

This specification includes administrative and procedural requirements for substitutions.

**PART 1 REFERENCES**

**1.1 RELATED DOCUMENTS**

.1 Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**PART 2 GENERAL**

**2.1 DEFINITIONS**

.1 Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by General Contractor.

.2 Substitutions for Cause: Changes proposed by General Contractor that are required due to changed Work conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.

.3 Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Work requirements but may offer advantage to General Contractor or Owner. No substitutions for convenience are permitted.

**2.2 ACTION SUBMITTALS**

.1 Substitution Requests: Submit one (1) copy of each request, in PDF format, for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section Number and Title, and Drawing Numbers and Titles.

.1 Substitution Request Form: Use [Form 3 - the Equal or Substitute Product Request form available on the website provided at the end of this section.](#)

.2 Documentation: Show compliance with requirements for substitutions and the following, as applicable:

.1 Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

.2 Coordination 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.

.3 Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

.4 Product Data, including drawings and descriptions of products and fabrication and installation procedures.

.5 Samples, where applicable or requested.

.6 Certificates and qualification data, where applicable or requested.

.7 List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.

.8 Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

.9 Detailed comparison of General Contractor's construction schedule using proposed substitution 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.

.10 Cost information, including a proposal of change, if any, in the Contract Sum.

.11 General 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.

.12 General 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 Owner Action: If necessary, Owner will request additional information or documentation for evaluation within five (5) working days of receipt of a request for substitution. Owner will notify General Contractor of acceptance or rejection of proposed

substitution within ten (10) working days of receipt of request, or five (5) working days of receipt of additional information or documentation, whichever is later.

- .1 Forms of Acceptance: Change Order, Construction Change Order, or Owner Supplemental Instructions for minor changes in the Work.
- .2 Use product specified if Owner does not issue a decision on use of a proposed substitution within time allocated.

2.3 QUALITY ASSURANCE

- .1 Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

2.4 PROCEDURES

- .1 Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 3 PRODUCTS

3.1 SUBSTITUTIONS

- .1 Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than fifteen (15) days prior to the time required for preparation and review of related submittals.

- .1 Conditions: Owner will consider General Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Owner will return requests without action, except to record noncompliance with these requirements:

- .1 Requested substitution is consistent with the Contract Documents and will produce indicated results.
- .2 Requested substitution provides sustainable design characteristics that specified product provided.
- .3 Substitution request is fully documented and properly submitted.
- .4 Requested substitution will not adversely affect General Contractor's construction schedule.
- .5 Requested substitution has received necessary approvals of authorities having jurisdiction.

- .6 Requested substitution is compatible with other portions of the Work.
- .7 Requested substitution has been coordinated with other portions of the Work.
- .8 Requested substitution provides specified warranty.
- .9 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.

.2 Substitutions for Convenience: Not permitted.

PART 4 EXECUTION

4.1 NOT APPLICABLE

PART 5 PAYMENT

5.1 MEASUREMENT FOR PAYMENT

- .1 Not Applicable

5.2 BASIS OF PAYMENT

- .1 No separate or direct payment will be made for Work specified in this specification. Costs of all Work specified is deemed to be included in the lump sum and unit prices quoted in the MERX Schedule of Quantities and Prices.