

SECTION 01100 - SUBSTITUTION OF EQUIPMENT AND MATERIALS

PART 1 - GENERAL

1.1 SUBSTITUTION OF EQUIPMENT AND MATERIALS

- A. After the execution of the Contract, substitution of articles, devices, products, materials, or types of equipment of construction other than those named in the Contract will be made only with written approval of the Owner and based on the following reason:
 - 1. That the equipment or material proposed for substitution is superior or equal in quality and performance to that named in the Contract.
- B. In making request for any substitution, the Contractor shall certify in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified; stating whether or not its incorporation in or use in connection with the Work is subject to the payment of any license fee or royalty; and identifying all variations of the proposed substitute from that specified and indicating all variations of the proposed substitute from that specified and indicating available maintenance service. No substitute shall be ordered or installed without such performance guarantee, as Owner may require, which shall be furnished at Contractor's expense.

1.2 DEFECTIVE WORK AND MATERIALS

- A. All materials furnished or work done, when not in accordance with the intent of the Contract Documents, will be rejected and shall be removed immediately and replaced by suitable and satisfactory work or materials. Failure to reject any defective work or materials shall not prevent in any way later rejection when such defect is discovered. Such failure shall not relieve the Contractor of his obligation to fulfill his Contract, even though such work and materials may have been previously inspected by the Owner and accepted or estimated for payment, nor shall it obligate the Owner to final acceptance, or prevent the Owner at any time subsequent from recovering damages for work shown to be defective.
- B. If the Contractor fails to remove any defective work or materials, the Owner shall have the right to stop work and remedy the cause at the expense of the Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION