

SECTION 01 25 00  
SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Administrative and procedural requirements for substitutions.

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet Project requirements but may offer advantage to Contractor or Owner.
- B. Comparable Products: Products demonstrated and approved through the product substitution process to have similar qualities related to type, function, dimension, in service performance, physical properties, appearance, and other characteristics equivalent to or exceeding those of the specified product and incorporated into the Contract Documents.
- C. Substitutions submitted and accepted prior to the award of the Contract for Construction are deemed part of the Contract Documents and are not subject to substitution requirements.
- D. Procurement Time: The time required following submittal approval for materials to be procured and delivered to the site for inclusion in the Work.

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit all submittal items for each Substitution Request for consideration. Identify product or fabrication or installation method to be replaced. Identify the Specification Section number and title and Drawing numbers and titles. Incomplete Substitution Requests without the required submittal documentation will be returned without review.
  - 1. Substitution Request Form: Use facsimile of form provided.
  - 2. Documentation: It is incumbent upon the Contractor to show proof that all items proposed meet the specified material, performance and aesthetic properties of the specified item(s) with proper documentation. Demonstrate compliance with requirements for substitutions and the following, as applicable:

- a. Statement indicating the reason the specified product, fabrication, or installation method cannot be provided.
  - b. Coordination of information, including a list of changes or revisions needed to other parts of the work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
  - c. Detailed comparison of significant qualities of proposed substitutions with those of the work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, physical characteristics, weight, size, durability, visual effect, noise levels, color and texture, vibration generation, interchangeability of parts or components, maintenance, compatibility with other materials, products, assemblies and components, equipment capacities and performance characteristics, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the work specified.
  - d. Product Data for both specified and proposed items, including drawings and descriptions of products and fabrication and installation procedures. Mark cut sheet to indicate specific model or products.
  - e. Samples, where applicable or requested.
  - f. Certificates and manufacturer/installer/fabricator qualification data, where applicable.
  - g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES and local regulations.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within ten days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution

within 15 days of receipt of request, or ten days of receipt of additional information or documentation, whichever is later.

- a. Form of Acceptance During Bidding and negotiations: Addenda.
  - b. Form of Rejection During Bid Period: No response.
  - c. Forms of Acceptance During Construction: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the work.
  - d. Form of Rejection During Construction: Written rejection on Substitution Request Form.
4. No response will be given for substitutions submitted by individual subcontractors or material suppliers.
  5. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.
  6. Any response from the Architect, nor lack thereof, does not relieve the Contractor from the obligation of complying with the Contract Documents. Any materials or items installed without prior approval from the Architect are subject to non-compliance, rejection and delay of Application for Payment endorsement and processing.
- B. Substitution requests are not permitted when transmitted or disguised as a submittal. All Substitution Requests shall be submitted in accordance with substitution procedures established in this Section. Substitutions submitted as a Submittal will be returned without review or comment and may delay the processing of Applications for Payment.
1. Contractor assumes full and complete responsibility for any and all risk stemming from installing materials or systems of substitutions that have not been formally and properly submitted and approved by the Architect in writing and in accordance with the procedures outlined in this Section.

#### 1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products, materials, coordination and composite construction of the Project. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers. The Work shall not be delayed by requests for Substitution.

#### 1.5 COORDINATION

- A. Revise or adjust affected all Work necessary to integrate work of the approved substitutions, and provide written endorsement of this obligation.

#### 1.6 ARCHITECT DUTIES

- A. Architect will determine acceptability of proposed substitutions according to the Design Intent, general performance, Code requirements and aesthetic quality.

- B. Review Contractor's requests for substitutions with reasonable promptness, provided that all required information is provided by the Contractor.
- C. Notify Contractor, in writing, of decision to accept or reject requested substitution, or if submitted information is incomplete to permit a determination.

#### 1.7 PRODUCT SUBSTITUTIONS

- A. Conditions for Consideration: Substitution requests will be considered when the request is submitted in writing on the Request for Substitution form by the Contractor, and all supporting information is provided.
- B. **Substitutions for Cause:** Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
  - 1. Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has the necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the work.
    - f. Requested substitution has been coordinated with other portions of the work.
    - g. Requested substitution provides specified warranty.
      - 1) A warranty based on the same warranty period only is not considered equivalent to the specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the work, is uniform and consistent, is compatible with other products, and is acceptable to each contractor involved.
    - i. Requested substitution provides sustainable design characteristics that specified product provided for compliance with requirements.
    - j. Substitutions for Cause exclude materials and components with longer lead times not properly coordinated into the Project Schedule. Any addition time or costs associated with procuring materials in time for installation to support the approved Project schedule shall be borne solely by the Contractor.
- C. **Substitutions for Convenience:** Architect will consider requests for substitution for convenience only if received within 30 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
  - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other savings considerations, after deducting additional responsibilities Owner must assume including Architect's review.
    - 1) Additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
  - b. Requested substitution does not require extensive revisions to the Contract Documents, or modifications of other materials or Workmanship to permit the proposed item(s).
  - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - d. Substitution request and all information required for evaluation is fully documented and properly submitted in a cohesive package.
  - e. Requested substitution will not adversely affect Contractor's construction schedule.
  - f. Requested substitution has the necessary approvals of authorities having jurisdiction.
  - g. Requested substitution is compatible with other portions of the work.
  - h. Requested substitution has been coordinated with other portions of the work.
  - i. Requested substitution provides specified or better warranty.
  - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
  - k. Requested substitution provides sustainable design characteristics that specified product provided for compliance with requirements.
  - l. Requested substitution is determined to be equal in aesthetic qualities of the Work as determined solely by the Architect.
- D. Requests for substitutions will not be considered when:
  1. Substitution Requests are incomplete without complete information and documentation required for evaluation.
  2. Products are indicated or implied on Shop Drawings, Product Data Submittals, or Requests for Information (RFIs).
  3. Requested directly by subcontractor or supplier.
  4. Acceptance requires substantial revisions to Contract Documents or Contract time.
  5. Additional cost to Owner is involved.

6. Material procurement time for specified materials and manufacturers have not been adequately coordinated into the Project Schedule to allow additional lead times required for procurement regardless of cause.
7. Substitute products shall not be ordered or installed without written acceptance of Architect. If proposed substitution is not accepted, provide specified product or materials.
8. Burden of proof for merits of proposed substitute is upon proposer. Architect's decision of acceptance or rejection of proposed substitution is final.
9. Review of Architect, acceptance or failure to take exceptions to substitutions or other review documents, shall not relieve Contractor of its responsibility for compliance with performance or requirements of Contract Documents.
10. Contractor shall be responsible for and pay for all expenses incurred by Owner or Architect for changes to Contract Documents ultimately required by accepted Contractor requests for substitutions.

#### 1.8 SUBMISSION PROCEDURES

- A. Submit each product substitution as a separate request.
- B. The burden of proof of compliance to requirements lies with the proposer.
- C. Documentation: Submit supporting documentation indicating compliance with requirements for substitutions and the following:
  1. Identify product by specification section and article numbers. Provide manufacturer's name and address, trade name of product, and model or catalog number. List fabricators and suppliers as appropriate.
  2. Include a statement indicating the reason specified product is unavailable.
    - a. Contractor's failure to order specified product in sufficient time for delivery to site is not a valid reason for a substitution.
  3. Coordination information, including list of modifications necessary for related work, existing conditions, and to construction performed by Owner and separate contractors necessary to accommodate proposed substitution.
  4. Detailed comparison of significant properties of proposed substitution with quality of work specified. Significant properties may include but are not limited to attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated. Identify variations from contract requirements.
  5. Detailed comparison of warranties of proposed substitution and specified product, note variations.
  6. Shop drawings and product data, including drawings and descriptions of products, fabrication and installation procedures, certified test results, and similar data.
  7. Samples, where applicable or requested.
  8. Indicate availability of product in quantities required and availability of approved/certified, trained, and skilled installers.

9. Indicate availability of maintenance services and replacement materials as applicable.
  10. Material test reports from qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  11. ICC-ES Evaluation Reports evidencing compliance with building code.
  12. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for work, including effect on overall Contract Time. If specified product or method of construction cannot be provided within Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
  13. Cost information, including proposal of change, if any, in Contract Sum.
  14. Contractor's certification that proposed substitution complies with requirements of Contract Documents and is appropriate for applications indicated.
  15. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
  16. Contractor agreement to assume full responsibility for additional costs and time associated with substitution that may become necessary during the work.
  17. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
- D. Unsigned submittals are considered incomplete and will not be reviewed.
- E. For accepted products, submit formal shop drawings, product data, and samples under provisions of Section 01 33 00 and the individual specification section.

## PART 2 - PRODUCTS

- A. Product Properties: Properties of substituted products considered include but are not limited to:
1. Physical dimension requirements to satisfy space limitations.
  2. Static and dynamic weight limitations, structural properties.
  3. Audible noise levels.
  4. Vibration generation.
  5. Interchangeability of parts or components.
  6. Accessibility for maintenance, possible removal or replacement.
  7. Colors, textures and compatibility with other materials, products, assemblies and components.
  8. Equipment capacities and performance characteristics.
  9. Warranty conditions.

10. Sustainable (green building) properties meeting all mandatory Project requirements.

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REPRESENTATION

- A. In making a formal request for substitution Contractor represents that:
  1. It has thoroughly investigated proposed product and has determined it is equivalent to or superior in respects to that specified.
  2. It will provide same warranties or bonds for substitution as for product specified.
  3. It will coordinate installation of accepted substitution into the work and will make necessary changes for the work to be complete.
  4. It waives claims for additional costs caused by the requested substitution which may subsequently become apparent.
  5. Cost data is complete and includes related costs under the Contract, but not costs under separate contracts.

END OF SECTION

### SUBSTITUTION REQUEST FORM

To Architect: Corgan

Project Name: \_\_\_\_\_

Specified Item: \_\_\_\_\_

Section	Page	Paragraph	Description
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**The undersigned Contractor requests consideration of the following:**

Proposed Substitution: \_\_\_\_\_

1. Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified, both on the proposed substitution and the original specified product.
2. Attached data includes description of changes to Contract Documents, which proposed Substitution will require for its proper installation.

**The undersigned Contractor states that the following paragraphs, unless modified on attachments, are correct.**

1. The proposed substitution does not affect dimensions on Drawings.
2. The undersigned Contractor agrees to pay for changes to the building design, including architectural or engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution has no adverse effect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts are locally available for the proposed substitution.

**The Contractor further states that the function, appearance and quality of the Proposed Substitution are equivalent or superior to the Specified Item. The Contractor further warrants that the intent of specification Section 01 25 00, Article Titled Product Substitutions has been met.**

1. Cost Reduction to the Owner: \$ \_\_\_\_\_

**ACCEPTANCES:**

- |                           |       |             |                     |
|---------------------------|-------|-------------|---------------------|
| 1. Contractor Acceptance: | _____ | Date: _____ | Representing: _____ |
| 2. Owner Acceptance:      | _____ | Date: _____ | Representing _____  |
| 3. Architect Acceptance:  | _____ | Date: _____ | Representing _____  |
|                           | _____ | Date: _____ | Corgan _____        |

\_\_\_\_\_  
Accepted as Noted  
\_\_\_\_\_  
Not Accepted

\_\_\_\_\_  
Received too late  
\_\_\_\_\_  
Resubmit with complete documentation

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