1. **GENERAL**
   1. **Related Sections**
      1. Owner’s tender documentation (‘Division 00’)
   2. **Product Substitutions**
      1. Submit proposals for substitution only in accordance with this Section, unless otherwise specified with the Owner’s Tender Documentation (‘Division 00’).
      2. Contractor will submit requests for Substitutions to the Owner for review by the Consultant.
      3. Consultant is not obliged to accept any Proposed Substitution offered by the Contractor. The Consultant reserves the right to dismiss any item with no further explanation.
      4. Completed list of substitutions must include statements of respective costs of items originally specified and proposed substitutions.
      5. Consultant may consider proposal if:
         1. Products selected by Contractor from those specified are not available,
         2. Delivery date of products selected from those specified would unduly delay completion of Contract,
         3. Different products or construction methods to those specified, are considered by the Contractor perform in a manner similar to, or superior to those specified.
         4. Verification that the substitute products can be obtained, meet the performance required for the project, and meet requirements of the Building Code and Authority Having Jurisdiction.
         5. Different products or construction methods will result in credit to Contract Price and maintain the specified performance.
      6. Products or construction methods that add cost to the Contract Price may be considered where additional value or life-cycle cost benefits can be demonstrated for the Owner.
   3. **Include with Proposed Substitutions:**
      1. Complete data substantiating compliance of the proposed substitute with contract requirements.
      2. For **Substitute Products**, provide the following:
         1. Product identification, including manufacturer's name and address;
         2. Manufacturer's literature, including product description, performance and test data, reference standards, and limitations;
         3. Comparison of properties to specified products;
         4. Samples if appearance is relevant;
         5. Names and addresses of similar projects where the product has been used.
      3. For **Substitute Construction Methods**, provide the following:
         1. Detailed description of the proposed method, and drawings illustrating it.
         2. Itemized comparison of proposed substitution with product or method specified.
         3. Data relating to changes in schedule.
         4. Detailed description of modifications required by proposed substitution to adjacent materials and configurations (if any).
      4. Quotation for change in contract sum, if substitution is approved, indicated as an addition or deletion from Contract Price.
      5. Verification that product complies with applicable Building Codes and by-laws of the Authority Having Jurisdiction.
      6. Should Proposed Substitution be found acceptable by the Consultant, in part or in whole, the Contractor shall:
         1. Assume full responsibility and costs when substitution affects any other Work,
         2. Pay for time required to review the Proposed Substitutions by the Consultant/Architect and Sub-Consultants;
         3. Pay for any design or drawing changes required by the Consultant/Architect or Sub-Consultants as a result of substitution;
         4. Ensure that drawings incorporating and coordinating aspects of affected Work bear the seal and signature of an Architect or Engineer registered in Province of the Work.
      7. In making a proposal for substitution the Contractor represents:
         1. That it has personally investigated the proposal and (unless the proposal explicitly states otherwise) determined that it performs in a similar way or is superior to the product or method specified;
         2. That the same guaranty will be furnished as for the originally specified product or construction method;
         3. That it will coordinate installation of the accepted substitute into the Work, making such changes in the Work as may be required to accommodate the change;
         4. That it will bear costs and waives claims for additional compensation for costs that subsequently become apparent arising out of the substitution;
         5. That the quotation is complete and includes related costs.
      8. The Consultant reserves the right to disregard any requests for substitutions submitted after the date established for the Project Start-Up Meeting and that are not presented in with the information requested above.
      9. Substitutions will not be considered that are implicit in submitted shop drawings and samples rather than formally presented proposals as described above.
      10. Substitutions that require substantial changes in the Contract Documents will not be considered.
      11. No substitutions will be permitted without Consultant's written acceptance. Where substitutions are found in the Work that have not been formally accepted by the Consultant, the Contractor will be required to remove such products and replace with specified materials or provide a credit to the value of the Contract at the Consultant’s discretion.
      12. Substitutions will not be considered that arise from negligence in ordering specified product in proper advance time considering place of origin of product, normal method of delivery and manufacturer’s ordering requirement. In the case of the preceding, Consultant will either select a substitute product or require that extraordinary delivery methods be utilized to deliver specified product at no additional cost to the Owner.

\*\*\* END OF **PRODUCT SUBSTITUTIONS** SECTION \*\*\*