

DIVISION 00 00 00– GENERAL CONDITIONS

CONSTRUCTION STANDARDS

MIDWESTERN STATE UNIVERSITY

00 00 00

GENERAL CONDITIONS

PART 1: GENERAL

1.01 Location:

- A. To review and obtain the Midwestern State University System Uniform General and Supplementary Conditions for Building Construction Contracts, contact the Purchasing Department.
- B. The above General Conditions must be included in the A/E's Specification Manual.

1.02 Hierarchy of A/E Document Conflicting Information:

- A. If conflicts occur in the document information, the following order of hierarchy shall apply, 1) Midwestern State University System Uniform General and Supplementary Conditions for Building Construction Contracts, 2) A/E's Specification Manual, and 3) A/E drawings.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

END OF DIVISION 00 00 00

MIDWESTERN STATE UNIVERSITY

01 25 00

SUBSTITUTION FORM

PART 1: GENERAL

1.01 SUBSTITUTION FORM

A. The following form shall be used for product substitutions:

TO: ARCHITECT OF RECORD
OR
MIDWESTERN STATE UNIVERSITY PROJECT REPRESENTATIVE

PROJECT:

SPECIFIED ITEM:

Section _____ Paragraph _____ Description _____

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION _____

Upon submitting this Request for Substitution, the undersigned certifies that the following paragraphs are correct, unless otherwise modified on attachments:

1. Contractor has investigated the proposed substitution and believes that it is equal to or superior in all respects to specified item, and will conform to design requirements and artistic effect
2. Cost saving to Owner for accepting substitution: None ___ \$ _____
3. Contractor will pay the Architect and/or Engineers for additional studies, investigations, submittal reviews, redesign and/or analysis caused by the requested substitution and at no additional cost to Owner.
4. Substitution requires dimensional changes or redesign of structure or M & E Work No ___ Yes ___ (If yes, attach complete data).
5. Contractor will waive future claims for added cost to Contract caused by substitution.
6. Changes in contract time caused by substitution: No ___ Yes ___ Add/Deduct ___ days.
7. Adverse affect on other Trades caused by substitution: No ___ Yes ___ (If yes, explain on attachment).

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- 8. Contractor will modify other parts of the Work as may be required to make all parts of Work complete and functioning. Yes ___ (Explain on attached page if necessary)
- 9. Same type of warranty for specified product will be furnished for proposed substitution: Yes ___ No ___
- 10. Maintenance Service Available: Yes ___ No ___
Where? _____
- 11. Contractor has complied with requirements of the Midwestern State University's Design Guidelines and Construction Standards and Contract Documents as part of request for substitution, and has completely filled-in this form.

REASON FOR NOT GIVING PRIORITY TO SPECIFIED ITEM:
See attached ___ Not required ___

Submitted by:
Signature _____
Firm _____
Address _____

Date _____
Telephone _____

For Use by Architect:
___ Approved
___ Approved as noted
___ Rejected
Rejected only for conformance with
Design Concept of Project and with
Information in Contract Documents.
Signature _____
Date _____

REQUIRED ATTACHMENTS:

- A. Product Data for Specified Item: Clearly marked to indicate full compliance with specification section and Contract Documents: Attached
- B. Product Data for Substitution: Clearly marked for adequate evaluation and comparison with data submitted for specified item: Attached ___
- C. Samples: Attached ___ Not Required ___
- D. Cost Data and Implications of Substitution: Attached ___ Not required ___
- E. Contractor's Comments: Attached ___ Not required ___
- F. Manufacturers certifications on asbestos arid PCB: Required/must be attached
- G. Other: _____

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

END OF SECTION 01 25 00

MIDWESTERN STATE UNIVERSITY

01 78 36

WARRANTY FORMS

PART 1: GENERAL (NOT USED)

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION

3.01 CONTRACTOR'S SAMPLE WARRANTY

Project Warranty for _____

Whereas, _____ (Contractor),

Address _____

Telephone (____) ____ - _____ ext. ____ has performed _____

(Work) on the following Project _____

Address _____

WHEREAS, The Contractor has agreed to warrant said Work _____

NOW, THEREFORE, the Contractor hereby warrants said Work in accordance

with the terms hereof, complying with the terms of the Contract with the Owner

dated _____ that _____

WARRANTY PERIOD _____ STARTING _____ TERMINATING _____

IN WITNESS THEREOF, this instrument has been duly executed this _____ day

of _____ 20__ for Contractor (typed name) as its (position).

Name of Firm _____

Address _____

And has been countersigned in accordance with terms and conditions, for the

Manufacturer (typed name) _____

as its _____ (position).

Name of Firm _____

Address _____

Signed by (print name): _____ Signature: _____

Title: _____ Date: _____

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CONSTRUCTION STANDARDS

3.02 MANUFACTURER’S SAMPLE WARRANTY

Project Warranty for _____
Whereas, _____ (Manufacturer),
Address _____
Telephone (____) ____ - _____ ext. _____ has furnished/provided _____
(product) on the following Project : _____

Address _____
Constructed by _____ (Contractor).
Address _____
For _____ (Owner).
Address _____

WHEREAS, the Manufacturer, through the Contractor, has agreed to warrant
said product _____

NOW, THEREFORE, the Manufacturer hereby warrants said product accordance
with the terms hereof, complying with the terms of the Contract between the
Contractor and the Owner dated _____ that _____

WARRANTY PERIOD, STARTING _____, TERMINATING _____
IN WITNESS THEREOF, this instrument has been duly executed this _____ day
of _____ 20____ for Manufacturer (typed name) as its _____
_____ (position).

And has been countersigned in accordance with terms and conditions.
for the Contractor (typed name) _____
as its _____ (position).

Signed by (print name): _____ Signature: _____

Title: _____ Date: _____

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CONSTRUCTION STANDARDS

3.03 OWNER’S REQUEST FOR WARRANTY WORK BY CONTRACTOR

Project Warranty for _____
_____ under PO _____.

Whereas, _____ (Contractor),
Address _____.

Telephone (____) ____ - _____ ext. _____ was responsible for installation of
equipment that has failed to meet acceptable standards during its warranty period
in the following manner: _____

_____.

Address of failed equipment _____

Date of failure first observed: _____.

Date reported to Contractor: _____ Contact: _____.

The Contractor will investigate the repair or replacement of the equipment and
return the equipment to its original design condition in a timely manner.

**Contractor to fax or e-mail the following information to Owner’s
Representative upon receipt of this document:**

Time and date Contractor to investigate repairs on site: _____.

**Contractor to fax or e-mail the following information to Owner’s
Representative PRIOR to beginning the following task:**

Time and date Contractor to begin on site repairs: _____.

**Contractor to fax or e-mail the following information to Owner’s
Representative AFTER completing the following task:**

Date Contractor completed on site repairs: _____.

Repairs will **not** be considered complete until the following written acceptance has
been issued to the Contractor by the Owner’s Representative:

Accepted by (print name): _____ Signature: _____

Title: _____ Date accepted: _____

END OF SECTION 01 78 36

MIDWESTERN STATE UNIVERSITY

02 05 00

DEMOLITION

PART 1: GENERAL

1.01 Scope of Standard

- A. This standard provides general guidance concerning the specific preferences of the Midwestern State University for demolition.
- B. Midwestern State University recognizes that project conditions and requirements vary, thus precluding the absolute adherence to the items identified herein in all cases. However, unless there is adequate written justification, it is expected that these guidelines will govern the design and specifications for Midwestern State University projects.

1.02 Quality Assurance

- A. Conduct all demolition work in accordance with OSHA and EPA requirements.
- B. Use only firms or individual trades qualified to perform work required under this section.

1.03 Submittals

- A. Details of proposed methods and operations.
- B. Schedule of coordination for shut-off, capping and continuation of utility services.
- C. Detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's operations.
- D. Shop drawings: When items of matching and repairing require drawings for clarification of intent.

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CONSTRUCTION STANDARDS

1.04 Job Conditions

- A. Perform preliminary investigations as required to ascertain extent of work. Conditions which would be apparent by such investigation will not be allowed as cause for claims for extra costs.
- B. Before start of work, obtain and pay for all permits required by all authorities having jurisdiction and notify all interested utility companies.
- C. Obtain approval of authorities having jurisdiction for work which affects existing exit ways, means of egress, or access to, or exit from, areas.
 - 1. Review with and obtain approval of Physical Plant Director for any temporary construction which affects such areas.
 - 2. Obtain approval of fire authorities.

PART 2: PRODUCTS

2.01 Patching Materials

- A. Use materials as required to repair and match items.

PART 3: EXECUTION

3.01 Pollution Controls

- A. Use temporary enclosures and other methods necessary to limit spread of dust, dirt and air pollution.
- B. Clean adjacent structures and improvements of all dust, dirt, and debris caused by demolition operations.
- C. Return areas to condition existing prior to start of work.

3.02 Operation Procedures

- A. Start and complete work as established by approved schedule. Schedule work so as not to interfere with normal operations of the Owner. Present schedule at least seven calendar days prior to commencing work.
- B. Protect occupants from injury and discomfort.
- C. Protect property to remain.

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CONSTRUCTION STANDARDS

- D. Conduct operations to insure minimum interference with roads, walks, entrances, exits, and other adjacent occupied facilities.
- E. Provide barricades safety light as required.
- F. Install a temporary safety fence (minimum 4' tall) around the perimeter of the construction area prior to beginning any demolition. Fence shall be maintained by Contractor at all times throughout the construction project.
- G. Provide temporary weather protection as necessary to prevent damage to existing facilities and discomfort to persons in occupied areas.

3.03 Demolition – General

- A. All work under this section involving public corridors to be done at a time most convenient to the Owner.
- B. Owner assumes no responsibility for actual condition of structures to be demolished.
- C. Conditions existing at time of inspection for bidding purposes will be maintained by Owner insofar as practicable.
- D. Transport salvaged items from site as they are removed.
- E. Storage or sales of removed items not permitted on site.
- F. Do not use explosives.
- G. Do not close or obstruct private drives, walks or other occupied or used facilities unless approved in writing.
- H. Do not close or obstruct public thoroughfares or walks unless approved by authorities having jurisdiction.
- I. Provide alternate routes around closed or obstructed traffic ways.
- J. Conduct operations to prevent damage by falling debris or other cause to adjacent buildings, structures, and other facilities as well as persons.
- K. Promptly repair damage to adjacent facilities caused by demolition, as directed by Architect, at no cost to Owner.
- L. Maintain existing utilities indicated to remain, and protect against damage during demolition.

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- 1. Provide temporary services during interruptions to existing utilities, as acceptable to Architect.
- M. Before starting demolition, employ a certified rodent and vermin exterminator and treat entire space in accord with governing health laws and regulations.

3.04 Disposal Or Salvage Of Materials

- A. Remove demolition debris from site.
- B. Do not burn materials on site.

3.05 Clean Up

- A. Remove all debris, rubbish, and materials resulting from cutting, demolition or patching operations.
- B. Transport materials and legally dispose of off-site.

END OF SECTION