

ADDENDUM NO. 2

BID AND CONTRACT DOCUMENTS

FOR

BID No. 09P112

**CHAFFEY COMMUNITY COLLEGE DISTRICT
CHINO MIB PARKING LOT LANDSCAPING
CHINO, CALIFORNIA
COUNTY OF SAN BERNARDINO**



Chaffey College

CHAFFEY COMMUNITY COLLEGE DISTRICT
5885 Haven Avenue
Rancho Cucamonga, CA 91737

The following changes, additions, deletions, clarifications, or corrections shall become part of the Bid and Contract Documents for Chaffey Community College District Bid No. 09P112, Chino MIB Parking Lot Landscaping Project at the Chino Campus, first advertised June 4, 2009. All other terms, specifications, and conditions remain the same. Each bidder is responsible for transmitting this information to all affected subcontractors and suppliers prior to the opening of bids. Each bidder shall acknowledge receipt of this Addendum on its Bid Form.

Modifications are identified by "clouds" and the following: Deletions ~~striketrough~~
Insertions/Substitutions *italic-underlined*.

- Item 1: **Delete** the existing Part 7. CONTRACT APPENDIX, SUBPART L, DRAWINGS, and **replace** with Part 7 CONTRACT APPENDIX, SUBPART L, DRAWINGS, attached to this ADDENDUM.
- Item 2: **Delete** the existing SPECIFICATION, DIVISION 1 – GENERAL REQUIREMENTS, Section 01310, CONSTRUCTION SCHEDULE, and **replace** with SPECIFICATION, DIVISION 1 – GENERAL REQUIREMENTS, Section 01310, CONSTRUCTION SCHEDULE, attached to this ADDENDUM.
- Item 3: **Delete** the existing SPECIFICATION, DIVISION 1 – GENERAL REQUIREMENTS, Section 01630, PRODUCT SUBSTITUTION, and **replace** with SPECIFICATION, DIVISION 1 – GENERAL REQUIREMENTS, Section 01630, PRODUCT SUBSTITUTION, attached to this ADDENDUM.
- Item 4: **Delete** the existing Sheet No. LP-1.2 entitled PARKING PLANTING PLAN and **replace** with the revised Sheet No LP-1.2 entitled PARKING PLANTING PLAN (6/23/09) attached to this ADDENDUM.
- Item 5: **Delete** the existing Sheet No. LP-1.3 entitled ENTRY DRIVE PLANTING PLAN and **replace** with the revised Sheet No LP-1.3 entitled ENTRY DRIVE PLANTING PLAN (6/23/09) attached to this ADDENDUM.
- Item 6: **Delete** the existing Sheet No. LP-2.0 entitled PLAN DETAILS AND LEGEND and **replace** with the revised Sheet No LP-2.0 entitled PLAN DETAILS AND LEGEND (6/23/09) attached to this ADDENDUM.
- Item 7: **Delete** the existing Sheet No. LI-1.1 entitled IRRIGATION PLAN and **replace** with the revised Sheet No LI-1.1 entitled IRRIGATION PLAN (6/23/09) attached to this ADDENDUM.

END OF ADDENDUM NO. 2

PART 1 – GENERAL**1.01 SUMMARY**

A. Section Includes:

1. Definitions of terms.
2. Submittals and reports.
3. CPM Specialist's role.

1.02 DEFINITIONS OF TERMS

- A. An 'activity' is a discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the Project. Activities included in a Construction Schedule consume time and resources.
1. A "critical activity" is an activity on the critical path. Such activity must start and finish on the planned early start and finish times.
 2. A "predecessor activity" is an activity that must be completed before a given activity can be started.
- B. 'CPM' means Critical Path Method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project.
- C. A 'CPM Specialist' is an individual with specialized experience and knowledge in CPM scheduling and reporting.
- D. 'Critical Path' means the longest continuous chain of critical activities through the schedule that establishes the minimum overall Project duration.
- E. An 'event' is the starting or ending point of an activity.
- F. 'Float' is the measure of leeway in starting and completing an activity.
1. Float time is not for the exclusive use or benefit of either OWNER or CONTRACTOR, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. 'Fragnet' is a partial or fragmentary network that breaks down activities into smaller activities for greater detail.

- H. A 'Major Area' is a story of construction, a separate building, a designated phase or a similar significant construction element.
- I. 'Milestone' means a key or critical point in time for reference or measurement.
- J. A 'Network Diagram' is a graphical diagram of a schedule, showing activities and activity relationships.

1.03 SUBMITTALS AND REPORTS

- A. CONTRACTOR shall submit a Preliminary Construction Schedule, no later than **14 days** after the Notice to Proceed is issued, on a clearly labeled and dated CD containing the data identified in PART 3 for all schedules.
 - 1. CONTRACTOR shall submit its Preliminary Construction Schedule as specified in Part 3 in a CPM Schedule format.
 - 2. Construction Schedule Approval:
 - a. Within **five (5) days** of receipt of the Preliminary Construction Schedule submittal, CONSTRUCTION MANAGER shall review the schedule and provide comments and suggested changes and revisions.
 - b. Within **five (5) days** after receipt of CONSTRUCTION MANAGER comments, CONTRACTOR shall resubmit the Preliminary Construction Schedule after incorporating necessary changes and revisions.
 - c. Within three (3) days after receipt of the resubmitted Preliminary Construction Schedule, CONSTRUCTION MANAGER will either reject or accept the schedule as the Construction Schedule. If accepted, the Construction Schedule shall be used to monitor the Work (Baseline Schedule or Approved Contract Schedule). If rejected, CONTRACTOR shall resubmit its revised Preliminary Construction Schedule the next business day until accepted.
- B. Seven (7) days before submitting a monthly Application for Payment, CONTRACTOR shall submit three (3) printed color copies of its complete Approved Contract Schedule and the following reports, along with an electronic copy (saved in Concentric P3 format) on a CD using the latest version of P3 Project Planner by Primavera, Suretrack, or Microsoft Project to the CONSTRUCTION MANAGER. Each successive schedule submitted after the Baseline Schedule must be sequentially numbered (two alphabets and two digit) and be in the same Project Group in Primavera P3 so as to document the successive changes to the baseline schedule (target schedule).
 - 1. Reports: Each report shall have a narrative with a revised progress analysis including a description of problem areas, current and anticipated delays, an explanation of corrective action taken, and any proposed revisions for a recovery plan.
 - a. Bar Chart Format: On 8 ½ inch paper print a bar chart type schedule organized by phase/area/floor/early start/early finish. List the activity ID Code the description the original duration, remaining duration, the early and late dates, and the total float of each activity.

- b. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity ID Code and then early start date, or actual start date if known.
 - c. Total Float Report: List of all activities sorted in ascending order of total float.
 2. Adjustments: CONTRACTOR may submit a request for an adjustment to the Contract Time for milestones. Such request shall be accompanied by a complete Time Impact Analysis for review by the CONSTRUCTION MANAGER.
 3. Recovery Plan: If CONTRACTOR is behind schedule by more than **7 calendar days**, CONTRACTOR shall submit to CONSTRUCTION MANAGER a recovery plan within five (5) days of notice of such delay.
 - a. The recovery plan shall be based on the Revised Construction Schedule, and shall show how CONTRACTOR intends to bring the Work back on schedule.
 - b. The recovery plan shall include a written description of what measures that CONTRACTOR intends to take without additional cost to OWNER to regain schedule compliance. The recovery plan activities shall be identified according to their relationship to activities on the accepted schedule.
 4. Inclement Weather: CONTRACTOR shall submit a written claim for each delay due to inclement weather within three (3) working days from the first day of inclement weather.
 - a. CONTRACTOR shall document the date and the nature of the inclement weather, the specific trade(s) in which the inclement weather caused delay, and the task or operation in each trade that was delayed and its relation to the Critical Path.
 - b. If the CONTRACTOR fails to submit a claim and documentation within the stipulated time, the inclement weather shall be construed to cause no delay in the construction.
 5. Excusable Delays shall be first deducted from the allowance for excusable delays shown on the Construction Schedule. Extension to the Contract Time due to inclement weather will be granted only for excusable delay in excess of the allowance by Change Order.
 6. Review and Approval:
 - a. CONSTRUCTION MANAGER shall determine acceptability of the Revised Construction Schedule within **five (5) days** after its receipt. CONSTRUCTION MANAGER shall determine whether the inclement weather did substantially cause delay in the overall progress of the Project and therefore is excusable.
 - b. No Application for Payment will be processed nor shall any payments become due until the Revised Construction Schedule is accepted by the CONSTRUCTION MANAGER.

- c. The accepted, Revised Construction Schedule shall be the record for the period it is current.
 - d. Should CONTRACTOR dispute the determination of the CONSTRUCTION MANAGER regarding the status on contract delay, such dispute shall not relieve him/her of the responsibility to comply with the requirements of this Section and other related Sections until the dispute is resolved per the Contract.
- C. CONTRACTOR shall submit to CONSTRUCTION MANAGER, three color (3) hard copies and an electronic Primavera P3 or Suretrack copy (in Concentric P3 format), of its Three Week Look Ahead Schedule one (1) day before the weekly construction meeting. The Three Week Look Ahead Schedule will be distributed at the weekly construction meeting.

1.04 CPM SPECIALIST'S ROLE

- A. CONTRACTOR shall provide a CPM Specialist or qualified personnel with experience in Primavera Project Planner (P3) for CPM scheduling and reporting.
- B. The CPM Specialist shall attend all meetings related to Project progress, alleged delays, and time impact.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

3.01 COORDINATION AND SCHEDULE CONTENTS

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate SUBCONTRACTORS work.
 - 1. CONTRACTOR shall establish procedures for monitoring and updating CPM schedule and for reporting progress.
 - 2. CONTRACTOR shall coordinate procedures with the weekly progress meeting and payment request dates.
 - 3. CONTRACTOR shall code all construction activities and milestones in the schedule to the five (5) digit project number.
- B. Coordinate CONTRACTOR Construction Schedule with the Cost Breakdown, list of SUB-CONTRACTORS, Submittals Schedule, Progress Reports, Applications for Payment, and other required schedules and reports.
- C. Secure time commitments for performing critical elements of the Work from parties involved.
- D. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.
- E. Time Frame: Based upon the Notice to Proceed, extend schedule from the start date to the completion date.

- F. Activities: Identify all activities required to complete the work. Each activity in the Construction Schedule (Preliminary and Baseline/Revised) shall include a brief description of the work with sequence requirements, the duration in workdays, and a responsibility code identifying the organization or trade performing the work and the project number.
1. All activities shall have calendar day as the planning unit.
 2. Coordinate construction activities scheduled on an OWNER Holiday with the CONSTRUCTION MANAGER.
 3. Include estimated time frames for the following:
 - a. Procurement Activities: Include CONTRACTOR and OWNER procurement activities for long lead items and major items, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, delivery, and installation.
 - b. Activity Duration: Define activities so no construction activity is longer than 14 days, unless specifically allowed by OWNER in writing. Non-construction activities such as procurement may have longer durations.
 - c. Submittal Review Time: Include review and re-submittal times in each schedule. Coordinate submittal review times in CONTRACTOR Construction Schedule with Submittals Schedule.
 4. Startup and Testing Time: If applicable, include not less than 14 days for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion allowing time for Architect's administrative procedures necessary for Certification of Substantial Completion.
 6. Commissioning: Include not less than 5 workdays for commissioning, if applicable.
- G. Constraints: Include only constraints and work restrictions indicated in the Contract Documents and as follows:
1. Phasing: Arrange list of activities in the schedule by phase.
 2. Work by OWNER: Include a separate activity for each portion of the Work performed by OWNER.
 3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Seasonal variations.
 - c. Environmental control.
- H. Area Separations: Identify each major area of construction for each major portion of the work in the project code field. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities
- I. Responsibility: Identify in the project code field the responsible party of each activity.

- J. Milestones: Include milestones indicated in Section 01020 including but not limited to, the commencement date in the Notice to Proceed, mobilization, date the baseline schedule is submitted, date of Substantial Completion, Final Inspection and date of Final Completion.
- K. Network Diagram: use a list of straight "early start-total float" sort, and identify critical activities. Prepare tabulated reports showing:
 - 1. CONTRACTOR or SUB-CONTRACTOR and the Work or activity.
 - 2. Description of activity.
 - 3. Immediate preceding and succeeding activities.
 - 4. Early and late start dates.
 - 5. Early and late finish dates.
 - 6. Activity duration in workdays.
 - 7. Total float or slack time.

3.02 INCLEMENT WEATHER

- A. CONTRACTOR shall schedule sufficient time to accommodate the average number of days necessary for inclement weather.
- B. No schedule extension will be granted for inclement weather that is not in excess of the average number of days of inclement weather recorded for the area in which this Project is located.
- C. Inclement Weather Allowance: OWNER allows five (5) workdays for "Excusable Delay" due to stormy and inclement weather conditions per year.
 - 1. Delays and Time Extension Due to Inclement Weather: Delays in the construction due to inclement weather will be construed as excusable delay only for the days in which the inclement weather substantially caused delay in overall progress of the Project by affecting Critical Work Activities.
 - 2. CONTRACTOR shall include the above number of excusable delay days as a time allowance as the last activity before a Notice of Completion milestone in each Revised Construction Schedule.
 - a. As the number of approved inclement weather days increases, the duration of this allowance or activity will decrease the corresponding number of days.
 - b. No other activities may be concurrent with this activity.

3.03 THREE WEEK LOOK AHEAD FORMAT

- A. The Three Week Look Ahead Schedule shall cover the period beginning seven (7) days prior to 21-days after the date of the weekly construction meeting in a bar chart format. Total time period shown on the schedule is four (4) weeks.
- B. Provide activity identification used on the current Construction Schedule.
- C. Identify sequencing and coordination.
- D. Provide exact activity location for scheduled work.

- E. CONTRACTOR to submit three (3) colored copies of the Three Week Look Ahead Schedule to the CONSTRUCTION MANAGER one (1) day before the weekly progress meetings.

3.04 REVISED CONSTRUCTION SCHEDULE FORMAT

A. CONTRACTOR Revised Construction Schedule shall include:

1. Original approved baseline schedule (set as Target 1 schedule in P3).
2. Actual start and finish dates for all completed activities.
3. Actual start dates and CONTRACTOR estimated percentage complete for each activity in progress.
4. The Revised Construction Schedule shall show the current schedule and any adjustments or recovery plan due to inclement weather, delays, or unforeseeable events.
5. A narrative report with a progress analysis, including a description of all problem areas, current and anticipated delays, corrective actions taken, proposed adjustments, and any proposed recovery plan.
 - a. Adjustments: Time extensions will not be granted unless substantiated by the Construction Schedule, and then not until the CPM Project float time becomes zero.
 - b. Each Time Impact Analysis shall:
 - (1) Provide information justifying the request and stating the extent of the adjustment requested for each specific change or alleged delay.
 - (2) Be in form and content acceptable to the CONSTRUCTION MANAGER, and shall include, but not be limited to, the following:
 - (a) A fragmentary CPM type network (Fragnet) illustrating how CONTRACTOR proposes to incorporate the change or alleged delay into the current Construction Schedule.
 - (b) Identification of activities in the Project Schedule, which are proposed to be amended due to the change or alleged delay, together with engineering estimates and other appropriate data justifying the proposal.
 - (3) Be determined on the basis of the date(s) when the change(s) were issued, or the date(s) when the alleged delay(s) began.
 - (4) Include event time computations for all affected activities. OWNER may require that the Time Impact Analysis be provided to demonstrate the time impact upon the overall Project and the time for completion, at no additional cost. If CONSTRUCTION MANAGER finds after review of the Time Impact Analysis that CONTRACTOR is entitled to any extension of time for completion, the time for completion will be adjusted accordingly by CONSTRUCTION

MANAGER, and CONTRACTOR shall then revise the Construction Schedule accordingly.

- c. When OWNER initiates changes by proposed change order which have the potential to impact stipulated contract completion dates for each phase, a network window shall be prepared by CONTRACTOR to reflect the impact of said changes. After network window has been mutually agreed upon, and CONTRACTOR is authorized to proceed with proposed change order, it will be incorporated into Construction Schedule. Time extensions for contracts will be considered only to the extent that there is insufficient remaining float to absorb these changes.
 - d. Recovery Plan.
- 6. Specifically identify by a separate activity all changes mutually agreed upon by CONTRACTOR and OWNER, and all changes resulting from approved/executed Change Orders and Construction Change Directives.
 - 7. Separate activities indicating all pending Change Order Requests and Change Orders.
- B. CONTRACTOR shall perform the Work in accordance with the approved Revised Construction Schedule. CONTRACTOR may change the Revised Construction Schedule by modifying the work sequencing only upon CONSTRUCTION MANAGER written approval.

END OF SECTION

1. PART 1 GENERAL**1.1 THIS SECTION INCLUDES**

- A. Product options.
- B. Substitution procedures.

1.2 DEFINITIONS

- A. Requests for changes in products, materials, or equipment required by Contract Documents proposed by the CONTRACTOR prior to and after award of the Contract are considered requests for substitutions. The following are not considered substitutions:
 - 1. Revisions to Contract Documents requested by the College or ARCHITECT.
 - 2. Specified options of products, materials, and equipment included in Contract Documents.

1.3 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers with Provision for Substitution: Products of manufacturers named and meeting specifications with substitution of products or manufacturer only when submitted under provisions of this section.
- C. Products Specified by Naming One or More Manufacturers without Provision for Substitution: No substitution allowed.

LIMITATIONS ON SUBSTITUTIONS SUBMITTED PRIOR TO THE RECEIPT OF BIDS

- A. The Bid shall be based upon the standards of quality established by those items of equipment and/or materials which are specifically identified in the Contract Documents.
- B. ARCHITECT may consider requests for substitutions of specified equipment and/or materials only when requests are received by the College prior to the date established for the receipt of bids.
- C. Consideration by ARCHITECT of a substitution request will be made only if request is made in strict conformance with provisions of this section.
- D. Burden of proof of merit of requested substitution is the responsibility of the entity requesting the substitution.

- E. It is the sole responsibility of the entity requesting the substitution to establish proper content of submittal for requests for substitutions. Incomplete submittals will be rejected.
- F. ARCHITECT decision on substitution requests are final and do not require documentation or justification.
- G. When substitution is not accepted, provide specified product.
- H. Substitute products shall not be included within the bid without written acceptance by Addendum.

1.5 LIMITATIONS ON SUBSTITUTIONS SUBMITTED AFTER THE AWARD OF THE CONTRACT

- A. The Contract is based upon the standards of quality established by those items of equipment and/or materials which are specifically identified in the Contract Documents.
- B. Consideration by ARCHITECT of substitution requests received after the established date of the receipt of bids or contract award will only be made when one or more of the following conditions are met and documented:
 - 1. Specified item fails to comply with regulatory requirements.
 - 2. Specified item has been discontinued.
 - 3. Specified item, through no fault of the CONTRACTOR, is unavailable in the time frame required to meet project schedule.
 - 4. Specified item, through subsequent information disclosure, will not perform properly or fit in designated space.
 - 5. Manufacturer declares specified product to be unsuitable for use intended or refuses to warrant installation of product.
 - 6. Substitution would be, in the sole judgment of the ARCHITECT, a substantial benefit to the College in terms of cost, time, energy conservation, or other consideration of merit.
 - 7. The Request for Substitution, made on the correct form with the supporting information is received by the CONSTRUCTION MANAGER, 14 calendar days after the date of the Letter of Award.
- C. Notwithstanding the provisions of Article 1.4 of this section and the above, the ARCHITECT may consider a substitution request after the date of the receipt of bids or contract award, if in the sole discretion of the ARCHITECT, there appears to be just cause for such a request. The acceptance of such a late request does not waive any other requirement as stated herein.
- D. Consideration by ARCHITECT of a substitution request will be made only if request is made in strict conformance with provisions of this section.

- E. Substitutions will not be considered when they are indicated or implied on shop drawings or product data submittals without separate written request as required by provisions of this section.
- F. Review of shop drawings does not constitute acceptance of substitutions indicated or implied on shop drawings.
- G. Substitutions will not be considered when requested or submitted directly by a SUBCONTRACTOR or supplier.
- H. Substitutions will not be considered as a result of the failure to pursue the work promptly or coordinate activities properly.
- I. Burden of proof of merit of requested substitution is the responsibility of the CONTRACTOR.
- J. It is the sole responsibility of the CONTRACTOR to establish proper content of submittal for requests for substitutions. Incomplete submittals will be rejected.
- K. College shall receive full benefit of any cost reduction as a result of any request for substitution.
- L. ARCHITECT decision on substitution requests is final and does not require documentation or justification.
- M. When substitution is not accepted, provide specified product.
- N. Substitute products shall not be ordered, stored on site or installed without written acceptance of the ARCHITECT.

1.6 REGULATORY REQUIREMENTS

- A. It shall be the responsibility of the entity requesting the substitution to obtain all regulatory approvals required for proposed substitutions.
- B. All regulatory approvals shall be obtained for proposed substitutions prior to submittal of substitution request to ARCHITECT.
- C. All costs incurred by the College in obtaining regulatory approvals for proposed substitutions to include the costs of the ARCHITECT and any authority having jurisdiction over the project shall be reimbursed to the College. Costs of these services shall be reimbursed regardless of final acceptance or rejection of substitution.
- D. Substitutions of materials or work procedures which affect the health, safety and welfare of the public shall have prior approval of the Division of the State Architect (DSA) field representative.

1.7 SUBSTITUTION REPRESENTATION

- A. In submitting a request for substitution, the entity requesting the substitution makes the representation that he or she:

1. Has investigated the proposed substitution and has determined that it meets or exceeds the quality level of the specified product.
2. Will provide the same warranty or guarantee for the substitution as for the specified product.
3. Will coordinate installation and make changes to other work which may be required for the work to be completed with no additional cost to the College.
4. Waives claims for additional cost or time extension which may subsequently become apparent.
5. Will reimburse College for the cost of ARCHITECT review or redesign services associated with substitution request.
6. Where the proposed substitution involves and/or affects more than one SUBCONTRACTOR, CONTRACTOR shall ensure that each SUBCONTRACTOR cooperates with the other SUBCONTRACTOR involved to coordinate the work, provide uniformity and consistency, and assure compatibility of all products.

1.8 SUBMITTAL PROCEDURE

- A. Submit six copies of each request.
- B. Submit request on a Substitution Request Form. This form may be obtained from the CONSTRUCTION MANAGER. Substitution requests received without the complete request form will be returned un-reviewed.
- C. Limit each request to one proposed substitution.
- D. Request to include sufficient data so that direct comparison of proposed substitution can be made.
- E. Provide complete documentation for each request. Documentation shall include the following information, as appropriate, as a minimum:
 1. Statement of cause for substitution request.
 2. Identify product by specification section and article number and/or drawing sheet number.
 3. Provide manufacturer's name, address, and phone number. List fabricators, suppliers, and installers as appropriate.
 4. List similar projects where proposed substitution has been used, dates of installation and names and contact information of the ARCHITECT and College.
 5. List availability of maintenance services and replacement materials.
 6. Documented or confirmation of regulatory approval.

7. Product data, including drawings and descriptions of products.
 8. Fabrication and installation procedures.
 9. Samples of proposed substitutions.
 10. Itemized comparison of significant qualities of the proposed substitution with those of the product specified. Significant qualities may include size, weight, durability, performance requirements and visual effects.
 11. Coordination information, including a list of changes or modifications needed to other items of work that will become necessary to accommodate proposed substitution.
 12. Statement on the substitutions effect on the construction schedule.
 13. Cost information including a proposal of the net change, if any, in the Contract sum if the substitution is submitted after the receipt of bids or contract award.
 14. Certification that the substitution is equal to or better in every respect to that required by the Contract Documents and that substitution will perform adequately in the application intended.
 15. Waiver of right to additional payment or time that may subsequently become necessary because of failure of substitution to perform adequately.
- F. Inadequate warranty, vagueness of submittal, failure to meet specified requirements, or submittal of insufficient data will be cause for rejection of substitution request.

1.9 ARCHITECT'S REVIEW

- A. Within **10 days** of receipt of request for substitution, the ARCHITECT will accept or reject proposed substitution.
- B. If a decision on a substitution cannot be made within the time allocated, the product specified shall be used.
- C. There shall be no claim for additional time for review of proposed substitutions.
- D. Final acceptance of a substitution submitted prior to the date established for the receipt of bids will be in the form of an addendum.
- E. Final acceptance of a substitution submitted after the award of the contract will be in the form of a Change Order.

2. PART 2 PRODUCTS

Not Used.

3. PART 3 EXECUTION

Not Used.

END OF SECTION