



SECTION 01 25 00

SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General: Materials, equipment, methods of construction, processes or products, not specifically indicated, may be acceptable to OWNER and ENGINEER, but shall be approved in writing by ENGINEER and OWNER.

1.02 REQUESTS FOR SUBSTITUTION

- A. Procedure:
 - 1. After the NOTICE TO PROCEED has been issued, OWNER and/or ENGINEER shall consider written requests for substitutions of materials, equipment, methods of construction, processes, products, or other items.
 - 2. CONTRACTOR shall submit requests sufficiently in advance to avoid delay of the WORK and shall process requests for material substitutions in a timely manner.
 - 3. CONTRACTOR shall submit six (6) copies of the request for substitution which shall include the following:
 - a. Complete data substantiating compliance of the proposed substitute with the DRAWINGS and SPECIFICATIONS.
 - b. Proposed product substitution information including:
 - 1) Product identification; include manufacturer's name.
 - 2) Manufacturer's literature, including but not limited to product description, marked to indicate specific model, type, size, and options to be considered; performance and test data; reference standards; difference in power demand; and dimensional differences for specified unit.
 - 3) Names and addresses of similar projects in which product was used, including date of installation and field performance data.
 - 4) Where substitutions include modifications to other elements of the WORK, CONTRACTOR shall provide revised design drawings stamped by a Professional Engineer for ENGINEER and/or OWNER review.
 - c. Proposed methods of construction substitution information including:
 - 1) Detailed description of proposed method.
 - 2) Drawings illustrating method.
 - d. Itemized comparison of proposed substitution with product or method specified.



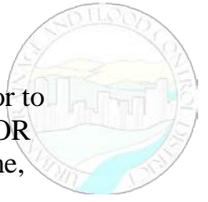
- e. Data relating to changes in construction schedule.
 - f. Relation to separate contracts.
 - g. Accurate cost data on proposed substitution in comparison with product or method specified.
4. In making a request for substitution, or in using an approved substitute item, CONTRACTOR represents:
- a. CONTRACTOR has personally investigated proposed product or method, and has determined that it is equal or superior in all respects to that specified and that it shall perform the function for which it is intended.
 - b. CONTRACTOR shall provide the same guarantee for the substitute item as for the product or method specified.
 - c. CONTRACTOR shall coordinate installation of the approved substitution into the WORK, to include building modifications if necessary, making such changes as may be required for the WORK to be complete in all aspects.
 - d. CONTRACTOR waives all claims for additional costs related to the substitution which subsequently become apparent.

1.03 CONTRACTOR'S OPTION

- A. For products specified only by reference standards, CONTRACTOR may select any product meeting standards by any manufacturer and indicate the selected type in the submission.
- B. For products specified by naming several products or manufacturers, CONTRACTOR may select any product and manufacturer named and indicate the selected type in the submission.
- C. For products specified by naming one or more products, but indicating the option of selecting equivalent products by stating "or equivalent" after specified product, CONTRACTOR must submit request, as required for substitution, for any product not specifically named.

1.04 ENGINEER'S APPROVAL

- A. Substitutions and/or options will not be considered if they are indicated or implied on SHOP DRAWINGS or project data submittals without a formal request submitted in accordance with this section.
- B. ENGINEER shall indicate approval or disapproval of the requested substitution(s) either by separate letter or by endorsement on CONTRACTOR's letter of request.
- C. Any additional cost incurred by an approved substitution (including engineering costs of redesign) will be at CONTRACTOR's expense.



- D. CONTRACTOR shall obtain ENGINEER's written approval of substitutions prior to ordering materials, equipment, or products for the WORK. Should CONTRACTOR order such materials, equipment, or products before ENGINEER approves of same, and if they are disapproved by the ENGINEER, all return, reordering and repurchasing costs will be at CONTRACTOR's expense.
- E. ENGINEER, with timely notice being given by CONTRACTOR, shall inspect all substituted materials, equipment or products for conformance with substitution approvals, prior to installation.
- F. ENGINEER reserves the right to require substitute items to comply in color and pattern with specified items, if necessary to secure "design intent".

1.05 TRADEMARKS, COPYRIGHTS AND PATENTED DEVICES, MATERIALS, AND PROCESSES

- A. It shall be the burden and responsibility of CONTRACTOR to determine, before bidding, the existence of any patents, trademarks, or copyrights which are in any way infringed upon by the DRAWINGS and SPECIFICATIONS.
- B. CONTRACTOR shall include, or be considered as having included in the price or prices in the BID, which becomes a part of the CONTRACT, a sufficient sum to cover all fees, royalties and claims for any material, patent rights, machine, appliance, copyright, trademark, or any arrangement that may be used upon or in any manner connected with or appurtenant to the WORK.
- C. If CONTRACTOR is required or desires to use any design, device, material, or process covered by letters, patents, copyrights, or trademarks, CONTRACTOR shall provide for such use by suitable written agreement with the patentee or patent owner, copyright owner, or trademark owner, which agreement shall provide that there will be no future or continuing royalties or payments by CONTRACTOR or by OWNER. CONTRACTOR and the surety shall, at all times, defend, save harmless, and indemnify OWNER, LOCAL GOVERNMENT, ENGINEER, and each of their officers, agents, and employees from and against all such fees, royalties, and claims or suits in connection therewith by reason of any infringement or alleged infringement of such patent rights, copyrights, or trademark rights.
- D. CONTRACTOR shall pay all applicable royalties and license fees. CONTRACTOR shall defend all suits or claims for infringement of any patent rights and save OWNER, LOCAL GOVERNMENT and ENGINEER harmless from loss on account thereof, except that OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However if CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, CONTRACTOR shall be responsible for such loss unless CONTRACTOR promptly gives such information to ENGINEER or OWNER.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION



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