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).
SECTION 01 25 00 – SUBSTITUTION FORM
CONSTRUCTION STANDARDS

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: For Use by Architect:
Signature ___________________________ ___ Approved
Firm ________________________________ ___ Approved as noted
Address _________________________________ ___ Rejected
______________________________
______________________________
______________________________
Rejected only for conformance with
Design Concept of Project and with
Information in Contract Documents.
Date _____________________________ Signature _____________________
Telephone _________________________ 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

Construction Standards, 03/12/07
Substitution Forms-01 25 00-2
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: __________________________
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 duty 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:____________________
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
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.
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.
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.
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