architect, other responsible design professionals and University. These costs may include travel, reproduction, long distance telephone and shipping costs reimbursable at cost plus usual and customary mark-up for handling and billing.

4. Contractor shall pay such fees whether or not the proposed substitution or alternative sequence or method of construction is ultimately accepted by University and a Change Order is executed.

**PART 2 - PRODUCTS**

Not Applicable to this Section.

**PART 3 - EXECUTION**

Not Applicable to this Section.

**END OF SECTION**