

PROJECT
MANUAL

FEBRUARY 24, 2017



V L K | A R C H I T E C T S

OWNER:



Marshall
Independent School District
1305 E. Pinecrest
Marshall, Texas 75670

Furniture, Fixtures & Equipment

MARSHALL I.S.D.
MARSHALL, TEXAS

VLK Project No.

1665.00

OWNER

**Marshall
Independent School District**
1305 E. Pinecrest
Marshall, Texas 75670

ARCHITECT

VLK Architects, Inc.
Ken Hutchens
20445 SH 249, Suite 350
Houston, Texas 77070
Phone: 281.671.2300
www.vlkarchitects.com

PROJECT MANUAL

FEBRUARY 24, 2017

Furniture, Fixtures & Equipment

MARSHALL I.S.D.
MARSHALL, TEXAS

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REQUEST FOR PROPOSALS

Proposals for the construction of Furniture, Fixtures & Equipment for Various Campuses, Marshall I.S.D., Marshall, Texas, will be received by the Owner in the Board Room of the Marshall Independent School District Administration Building located at 1305 E. Pincrest, Marshall, Texas 75670 until 2:00 p.m. local time on _____, 20____. Proposals received after this time will not be accepted.

Proposals shall be addressed to the President of the Board of Trustees at the above address.

Drawings and specifications may be examined at the office of VLK Architects, Inc., 2821 West 7th Street, Suite 300, Fort Worth, TX 76107

Copies of the above documents may be obtained at the office of the Architect in accordance with the Instructions to Proposers.

Or for digital copies:

In accordance with the Instructions to Proposers, digital copies of the above documents may be obtained from VLK Architects, Inc., 2821 West 7th Street, Suite 300, Fort Worth, TX 76107, phone (817-633-1600).

Any proposer may withdraw his proposal, either personally or by written request, at any time prior to the scheduled time for opening proposals. No proposer may withdraw his proposal for a period of 30 days after the date set for opening thereof, and any proposal shall be subject to acceptance by the Owner during this period.

Proposal Security in the amount of five percent (5%) of the proposal sum must accompany each proposal.

The Owner reserves the right to reject any or all proposals and to waive any formality in connection therewith.

Within 30 days after the opening of the sealed proposals, the District will evaluate and rank each proposal submitted in relation to the selection criteria set forth below. The District will select the proposal that offers the best value to the District based on the selection criteria and on the ranking evaluation; price alone will not be determinative.

PRE-PROPOSAL CONFERENCE

A pre-proposal conference is scheduled for 2:00 p.m., local time, _____, _____, 20____ in _____ of the Administration Building of the Marshall Independent School District located at address listed above with representatives of the Owner, and Architect available to address proposal document issues with potential proposers. Immediately following the conference, offerers are invited to tour _____ with the Owner and Architect.

END OF DOCUMENT

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******* IMPORTANT SUBMITTAL INFORMATION *******

Please duplicate the following label and affix to the outside of your sealed submittal envelope. Vendor's name and return address should be printed on the submittal envelope.

FOR U.S. MAIL



**MARSHALL ISD PURCHASING DEPARTMENT
1305 E. PINECREST
MARSHALL, TX 75670**

**CSP #
DO NOT OPEN UNTIL:**

FOR HAND DELIVERY/COURIER SERVICES



**MARSHALL ISD PURCHASING DEPARTMENT
1305 E. PINECREST
MARSHALL, TX 75670**

**CSP #
DO NOT OPEN UNTIL:**

It is your responsibility to meet the submittal requirements. We recommend that you verify the label data with the title page; the latter prevails.

DOCUMENT 00 21 16

INSTRUCTIONS TO PROPOSERS

PART 1 - GENERAL

1.1 DOCUMENTS

- A. Bona fide General Contractors may obtain 2 sets of Proposal Documents from the Architect upon deposit of \$150.00. Checks shall be made payable to the Owner. If a bona fide proposal is submitted and the drawings and specifications are returned in good condition within 5 days after the proposals have been opened, or if no proposal is submitted but they are returned to the Architect at least 10 days prior to the date set for opening the proposals, then the deposit will be returned. Otherwise the deposit shall be forfeited and will be retained by the Owner. Sub-proposers may obtain complete or partial sets of documents upon payment for the cost of reproduction and mailing. It is understood that sets of documents remain the property of the Architect and shall be returned to the Architect after proposals have been received.
- B. Plan deposit is a prerequisite for obtaining Proposal Documents; Proposers will not be allowed to pick up Proposal Documents without first providing deposit. Proposal Documents will not be mailed, shipped, nor delivered unless VLK Architects has received deposit check in advance; i.e. faxed checks are not an acceptable deposit.

1.2 DEFINITIONS

- A. Proposal documents include the Request for Proposals, Instructions to Proposers, the Proposal Forms and the proposed Contract Documents including Addenda issued prior to receipt of proposals.
- B. Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the proposal documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.
- C. "VLK Architects, Inc." will be hereafter referred to in this Project Manual as "Architect" and correspondence shall be addressed to: 2821 West 7th Street, Suite 300, Fort Worth, TX 76107.

1.3 EXAMINATION OF DOCUMENTS AND SITE

- A. Each proposer, by making his Proposal, represents that he has read and understands the Proposal Documents.
- B. Each proposer, by making his Proposal, represents that he has visited the site, performed investigations and verifications as necessary and familiarized himself with the local conditions under which the Work is to be performed and will be responsible for errors in his proposal resulting from his failure to do so.
- C. Each proposer by making his proposal represents that his proposal is based upon the materials, systems and equipment required by the Proposal Documents without exception.

1.4 QUESTIONS

- A. Proposers shall submit questions about the Proposal Documents to the Architect in writing not later than ten days prior to the date of receipt of the proposals. Replies will be issued to proposers as an addendum to the Proposal Documents and shall become a part of the Contract. The Architect and Owner will not be responsible for oral clarification.

1.5 SUBSTITUTIONS

- A. Each proposer represents by submitting his proposal that his proposal is based upon the materials and equipment described in the proposal documents.

1.6 PROPOSAL SECURITY

- A. A certified check; cashier's check; signed, dated and embossed proposal bond in an amount equal to 5% of the largest possible total proposal and made payable to the Owner must accompany each proposal. This shall be considered as the amount of liquidated damages which the Owner will sustain by failure or refusal of the proposer to execute and deliver the contract and the statutory performance and payment bonds should the Contract be awarded him.
- B. If the proposer defaults in executing and delivering the Contract and the statutory performance and payment bonds within ten days after written notification from the Architect of the award of Contract to him, then the check or proposal bond shall become the property of the Owner, not as a penalty, but as liquidated damages, as payment for damages due to excess costs, delay and other inconveniences.
- C. Proposals shall remain in effect for a period of 30 days after the time established for receipt thereof, and during this time the Owner may accept or reject the proposals as he so elects. If the proposal is not accepted within 30 days after the time set for submission of proposals, or if the successful proposer executes and delivers said contract and the performance and payment bonds, then the check or proposal bond will be returned.
- D. Proposal Bond shall be executed by a Surety Company that is:
 - 1. Approved by the school district, and duly authorized and admitted to do business in the State of Texas as determined by the State Board of Insurance.
 - 2. Listed by the United States Department of the Treasury in that issue of the "Federal Register" covering the date on which the bond was executed and the date that Surety Company has obtained reinsurance, if applicable, from a reinsurer that is authorized and admitted as a reinsurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury.
- E. Facsimiles or copies of Proposal Bond will not be acceptable. Submit fully executed originals of required documents.

1.7 STATUTORY PERFORMANCE BOND AND STATUTORY LABOR AND MATERIAL PAYMENT BOND

- A. A Statutory Performance Bond and a Statutory Labor and Material Payment Bond will be required of the successful proposer and shall be executed by a surety company acceptable to the Owner and authorized to do business in the State of Texas. Each bond shall be in an amount equal to one hundred percent (100%) of the contract price. The Performance Bond and the Labor and Material Payment Bond may be in one or separate instruments in accord with local law and are to be delivered to the Owner no later than the date of execution of the contract. Failure or neglecting to deliver said bonds, as specified, shall be considered as having abandoned the contract and the proposal security will be retained as liquidated damages.
- B. Bonds shall be executed by a Surety Company that is:
 - 1. Approved by the school district, and duly authorized and admitted to do business in the State of Texas as determined by the State Board of Insurance.
 - 2. Listed by the United States Department of the Treasury in that issue of the "Federal Register" covering the date on which the bond was executed and the date that Surety Company has obtained reinsurance, if applicable, from a reinsurer that is authorized and admitted as a reinsurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury.

1.8 SUBMITTAL

- A. Submit proposals in accordance with the Request for Proposals. Enclose proposal in an opaque, sealed envelope. Clearly mark on the outside of the proposal envelope:
 - 1. Project name
 - 2. Name of proposer
- B. Preparation of Proposals: Proposals shall be submitted on unaltered proposal forms furnished by the Architect. Fill in all blank spaces. If there are entries (blank spaces) on the proposal form which do not apply to a particular proposer, these entries shall be marked "N.A." (Not Applicable) by the proposer. No proposals will be considered that are amended or are qualified with conditional clauses, alterations, items not called for in the proposal, or irregularities of any kind which, in the Owner's opinion, may disqualify the proposer.

- C. Each proposer shall submit:
 - 1. Proposal Form
 - 2. Non-collusion Affidavit
 - 3. Certification of Criminal History Record Information Review by Contractor-Employer
 - 4. Conflict-of-interest Questionnaire
 - 5. Any other information that responds to the Selection Criteria listed.

1.9 MODIFICATION AND WITHDRAWAL

- A. No proposal may be changed, amended or modified after submittal. Proposers may withdraw proposals prior to proposal opening.

1.10 EXECUTION OF CONTRACT

- A. The Owner reserves the right to accept any proposal, to reject any and all proposals, or to negotiate contract terms with the various proposers, when such is deemed by the Owner to be in his best interest.
- B. Notwithstanding delays in the preparation and execution of the formal contract agreement, each proposer shall be prepared, upon written notice of proposal acceptance, to commence work on or before a date stipulated in an official written order of the Owner to proceed.
- C. The accepted proposer shall assist and cooperate with the Owner in preparing the formal contract agreement, and within 5 days following its presentation shall execute same and return it to the Owner.
- D. Form for the contract agreement will be AIA Document A101, Standard Form of Agreement Between Owner and Contractor, Stipulated Sum, 2007 Edition.
- E. Proposals shall be submitted on unaltered proposal forms furnished by the Architect. Fill in blank spaces. If there are entries (blank spaces) on the proposal form which do not apply to a particular proposer, these entries shall be marked "N.A." (Not Applicable) by that proposer. No proposals will be considered that are amended or are qualified with conditional clauses, alterations, items not called for in the proposal, or irregularities which, in the Owner's opinion, may disqualify the proposer.

1.11 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. All work must be substantially complete by August 1, 2017 5:00 pm.
- B. Failure of the Contractor to complete the Work by August 1, 2017 5:00 pm will result in damages being sustained by the Owner. Such damages are, and will continue to be, impracticable and extremely difficult to determine.
- C. The Contractor will pay the Owner the amount indicated on the Proposal Form and in the General Conditions for each calendar day of delay in finishing the Work in excess of time specified for completion, plus authorized time extensions. Execution of the Contract under these specifications shall constitute agreement by the Owner and Contractor that the amount indicated is the minimum value of the costs and actual damage caused by failure of the Contractor to Substantially Complete the Work within the allotted time, that such sum is Liquidated Damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

1.12 SALES TAX EXEMPTION

- A. The Owner qualifies for exemption from State and Local Sales Taxes as set forth in the Supplementary Conditions.

1.13 NON-COLLUSION AFFIDAVIT

- A. This document must be complete and must be attached to the Proposal Form submitted.

1.14 CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION REVIEW BY CONTRACTOR-EMPLOYER

- A. This document must be complete and must be attached to the Proposal Form submitted.

1.15 CONFLICT OF INTEREST QUESTIONNAIRE

- A. This document must be complete and must be attached to the Proposal Form submitted.
- B. This document, found on the Owner's website, must be complete and must be attached to the Proposal Form submitted.

END OF DOCUMENT

DOCUMENT 00 42 00

PROPOSAL FORM

Furniture, Fixtures & Equipment Various Campuses at Marshall Independent School District
MARSHALL, TEXAS

PROPOSAL OF: (Name) (Date)

TO: President of the Board of Trustees
Marshall Independent School District
Marshall, TX 75670

Dear Sir/Madam:

Having examined the drawings, project manual, and related documents and having inspected the site of proposed Work, I (we) agree to furnish all labor, materials, and to perform all work described in the specifications and shown on the drawings for the sum of:

BASE PROPOSAL: For a complete delivery and installation of Furniture, Fixtures & Equipment at Marshall Junior High School – 700 W. Houston St., Marshall, TX 75670, for the sum of:

_____ DOLLARS
(\$_____).

BASE PROPOSAL: For a complete delivery and installation of Furniture, Fixtures & Equipment at Travis Elementary - 300 W Carolanne Blvd, Marshall, TX 75672, for the sum of:

_____ DOLLARS
(\$_____).

BASE PROPOSAL: For a complete delivery and installation of Furniture, Fixtures & Equipment at P.T. Young Elementary - 1501 Sanford St, Marshall, TX 75670, for the sum of:

_____ DOLLARS
(\$_____).

BASE PROPOSAL: For a complete delivery and installation of Furniture, Fixtures & Equipment at Crockett Elementary - 700 Jasper Dr, Marshall, TX 75672, for the sum of:

_____ DOLLARS
(\$_____).

BASE PROPOSAL: For a complete delivery and installation of Furniture, Fixtures & Equipment at South Marshall Stem Academy - 1600 Meadow St., Marshall, TX 75670, for the sum of:

_____ DOLLARS
(\$_____).

NOTE: Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

The undersigned agrees, if this proposal is accepted, to commence work on or before a date to be established in the written "Notice-to-Proceed" of the Owner and to attain substantial completion of all Work by August 1, 2017.

The undersigned further agrees that, from the compensation otherwise to be paid, the Owner may retain the single sum of \$500.00 for each calendar day after the substantial completion date that the Work remains incomplete, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the undersigned to complete the Work at the time stipulated in the contract. This sum is not to be construed in any sense a penalty.

I (we) acknowledge receipt of the following addenda:

Addendum No. 1 Dated _____	Addendum No. 4 Dated _____
Addendum No. 2 Dated _____	Addendum No. 5 Dated _____
Addendum No. 3 Dated _____	Addendum No. 6 Dated _____

Upon receipt of notice of acceptance of this proposal within 30 days after the opening of proposals, I (we) agree to execute formal contract forms, acceptable surety bonds, and required insurance certificates within five days of receipt of the Contract.

Should I (we) fail to execute and deliver the Contract, along with the satisfactory surety bonds and insurance certification within the time set forth, the proposal security, attached hereto without endorsement, in the sum of:

_____ DOLLARS(\$_____).

shall become the property of Marshall Independent School District as liquidated damages for the delay caused and the additional work required.

Respectfully submitted, (Signature)

By (Please Print or Type)

Title

Contractor

Business Address

Telephone Number

FAX Number

ATTEST:

Indicate whether - Individual
Partnership
Corporation

Secretary

DOCUMENT 00 45 19

NON-COLLUSION AFFIDAVIT

FURNITURE, FIXTURES & EQUIPMENT
MARSHALL INDEPENDENT SCHOOL DISTRICT

By submission of this bid or proposal, the undersigned certifies that:

- A. The bid or proposal has been independently arrived at without collusion with any other bidder or with any other competitor;
- B. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, to any other bidder or competitor or potential competitor, prior to the opening of the bids, or proposals for this project;
- C. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid or proposal;
- D. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any person signing in his behalf.

Authorized Agent (Print Name)

Date

Signature

Company Name

Company Address

City State Zip

END OF SECTION

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DOCUMENT 00 45 20

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This notice is not required of a publicly-held corporation.

Please complete the information below.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Offeror's Name: _____

Name of Authorized Company Official (Please print or type):

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: _____
Date

B. My firm is not owned nor operated by anyone who has been convicted of felony.

Signature of Authorized Company Official: _____
Date

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____
Date

END OF SECTION

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DOCUMENT 00 45 46

CONFLICT OF INTEREST QUESTIONNAIRE
for vendor or other person doing business with local governmental entity

The attached questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session, which became effective September 1, 2015. This form was adopted by the Texas Ethics Commission, November 30, 2015.

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CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

DOCUMENT 00 65 00
RELEASE OF LIEN DOCUMENTS

APPENDIX INDEX:

1. **CONDITIONAL WAIVER FOR PROGRESS PAYMENTS**
2. **UNCONDITIONAL WAIVER FOR PROGRESS PAYMENTS**
3. **CONDITIONAL WAIVER FOR FINAL PAYMENT**
4. **UNCONDITIONAL WAIVER FOR FINAL PAYMENT**

[Note: the attached forms are duplicated *verbatim* (without editing) from HB 1456.]

FORM 1: CONDITIONAL WAIVER FOR PROGRESS PAYMENTS

* * * * *

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Furniture, Fixtures & Equipment

Job No.: 1665.00

On receipt by the signer of this document of a check from _____

(maker of check) in the sum of \$ _____
payable to _____

(payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of _____

(owner) located at (location) to the following extent: _____

_____ (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date: _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

FORM 2: UNCONDITIONAL WAIVER FOR PROGRESS PAYMENTS

* * * * *

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Furniture, Fixtures & Equipment

Job No.: 1665.00

The signer of this document has been paid and has received a progress payment in the sum of \$ _____ for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted) on the property of _____ (owner) located at _____ (location) to the following extent: _____

_____ (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent: _____

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in **full** all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date: _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

FORM 3: CONDITIONAL WAIVER FOR FINAL PAYMENT

* * * * *

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Furniture, Fixtures & Equipment

Job No.: 1665.00

On receipt by the signer of this document of a check from _____

_____ (maker of check) in the sum of
\$ _____ payable to

_____ (payee or payees of check) and when the check has been properly
endorsed and has been paid by the bank on which it is drawn, this document becomes effective to
release any mechanic's lien right, any right arising from a payment bond that complies with a state or
federal statute, any common law payment bond right, any claim for payment, and any rights under any
similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's
position that the signer has on the property of _____

(owner) located at _____

(location) to the following extent: _____

_____ (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials
furnished to the property or to _____
(person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of
payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final
payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers
for all work, materials, equipment, or services provided for or to the above referenced project up to
the date of this waiver and release.

Date: _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

FORM 4: UNCONDITIONAL WAIVER FOR FINAL PAYMENT

* * * * *

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Furniture, Fixtures & Equipment

Job No.: 1665.00

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to _____

_____ (person with whom signer contracted) on the property of _____

_____ (owner) located at _____

_____ (location) to the following extent _____

: _____ (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

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SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

- A. Related Requirements:
1. Document 00 21 16 - Instructions to Proposers.
 2. Document 00 73 00 – Supplementary Conditions to the Contract for Construction.

1.2 DESCRIPTION

- A. The work comprises the purchasing and complete installation of Furniture Fixtures and Equipment for Marshall Independent School District Marshall, Texas, as shown on the drawings and described in the specifications. The work will be done under one lump sum contract.
- B. Indication on the drawings or mention in the specifications of articles, materials, operations or methods requires that the Contractor provide each item indicated or mentioned of the quality or subject to the qualifications noted, and perform according to the conditions stated each operation described and provide therefor all necessary labor, equipment, services and incidentals.
1. Subcontractors are responsible for examining the architectural drawings for structural, mechanical, electrical, and plumbing items. Items shown on these drawings shall be furnished by the appropriate subcontractor.

1.3 CONDITIONS OF THE CONTRACT

- A. The General Conditions **[(Modified)] ***or*** [and Supplementary Conditions]**, bound herewith as preceding portions of these specifications, form a part thereof and shall govern the work under each section.

1.4 EXISTING SITE CONDITIONS

- A. Visit and examine the site. Upon award of the Contract, the Contractor shall accept the condition of the site before beginning the work required.

1.5 SPECIAL REQUIREMENTS

- A. Assume responsibility for the protection of areas of work and provide and maintain protections required. Protect existing surfaces of the building and equipment, both interior and exterior, as required during the construction period. Provide necessary dust screens, drop cloths and temporary walls and/or coverings as may be required for protection. Existing surfaces that are damaged due to construction shall be patched or replaced to original condition.

1.6 SEQUENCE OF CONSTRUCTION

- A. Work shall be started upon formal "Notice-to-Proceed" and shall be substantially complete by August 1, 2017, 5:00pm.

1.7 CONTRACTOR USE OF PREMISES

- A. Limit use of premises for work, for storage and for access, to allow for Owner occupancy.
- B. Coordinate use of premises under direction of Owner.
- C. Assume full responsibility for protection and safekeeping of products under this contract.
- D. Obtain and pay for use of additional storage or work areas needed when required for operations under this Contract.
- E. Contractor is responsible for removing all waste and debris generated, for the duration of the project. At no time shall the Contractor use the Owner's waste receptacles or dumpsters.

- F. During construction the Owner will continue to perform normal activities in and around the adjacent existing building. Proper and safe access to the Owner-occupied areas shall be maintained. Interruption of mechanical and electrical services to the building shall be only at such times and for lengths of time as approved by the Owner.
- G. There shall be no storage of materials or equipment in the occupied portions of the existing building. There shall be no fires on the site or in the building. There shall be no dumping on Owner's property.
- H. Worker Identity Badging Requirements: Provide construction personnel (including subcontractors and suppliers regularly visiting the project site) with identification badges, with photograph. Identification badges shall be worn visibly by construction personnel on the construction site or on Owner's property. **NO EMPLOYEE WILL BE PERMITTED ON SITE WITHOUT THIS BADGE DISPLAYED ON THE EMPLOYEE.** Contractor must assure that the Crisis Management contact information is provided on the reverse side of each worker's badge. Temporary or visitor badges will be provided for persons who are identified as having an infrequent or temporary legitimate business need for access to the site.

1.8 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed on the project site during normal business working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday or City ordinance whichever is more restrictive.
- B. Work Restrictions within Existing Building(s): Work shall be generally performed inside the existing building during the summer break and after normal school classes Monday through Friday. During student holidays when the faculty and staff may be on campus, extent of work and utility interruption shall be coordinated with the Owner in advance. On dates designated as STAAR testing days, work within the existing building is not allowed and work in other areas may need to be limited to keeping down the amount of noise and distraction for the students. Work on these days shall be coordinated with the Owner in advance.

1.9 COORDINATION

- A. Drawing details and other sections of these specifications covering work connected with or relating to that specified under a specific heading shall be examined for conditions which may affect that part of the work. Failure to do so will not relieve those furnishing materials and/or labor under a specification heading from supplying materials or performing work reasonably necessary to properly coordinate their work with that of other trades.

1.10 DISCREPANCIES

- A. In case of discrepancies within the drawings, within the specifications, or between the drawings and specifications, the better quality and greater quantity, in the opinion of the Architect, shall be furnished and installed.

1.11 PROTECTION

- A. General: Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy in adjacent spaces and around the site.
 - 1. Confine operations to areas within Contract limits indicated. Portions of the building which are outside the areas construction operations are indicated, are not to be disturbed.
 - 2. Keep driveways and entrances serving the premises clear and available to the Owner and the Owner's employees. Do not use these areas for parking or storage of materials without prior approval. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
 - 3. Do not dispose of organic and hazardous material on site, either by burial or by burning. Disposable material and trash must be removed properly.
- B. Assume responsibility for the premises and provide and maintain protections required by the governing laws, regulations and ordinances. The Contractor shall be responsible for loss or damage caused by him or his workmen to the property of the Owner or to the work or materials installed, and shall make good loss, damage or injury without cost to the Owner.

- C. The protection of adjacent property shall include but will not necessarily be limited to the erection and maintenance of shoring, underpinning and fences as necessary to protect and support existing work to be left in place.
- D. Finished floors shall be protected against damage by workmen and equipment during the work. Where materials are carried into the building, the building floors shall be covered to protect the work against dirt or grit being ground in.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used

END OF SECTION

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SECTION 01 33 23

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Digital submission of shop drawings.
- B. Related Requirements:
 - 1. General Conditions of the Contract for Construction: Definitions and basic responsibilities of entities.
 - 2. Section 01 62 00 - Product Options.

1.2 GENERAL

- A. Digital Submittals: Submit to the Architect, or applicable consultant, shop drawings, product data, and samples required by specification sections. Do not submit illegible fax copies nor carbon copies of shop drawings and product data.
 - 1. Submit using the Architect's web-based project management program (Projectmates). Prepare submittals as .pdf files, with a single file for each submittal, and upload to the Architect's project management program (Projectmates). Enter required data in program to fully identify submittal in accordance with the required submittal numbering format.
- B. Within 10 days of the contract date Contractor shall prepare and submit with the Schedule of Values a comprehensive list of shop drawings, product data and samples. This list shall include products which are proposed for substitution. Also include the estimated date of each submittal and anticipated date of submittal return. Allow the Architect reasonable time to review submittals.
 - 1. The list shall be compiled and submitted using the "Submittal" feature in the Architect's project management program (Projectmates).
- C. Prepare list on basis of each specification section.
- D. For products specified under reference standards, include with listing of each product:
 - 1. Name and address of manufacturer.
 - 2. Trade name.
 - 3. Model or catalog designation.
 - 4. Manufacturer's data, including performance and test data, reference standards.

1.3 PRODUCT DATA

- A. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data:
 - 1. Clearly mark each copy to identify pertinent materials, products or models.
 - 2. Show dimensions and clearances required.
 - 3. Show performance characteristics and capacities.
 - 4. Show wiring or piping diagrams and controls.
- B. Submit only pages which are pertinent; mark each copy of standard printed data to identify pertinent products, referenced to specification section and Article number. Show reference standards, performance characteristics and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.
- C. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the work. Delete information not applicable.

1.4 SAMPLES

- A. Office samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of product or material, with integrally related parts and attachment devices.
 - 2. Full range of color samples.

- B. Color Selections & Samples: Provide two (2) samples for the Architect's review and record. Provide cut sheet when applicable.
 - 1. Samples for Initial Selection: Submit one (1) full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected. In addition to the physical samples required above, submit a .pdf file of photographs of the actual color samples and identifying labels.
 - 2. Samples for Verification: Submit two (2) full-size units or Sample of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection. In addition to the physical samples required above, submit a .pdf file of photographs of the actual color samples and identifying labels. Architect will retain physical samples.
- C. Field Samples and Mock-ups:
 - 1. Erect at project site at location acceptable to Architect.
 - 2. Construct each sample or mock-up complete, including work of all trades required in finish work.
 - 3. Install each sample complete and finished. Acceptable finishes in place may be retained in completed work.
- D. Digital Samples: In addition to the physical Office Samples and Field Samples/Mock-ups, submit a .pdf file of photographs of the actual samples/mock-ups.
- E. Submit full range of manufacturer's standard finishes except when more restrictive requirements are specified, indicating colors, textures and patterns, for Architect selection.
- F. Submit samples to illustrate functional characteristics of products, including parts and attachments.
- G. Approved samples which may be used in the work are indicated in the specification section.
- H. Label each sample with identification required for transmittal letter.

1.5 SUBMISSION REQUIREMENTS

- A. Submit Shop Drawings and Product Data as soon as practicable after award of contract but not later than 30 calendar days before dates reviewed submittals will be needed.
- B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 10 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Resubmittal Review: Allow 10 working days for review of each resubmittal.
- C. Submit all office samples as soon as practicable but not later than 20 days after award of contract in order to facilitate color selections and coordination of the various materials. Final color selections and release of shop drawings contingent upon color selection will not be made until all office samples have been submitted, coordinated and approved.
 - 1. Color Board shall be delivered to the project site after 60 days. Contractor is responsible for updating color board with samples submitted by Contractor and approved by Architect after 60 days.
- D. Digital Submittals: Submit to the Architect, or applicable consultant, shop drawings, product data, and samples required by specification sections. Do not submit illegible fax copies nor carbon copies of shop drawings and product data.
 - 1. The submittals shall be logged in by the General Contractor and tracked using the "Submittal" feature in the Architect's project management program (Projectmates). All submittals shall be submitted in .pdf format.
 - a. Submittals 8-1/2" x 11" and/or 11" x 17" and greater than 50 pages: Provide digital copy for the Architect's records.
 - b. Large Format Drawings (larger than 11 x 17): Provide digital copy for the Architect's records.

2. Architect will indicate, via markup on each digital submittal, the appropriate action, then return submittal via the Architect's project management program (Projectmates).
 3. Submittals to be reviewed by consultants shall be submitted directly to the applicable consultant via ProjectMates with a copy simultaneously sent to the Architect. Submittals will be reviewed by the consultant and then delivered/transmitted to the Architect for his review prior to transmitting them to the contractor. Submittals to be reviewed by the testing lab shall be handled in the same manner.
 4. Color Selections & Samples: Reference "Samples" Article within this specification section.
 5. Submittals to be reviewed by consultants shall be submitted directly to the applicable consultant with a copy of only the digital transmittal simultaneously copied to the Architect. Submittals will be reviewed by the consultant and then delivered/transmitted to the Architect for his review prior to transmitting them to the contractor. Submittals to be reviewed by the testing lab shall be handled in the same manner.
- E. Reference PRODUCT DATA Paragraph, and SAMPLES Paragraph within this specification section for submittal quantity requirements.
- F. Contractor is responsible for the costs associated with the digital delivery of all submittals, and hard copy where required, to the Architect and the Architect's consultants and retrieval of all submittals from the Architect, when necessary.
- G. Accompany submittals with transmittal letter containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Identification of specification section and submittal numbers.
 5. The number of each shop drawing, product data and sample submitted.
 6. Notification of deviations from contract documents.
 7. Other pertinent data.
- H. Submittals shall include:
1. Date and revision dates.
 2. Project title and number.
 3. Names of Architect, Contractor, subcontractor, supplier and manufacturer.
 4. Identification of product or material and specification section number.
 5. Relation to adjacent structure, materials or other critical features.
 6. Field dimensions, clearly identified as such.
 7. Applicable reference standards.
 8. A blank space 3" x 4" for Architect's stamp.
 9. Identification of deviations from contract documents.
 10. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements, compliance with contract documents and coordination with requirements of the work.
Note: Absence of the Contractor's stamp shall constitute grounds for rejection of the submittal until such time as the submittal has been processed in accordance with this requirement.
 11. Other pertinent data required by specifications.

1.6 RE-SUBMISSION REQUIREMENTS

- A. Re-submission: For shop drawings and product data not approved by Architect, make corrections and changes in submittals required by Architect and re-submit until approved.
1. The digital re-submission shall be logged in using the "Resubmit" feature in the Architect's project management program (Projectmates).
- B. Shop Drawings:
1. Revise initial drawings and re-submit as specified for initial submittal.
 2. Indicate on drawings any changes which have been made, other than those requested by Architect.
- C. Product Data and Samples: Submit new data and samples as specified for initial submittal

1.7 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

- A. Distribute reviewed copies of shop drawings and product data which carry Architect's stamp as follows: Contractor's file, project site file, record documents file, other prime contractors.

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Various Campuses

- B. Keep and maintain a full set of submittals throughout the construction phase to be submitted to the Architect with other Close-out documents for delivery to the Owner for his permanent record. Set of submittals shall be delivered to the Architect in cardboard file boxes with string and button type closures. Organize submittals by CSI divisions, utilizing neatly labeled pressboard dividers to separate the sections. Neatly label short end of box with project name, contents and duration of construction.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01 62 00

PRODUCT OPTIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Administrative and procedural requirements for product options and substitutions.
- B. Related Requirements:
 - 1. Section 01 33 23 - Shop Drawings, Product Data, and Samples: Product data submittals.
 - 2. Section 01 42 00 - References: Applicability of specified reference standards.

1.2 PRODUCT LIST

- A. Within 10 days after date of contract, submit to the Architect a list of products and materials which are proposed for substitution.

1.3 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standards, select any product meeting standards, by any manufacturer.
- B. For products specified by naming several products or manufacturers, followed by the words "NO SUBSTITUTIONS", select one of the products/manufacturers named.
- C. For products specified by naming only one product and manufacturer, there is no option unless a substitution is approved as specified below.
- D. For products specified by naming only one product and manufacturer, followed by the words "NO SUBSTITUTIONS", there is no option.

1.4 SUBSTITUTIONS

- A. Requests for substitution to material, products, or equipment instead of those specified will be considered if received at least 10 days prior to the bid date. Substitution request received within 10 days of the bid date will be returned without review. Refer to Substitution Request (During the Bidding Phase) form attached to this section.
- B. Within 10 days after Notice to Proceed, Architect will consider additional formal requests from the Contractor for substitutions of products in place of those specified. Refer to Substitution Request (After the Bidding Phase) form attached to this section.
- C. Submit a separate request for each substitution on a copy of the "SUBSTITUTION REQUEST" form, attached to this section. Include in request:
 - 1. Complete data substantiating compliance of proposed substitution with contract documents.
 - 2. For products:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature, including product description, performance and test data and reference standards.
 - c. Samples, if applicable.
 - d. Name and address of similar projects on which product was used and date of installation.
 - 3. For construction methods:
 - a. Detailed written descriptions of proposed method.
 - b. Complete drawings illustrating methods or revisions.
 - 4. Itemized Comparison of qualities of proposed substitution with product or method specified.
 - 5. Changes required in other elements of work because of substitution.
 - 6. Effect on construction schedule.
- D. Request for substitution constitutes a representation that Contractor:
 - 1. Has personally investigated proposed product or method and determined that it is equal to or superior in all respects to that specified.

2. Will provide same warranties for substitution as for product or method specified.
 3. Will coordinate installation of accepted substitution into the work, making such changes as may be required for the work to be complete in all respects.
 4. Waives all claims for additional cost, under his responsibility and related to substitution, which subsequently become apparent.
- E. Substitutions will not be considered if:
1. They are indicated or implied on shop drawings or product data submittals without formal request submitted in accordance with this section.
 2. Acceptance will require substantial revision of contract documents.
- F. If substitution is not approved or accepted, Contractor shall furnish specified product or method at no additional cost to the Owner.
- G. Acceptance of a proposed substitution prior to the bid date will be in the form of an addendum.

1.5 SUBMITTAL PROCEDURES

- A. Submit five copies of request for substitution.
- B. Architect will review Contractor's requests for substitutions with reasonable promptness.
- C. For accepted products, submit shop drawings, product data, and samples under provisions of SECTION 01 33 23 - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SUBSTITUTION REQUEST
(During the Bidding Phase)
(submit two copies-must be received 10 days prior to bid/proposal date)

Project: _____	Substitution Request Number: _____
_____	From: _____
To: _____	Date: _____
_____	A/E Project Number: _____
Re: _____	Contract For: _____

Specification Title: _____	Description: _____
Section: _____ Page: _____	Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Attached data includes product description, specifications, drawings, custom color/pre-selected color availability, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

- The Undersigned certifies:
- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
 - Same warranty will be furnished for proposed substitution as for specified product.
 - Same maintenance service and source of replacement parts, as applicable, is available.
 - Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
 - Proposed substitution does not affect dimensions and functional clearances.
 - Payment will be made for changes to building design, including A/E/ design, detailing, and construction costs caused by the substitution.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

A/E REVIEW AND ACTION

Substitution approved - Submit bid/proposal based on accepted substitution.

Substitution approved as noted - Submit bid/proposal based on accepted substitution - as noted.

Substitution rejected - Submit bid/proposal for specified materials.

Substitution Request received too late - Submit bid/proposal for specified materials.

Signed by: _____ Date: _____

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

SUBSTITUTION REQUEST
(After the Bidding Phase)
(submit five copies - must be received not later than 30 days after Notice to Proceed)

Project: _____ Substitution Request Number: _____
From: _____
To: _____ Date: _____
A/E Project Number: _____
Re: _____ Contract For: _____

Specification Title: _____ Description: _____
Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____
Trade Name: _____ Model No.: _____

History: New product 2-5 years old 5-10 years old More than 10 years old

Differences between proposed substitution and specified product: _____

For finish materials and pre-finished equipment, list the colors available for the specified item and the colors available for the proposed substitution.

Point-by-point comparative data attached - REQUIRED BY A/E

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Architect: _____
Address: _____ Owner: _____
Date Installed: _____

Proposed substitution affects other parts of Work: No Yes; explain _____

Savings to Owner for accepting substitution: _____ (\$ _____).

Proposed substitution changes Contract Time: No Yes [Add] [Deduct] _____ days.

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

SUBSTITUTION REQUEST - Continued

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

A/E REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Section 01 33 23.
- Substitution approved as noted - Make submittals in accordance with Section 01 33 23.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by:

Date:

Additional Comments: Contractor Subcontractor Supplier Manufacturer A/E _____

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SECTION 01 65 00

PRODUCT DELIVERY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Requirements Included:
 - 1. Packaging, Transportation.
 - 2. Delivery and Receiving.
 - 3. Product Handling.
- B. Related Requirements:
 - 1. Section 01 32 16 - Construction Progress Schedules.
 - 2. Section 01 33 23 - Shop Drawings, Product Data and Samples: Manufacturers' Instructions.
 - 3. Section 01 66 00 - Product Storage and Handling Requirements.
 - 4. Individual Sections: Specific requirements for packaging, shipping and handling.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.1 PACKAGING, TRANSPORTATION

- A. Require supplier to package products in boxes or crates for protection during shipment, handling and storage. Protect sensitive products against exposure to elements and moisture.
- B. Protect sensitive equipment and finishes against impact, abrasion and other damage.

3.2 DELIVERY AND RECEIVING

- A. Arrange deliveries of products in accordance with construction progress schedules. Allow time for inspection prior to installation.
- B. Coordinate deliveries to avoid conflict with work and conditions at site; limitations on storage space; availability of personnel and handling equipment; and Owner's use of premises.
- C. Deliver products in undamaged, dry condition, in original unopened containers or packaging with identifying labels intact and legible.
- D. Clearly mark partial deliveries of component parts of equipment to identify equipment and contents to permit easy accumulation of parts and to facilitate assembly.
- E. Immediately on delivery, inspect shipment to assure
 - 1. Product complies with requirements of contract documents and reviewed submittals.
 - 2. Quantities are correct.
 - 3. Accessories, and installation hardware are correct.
 - 4. Containers and packages are intact and labels legible.
 - 5. Products are protected and undamaged.

3.3 PRODUCT HANDLING

- A. Provide equipment and personnel to handle products by methods to prevent soiling and damage.
- B. Provide additional protection during handling to prevent marring and otherwise damaging products, packaging and surrounding surfaces.
- C. Handle product by methods to avoid bending or over-stressing. Lift large and heavy components only at designated lift points.

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END OF SECTION

SECTION 01 78 30

WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Preparation and submittal of warranties and bonds.
2. Schedule of submittals.

B. Related Requirements:

1. Document 00 21 16 - Instructions to Proposers: Proposer bonds.
2. General Conditions of the Contract for Construction: Performance Bond and Labor and Material Payment Bonds, Warranty, and Correction of Work.
3. Individual Specifications Sections: Warranties and bonds required for specific products or work.

1.2 FORM OF SUBMITTALS

- A. Bind in three individual heavy-duty 8-1/2" x 11" black, three-ring binders, with hardback, cleanable, plastic covers.
- B. Label cover of each binder with typed or printed title WARRANTIES AND BONDS, with title of project; name, address and telephone number of Contractor; and name of responsible principal.
- C. Table of Contents: Neatly typed, in the sequence of the table of contents of the project manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- D. Separate each warranty or bond with index tab sheets keyed to the table of contents listing. Provide full information, using separate typed sheets as necessary. List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

1.3 PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds, executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the date of substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

1.4 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
- B. Make other submittals within 10 days after date of substantial completion, prior to final application for payment.
- C. For items of work when acceptance is delayed beyond date of substantial completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

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PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

V L K A R C H I T E C T S . C O M

