Quote No. Q2655-3

LIBRARY INTERIORS OF TEXAS, LLC
3503 Wild Cherry Dr, Bldg 4
Lakeway TX, 78738
P. 888-689-5489 (LITX)
F. 888-690-5489 (LITX)

Library Interiors - TX Project ID: Q2655-3

Date: 6/20/2022

Issued By: Michael Taylor

Project Name: Teen Library Remodel

Vendor Contract #: 19/033MJ-16

Bill to: New Braunfels Public Library
700 E Common St
New Braunfels, TX 78130

Ship-to: New Braunfels Public Library
700 E Common St
New Braunfels, TX 78130

Terms Net 30 Days

Contact: Gretchen Pruett

Contact: Gretchen Pruett

Item	Colors/Finishes	Qty	Part #	Description	Unit List	Ext List	Disc	Unit Net	Ext Net
Choice Partners - Furniture, Fixtures, Equipment (FFE) and Related Items: Contract Number 19/033MJ-16					$	$	%	$	$
Teen Library Remodel									
Item 1	TBD	1	T2MOD 1	Remove exisiting wall, door and frame from study room to form 'gaming' area; Install new glazed partition, with door (passage only, no lock) to both sides of teens room (96" high max); make good all paintwork. (see drawing D2655-Teens for detail)	23,900.00	23,900.00	net	23,900.00	23,900.00
Item 2	TBD	1	FGLSTU04/FGLSTU05	QuestWall built-in unit; incorporating double cupboard, with drywipe door, and TV recess with lockable storage below.	8,169.00	8,169.00	40%	4,901.40	4,901.40
Item 3	TBD	2	2562-6	OFS Skara Swivel Chair	2,597.66	5,195.32	40%	1,558.60	3,117.19
Item 4	TBD	3	38111	OFS Genus Bar Stools	449.08	1,347.24	40%	269.45	808.34
Item 5	TBD	1	F78043-HBS-6	OFS Coact Booth Seating Unit 72"	4,937.82	4,937.82	40%	2,962.69	2,962.69
Item 6	TBD	1	F78043-HBS-6	OFS Coact Booth Seating Unit 72" with Built-In Bar Top	5,761.82	5,761.82	40%	3,457.09	3,457.09
Item 7	TBD	1	DT-T6030RDT	OFS Nineteen 20 Café Table. 60"l x 30"d	1,119.00	1,119.00	40%	671.40	671.40
Item 8	TBD	4	5720-4	Bernhardt Mitt Lounge Chair	3,182.00	12,728.00	35%	2,068.30	8,273.20
Item 9	TBD	1	T23672DWBX	T2 Design Drywipe Board 36" x 72" Including (3x) Pen Trays	3,295.92	3,295.92	30%	2,307.14	2,307.14

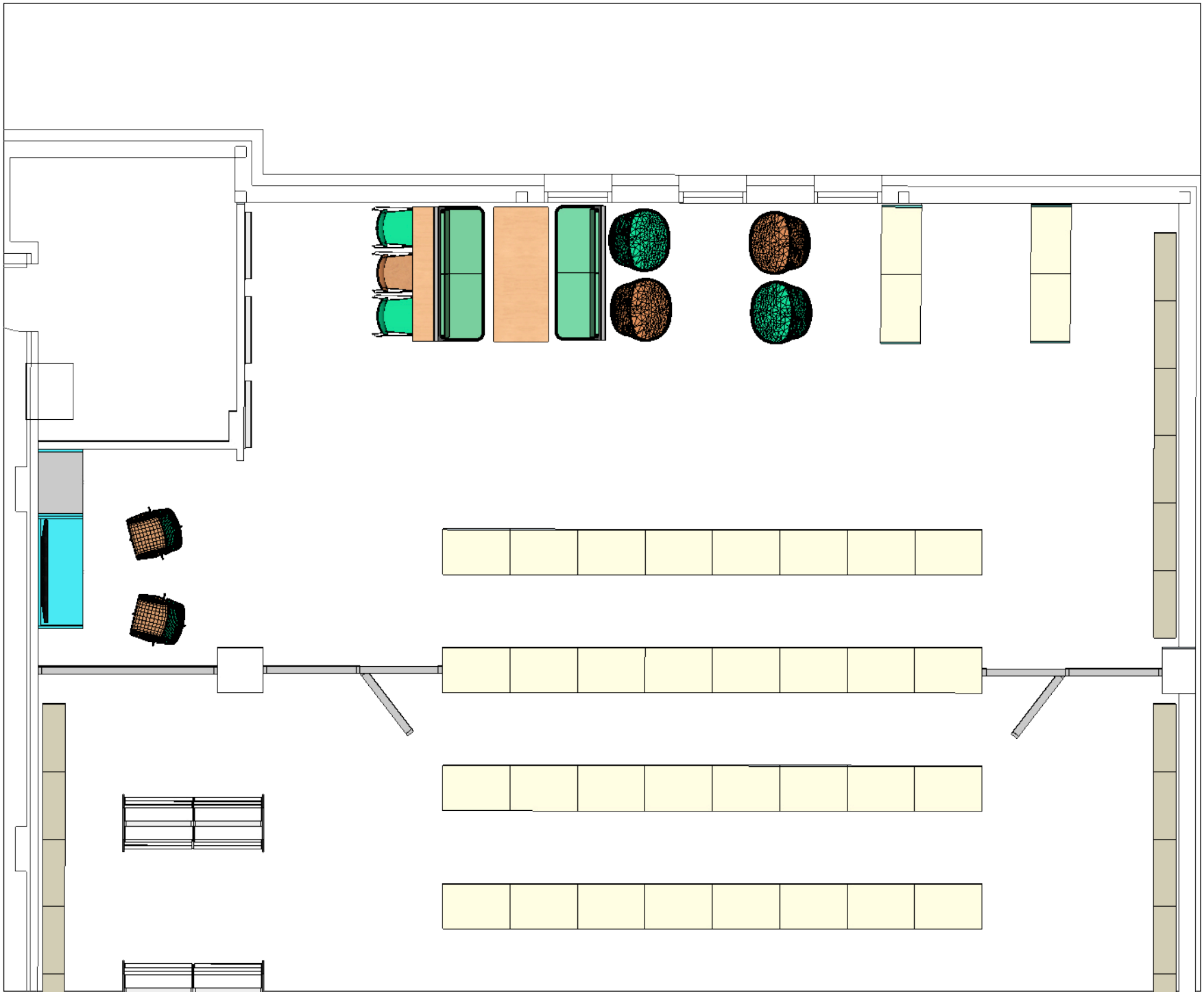
HUB Statewide Historically Underutilized Business Program

Library Interiors of Texas, LLC. standard terms and conditions of sale apply.

Certified WBE Women's Business Enterprise

Item 10	TBD	6	HEXS1821	Ghent Hex Powder Coated Magnetic Whiteboard	270.00	1,620.00	30%	189.00	1,134.00

Product Total Net:	51,532.46
Freight & Delivery:	2,300.00
Installation:	3,500.00
Total; Supplied, Delivered & Installed:	**$57,332.46**



LIBRARY INTERIORS OF TEXAS

CLIENT
NEW BRAUNFELS PUBLIC LIBRARY

ISSUE
06--20-2022

PROJECT NO.
D2655 - Teen's

PROJECT
Remodel 2022

DRAWN BY
TT

DESCRIPTION
FLOORPLAN

T2 DESIGN

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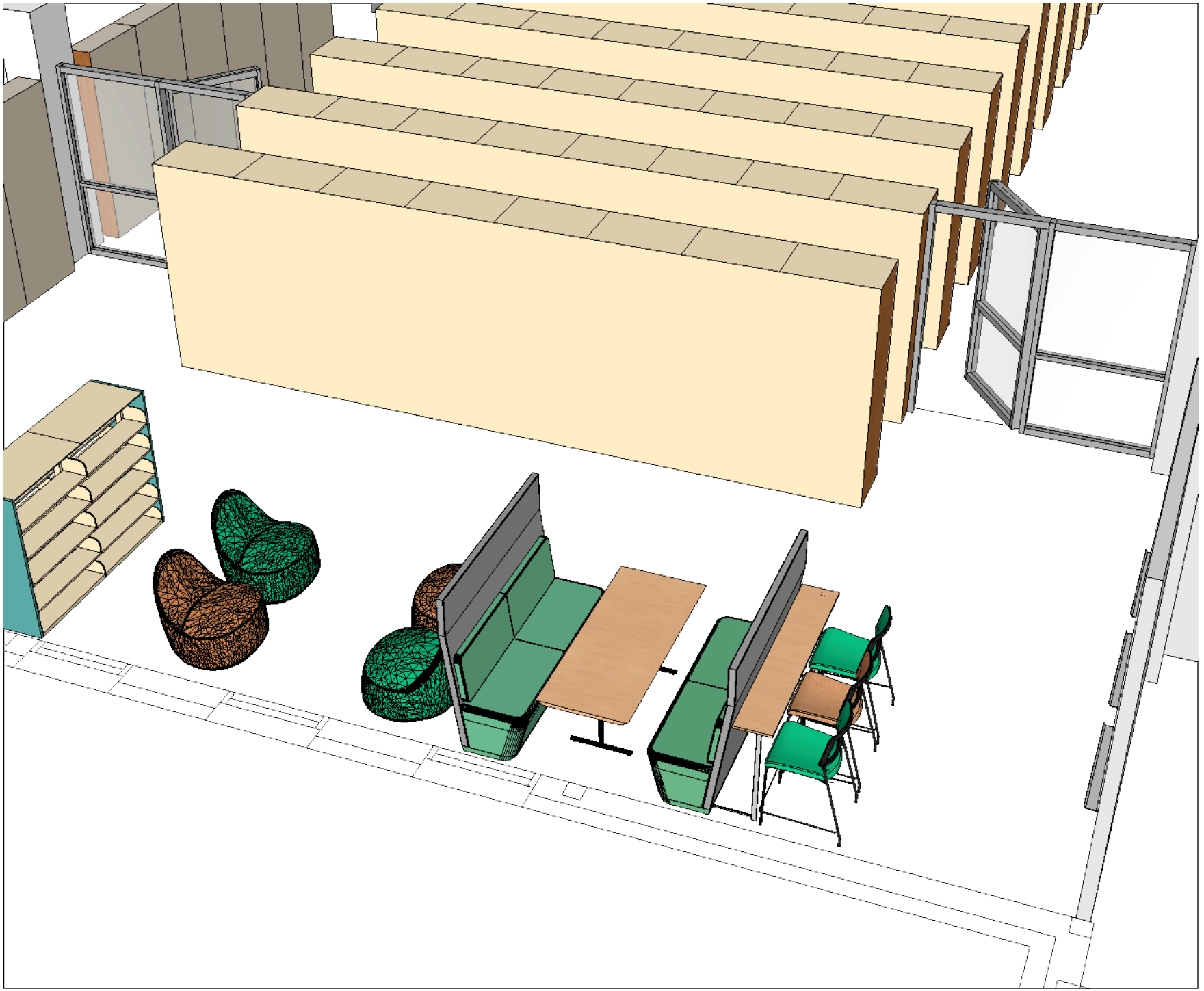
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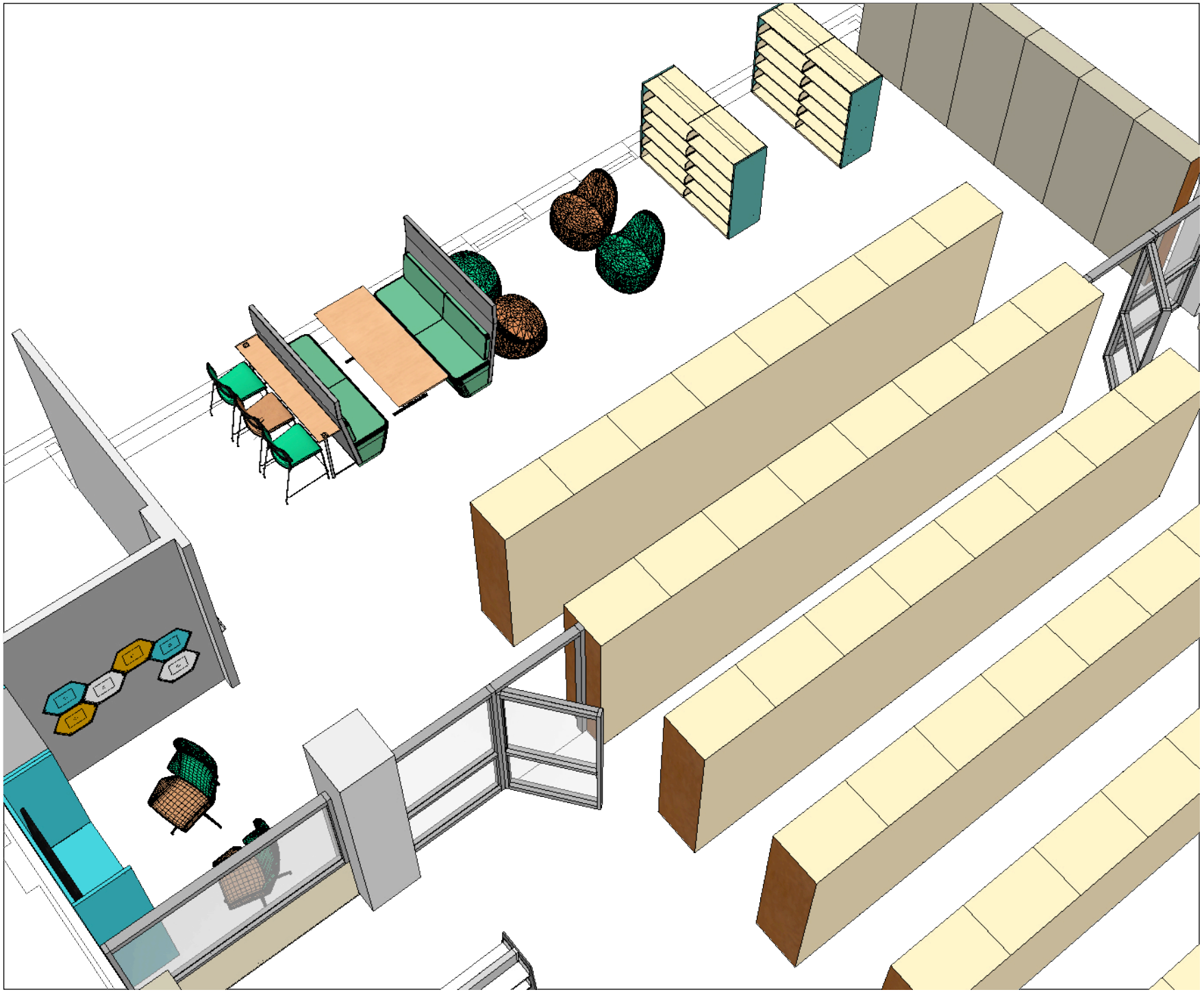
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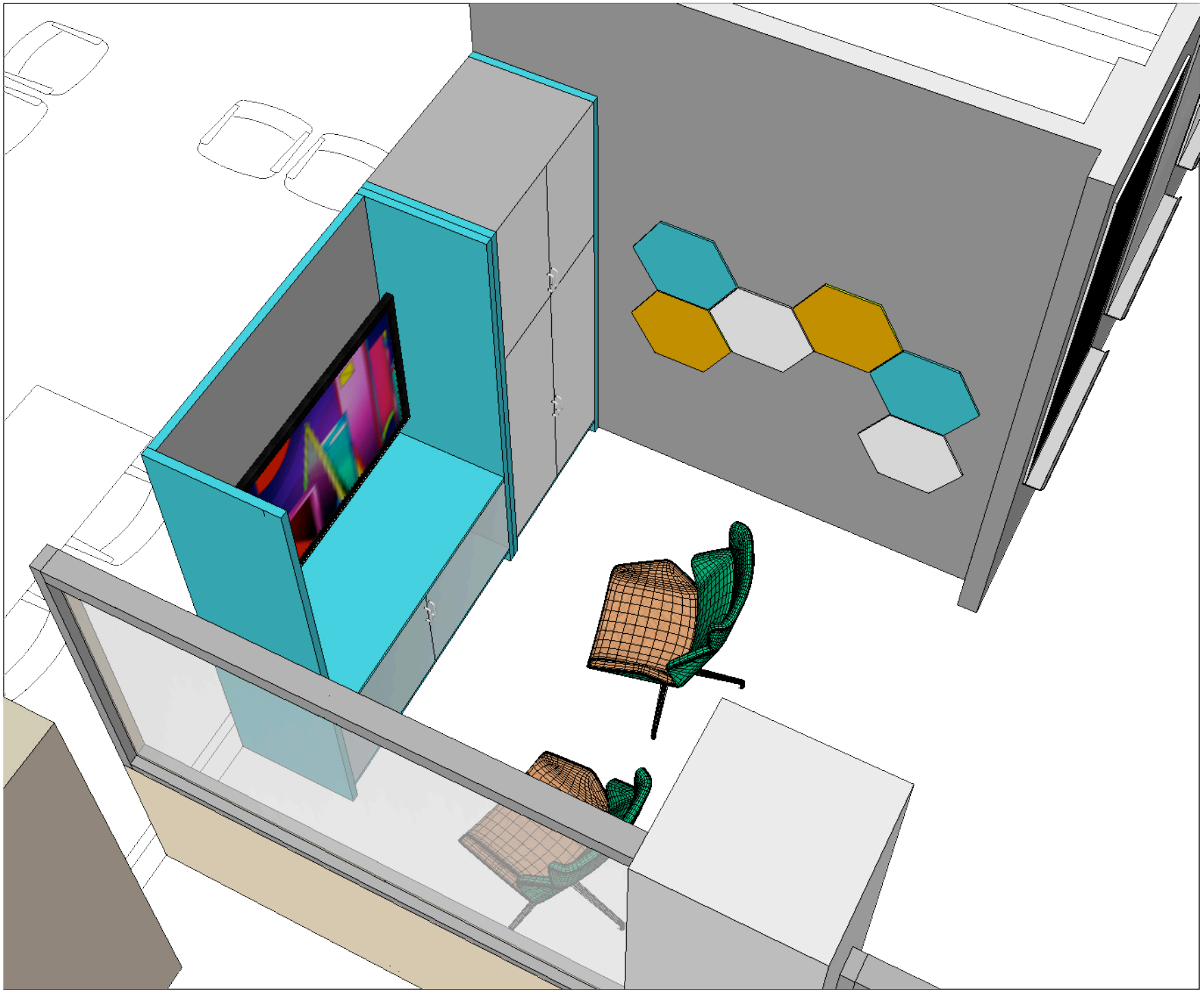
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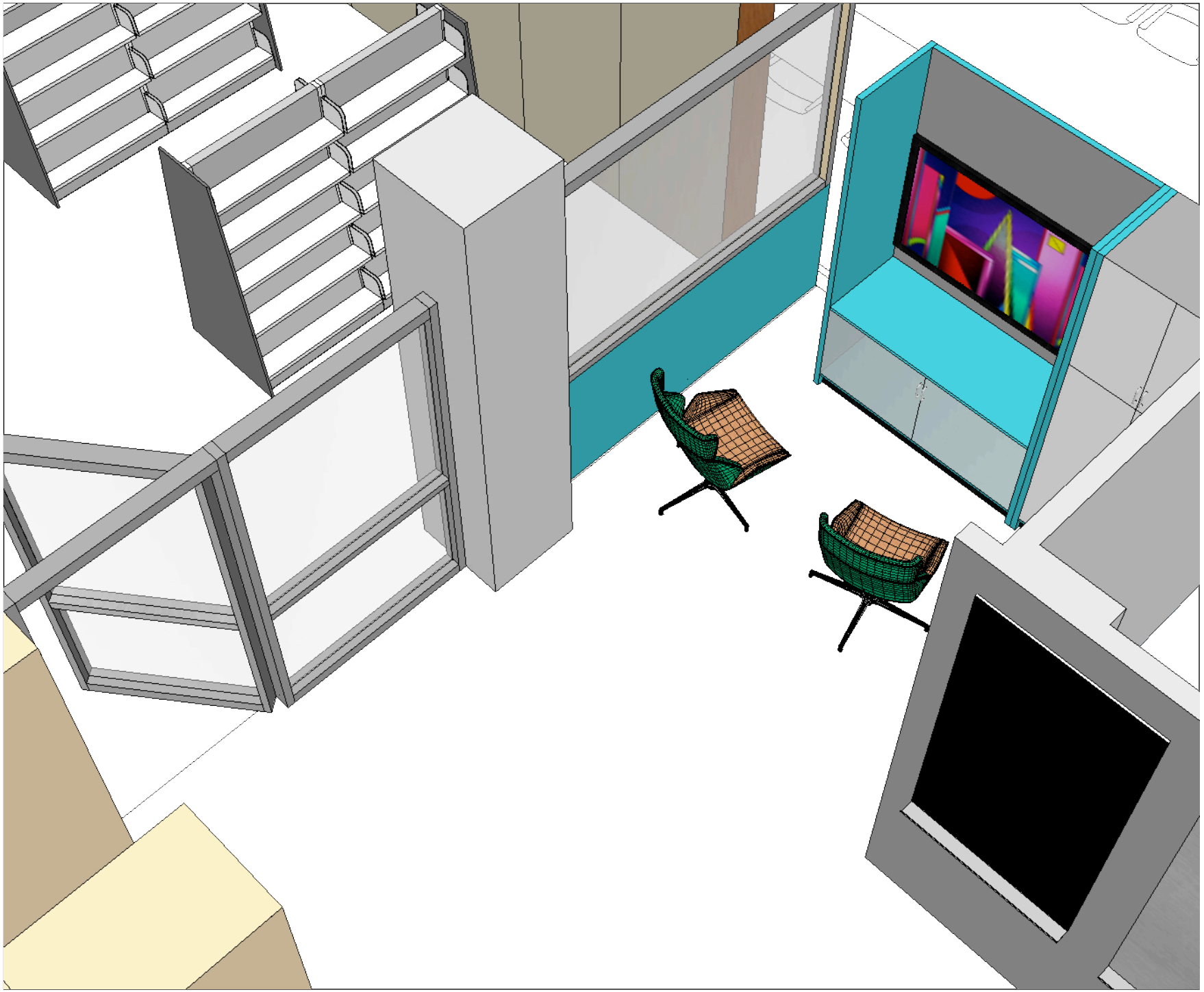
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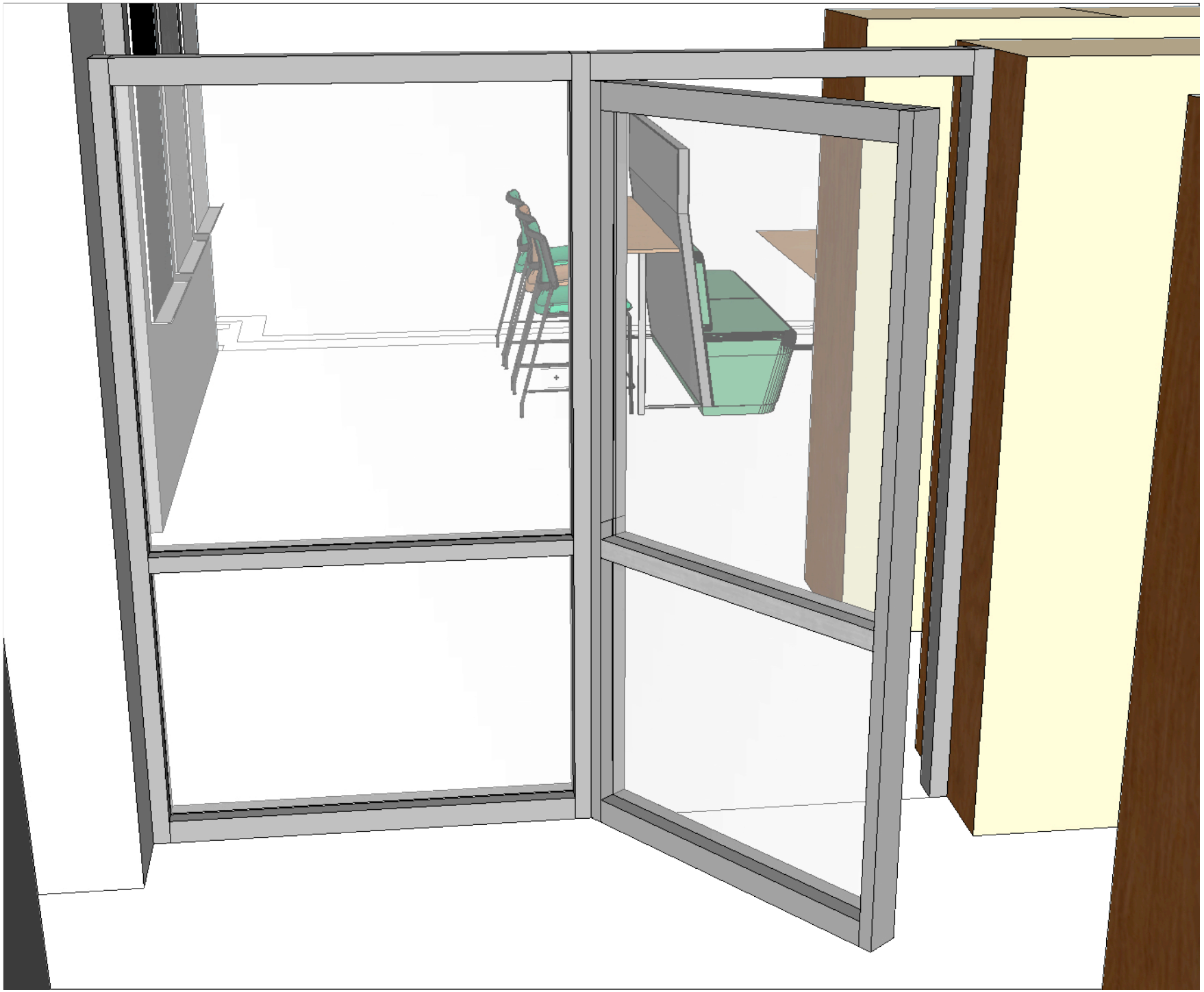
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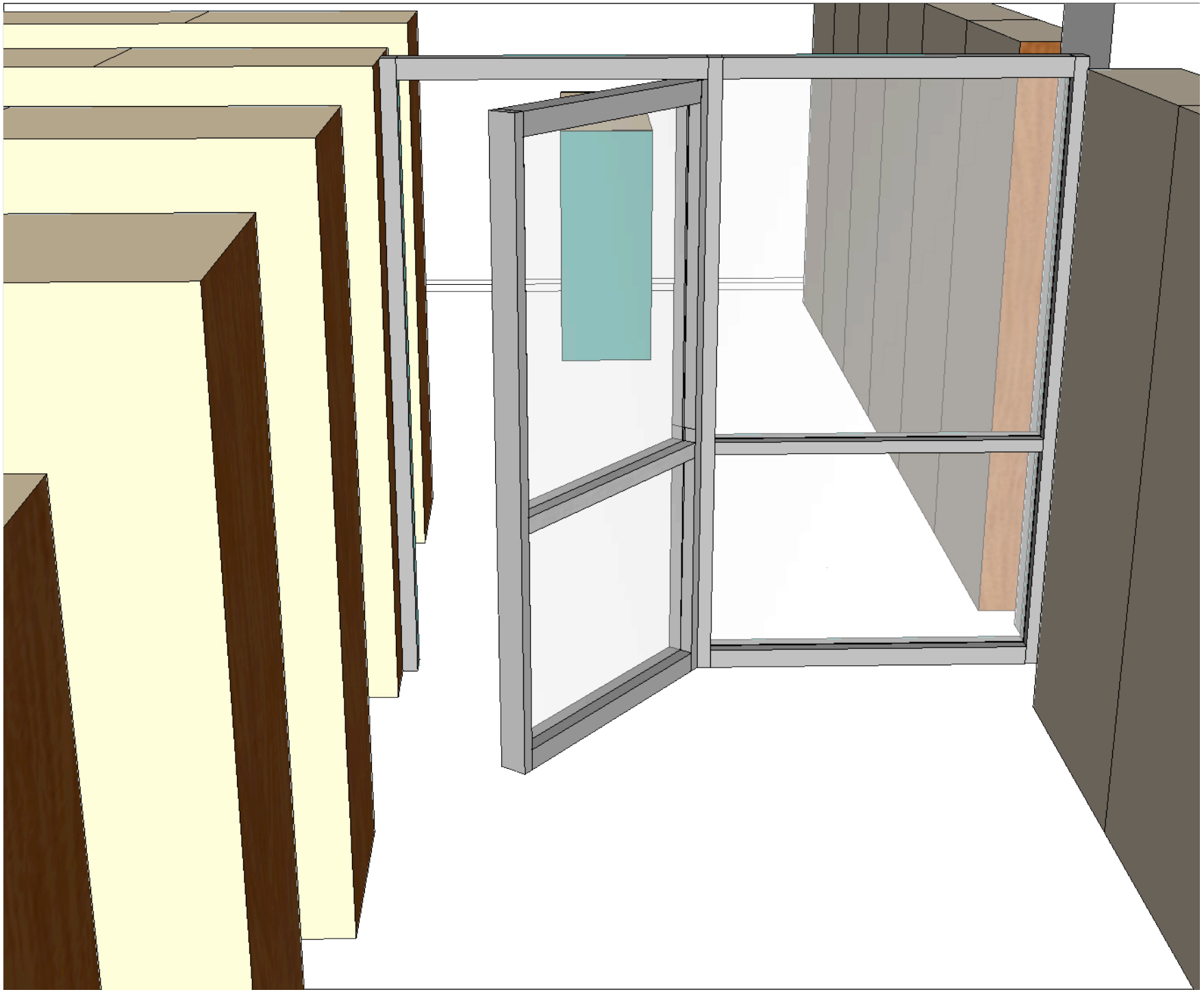
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NEW BRAUNFELS PUBLIC LIBRARY
INTERIOR RENOVATIONS

700 E. Common Street
New Braunfels, TX 78130

CODES, REGULATIONS, STANDARDS, PERMITS, AND INSPECTIONS

1. The General Contractor is responsible for ensuring built compliance with all codes, regulations, and standards such as may be in force. The codes include, but may not be limited to:

2018 International Building Code
2018 International Energy Conservation Code
2018 International Mechanical Code
2017 National Electrical Code
2018 International Fire Code
2018 International Plumbing Code
Texas Accessibility Standard 2012

2. Should the General Contractor become aware of a condition indicated in the contract documents that would result in a violation of any code or regulation listed above, the General Contractor shall contact the Architect immediately for resolution.

3. The General Contractor shall be responsible for obtaining any permit not provided beforehand by the Owner.

4. The General Contractor and/or his/her subcontractor shall be responsible for coordinating all required inspections.

5. To the extent required by the City of New Braunfels or other applicable AHJ, the General Contractor shall commission a third party inspector.

6. Neither the Architect nor the Owner shall be considered to act in the role of an Inspector. While the Owner and the Architect shall endeavor to alert the General Contractor to any perceived or observed defect in the construction, failure to do so shall not in any way relieve the General Contractor from his/her obligation to ensure that the built work is safe, of good quality, and compliant with all relevant codes and regulations.

7. The General Contractor is responsible for ensuring that all work, whether performed by subcontractors or by the General Contractor him/herself, is of good workmanship and quality.

GENERAL NOTES

1. These documents comprise a portion of a contract between the Owner and the General Contractor. No contract is implied or stated between the Owner and any other party, not between the Architect and any party.

2. The General Contractor may not modify the plans, elevations, site plan, or any drawings in these contract documents without obtaining Architect consultation and Owner approval beforehand.

3. Should the Owner request a change to the contract documents, the General Contractor is responsible for ensuring that the change does not result in a built condition that does not comply with codes and/or regulations. Consultation with the Architect and/or an inspector is highly recommended.

4. The Owner shall not be held liable nor be made to pay for the remediation of work judged substandard and/or rejected by the Architect, Owner and/or any inspector (municipal or third-party). The Owner alone reserves the right to accept work judged substandard by either the Architect or the Owner. Should the Owner elect to accept substandard work, the Owner reserves the right to request monetary credit and/or a reduction in the contract sum.

5. The Owner and/or the Architect shall be permitted to access the project site, in part and as a whole, at any reasonable time without prior notice. If the project site, in whole or in part, is locked or is otherwise secured, the Architect shall coordinate with the General Contractor to gain access.

6. The General Contractor is solely responsible for obtaining and maintaining all such bonding, sureties and insurances as may be required to shield the Owner from claims pertaining to the General Contractor's and/or Subcontractor's execution of the Work and their respective conduct onsite.

7. The General Contractor is solely responsible for ensuring that working conditions onsite are safe and comply with all relevant rules, laws, codes, and standards. Likewise, the General Contractor is solely responsible for ensuring that all personnel onsite conduct themselves in a safe and prudent manner at all times, whether or not the General Contractor is present.

INDEX OF DRAWINGS

CVR COVER SHEET

ARCHITECTURAL
A1.1 DEMOLITION PLAN
A2.1 PROPOSED PLAN
A3.1 INTERIOR ELEVATIONS AND DETAILS

ELECTRICAL
E1.1 POWER PLAN

PROJECT DESCRIPTION

EXISTING BUILDING:
BUILT UNDER STANDARD BUILDING CODE, IN 1998
TYPE IV, SPRINKLERED
BUSINESS OCCUPANCY, GROUP B

GROSS BUILDING AREA (GROUND FLOOR) = 24,040 SF

PROPOSED RENOVATION SCOPE: REMOVE EXISTING CIRCULATION DESK & REPLACE WITH TWO MOVEABLE DESK UNITS; ASSOCIATED ELECTRICAL WORK FOR POWER AND DATA TO THE NEW DESKS; INSTALLATION OF PARTIAL HEIGHT INTERIOR STOREFRONT SYSTEM TO SEPARATE CIRCULATION WORK AREA FROM PUBLIC AREA

GENERAL CONTRACTOR
LIBRARY INTERIORS OF TEXAS
3503 WILD CHERRY DRIVE, BUILDING 4
LAKEWAY, TX 78738
512.921.8487

Contact: Trevor Taylor
trevor@li-tx.com

ARCHITECT
ASCENSION ARCHITECTURE, PLLC
P.O. BOX 340781
LAKEWAY, TX 78734
512.657.8946

Contact: Brandi McDaniel, AIA
brandi@ascensionarch.com

MECHANICAL, ELECTRICAL, PLUMBING ENGINEER
X5 ENGINEERING
P.O. BOX 91743
AUSTIN, TX 78709
512.815.2959

Contact: Michael Sestak, P.E.
msestak@x5eng.com

ASCENSION ARCHITECTURE
P.O. Box 340781
Austin, Texas 78734
512.657.8946
www.ascensionarch.com

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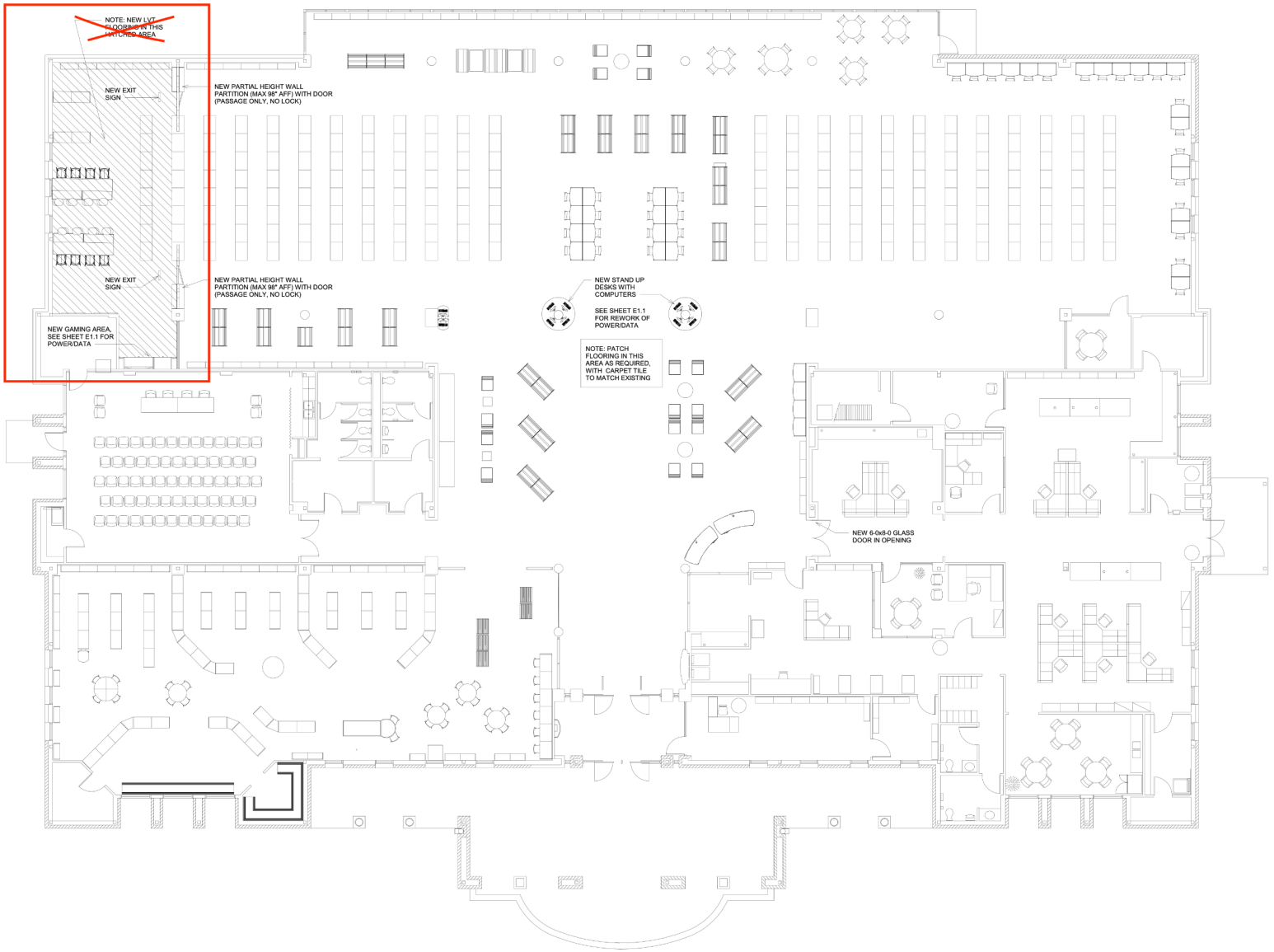
REGISTERED ARCHITECT BRANDI B. MCDANIEL 18574 STATE OF TEXAS

9/20/2021

PROJECT NO.	21.28.00
DATE	9/20/2021
DRAWN BY:	bbm
REVISIONS:	

COVER SHEET
CVR

Copyright by Ascension Architecture, PLLC



1 PROPOSED PLAN Phase 2
1/8" = 1'-0"

ASCENSION ARCHITECTURE
P.O. Box 340781
Austin, Texas 78734
512.657.8946
www.ascensionarch.com

NEW BRAUNFELS CENTRAL PUBLIC LIBRARY

Owner
NEW BRAUNFELS, TEXAS

INTERIM FOR REVIEW ONLY

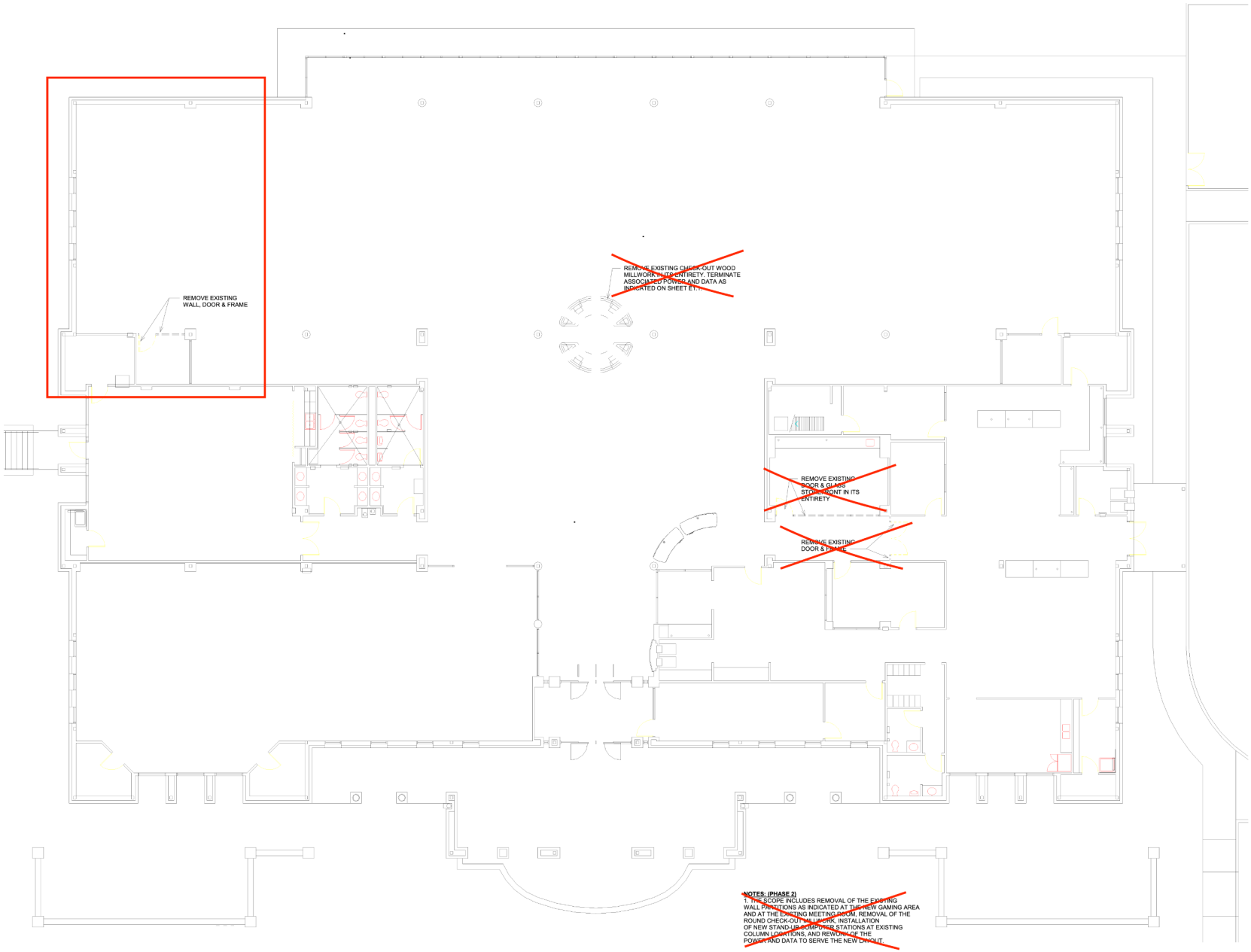
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ARCHITECT: BRANDI McDANIEL
ARCHITECT REG. NO: 18329

9/2/2021

PROJECT NO.	21.28.00
DATE	9/2/2021
DRAWN BY:	bbm
REVISIONS:	

PROPOSED PLAN
PH 2
A2.2

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1 EXISTING / DEMOLITION PLAN Phase 2
1/8" = 1'-0"

ASCENSION ARCHITECTURE
P.O. Box 340781
Austin, Texas 78734
512.657.8946
www.ascensionarch.com

NEW BRAUNFELS CENTRAL PUBLIC LIBRARY

Owner
NEW BRAUNFELS, TEXAS

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ARCHITECT: BRANDI McDANIEL
ARCHITECT REG. NO: 18329

9/2/2021

PROJECT NO.	21.28.00
DATE	9/2/2021
DRAWN BY:	bbm
REVISIONS:	

DEMOLITION PH 2
A1.2

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LIBRARY INTERIORS OF TEXAS, LLC – TERMS AND CONDITIONS OF SALE

Please read these terms and conditions carefully. All orders for goods and any related services ("Products") by any buyer ("you") from Library Interiors of Texas, LLC ("LI-TX") are governed by these terms and conditions.

1. Exclusive Terms. LI-TX AGREES TO SELL ITS PRODUCTS ONLY ON THESE TERMS AND CONDITIONS. LI-TX EXPRESSLY OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS IN YOUR PURCHASE ORDER OR SIMILAR DOCUMENT. No action by LI-TX shall be construed as an acceptance of any additional or different terms. You shall be deemed to have accepted these terms and conditions by any written indication of acceptance, by submitting an order in response to a quotation, by any action affirming your order without objection to these terms and conditions, by accepting any whole or partial shipment of Products, or by making any whole or partial payment to LI-TX.

2. Price. Unless LI-TX agrees otherwise in writing, you agree to pay LI-TX's price in effect at the time an order is accepted by LI-TX for all products and services ordered. Prices do not include freight, insurance, installation, export fees, storage, duties, or sales, use, or excise taxes, any special processing, handling, packaging, or other special treatment, or any other charges, fees, or taxes, all of which are your responsibility; provided, however, that the price shall include ocean freight, duties, and other costs incurred, if any, to bring the Products to the United States. LI-TX reserves the right, by giving you notice at any time before delivery, to increase the price of the Products to reflect any increase in the manufacturing or production cost to LI-TX, any change to delivery dates, quantities or specifications for the Products requested by you, or any delay caused by your instructions or your failure to give LI-TX adequate information or instructions.

3. Cancellation of Orders. You may not cancel an order, in whole or in part, without the written consent of LI-TX. No cancellation will be accepted by LI-TX except on terms that will fully indemnify and reimburse LI-TX against loss, including recovery of all costs incurred by LI-TX, and including indirect and overhead charges and profit.

4. Delivery. You acknowledge that shipment dates and delivery dates are estimates only. LI-TX agrees to use reasonable efforts to meet the estimated shipping date subject to your prompt provision of all necessary specifications and information; however, LI-TX will not be held responsible for any failure to meet an estimated date. If you request a delay in shipment, LI-TX shall have the right to (i) bill you for the Products at the initial requested delivery date, and (ii) bill you for any storage charges incurred. In the case of delivery of Products by installments, you agree that you will not treat the delivery of faulty Products in any one installment or the late delivery or non-delivery of any one installment as a repudiation of the whole contract. Unless special shipping instructions are received and accepted by LI-TX before the shipment date, LI-TX shall, in its sole judgment, determine the means and routing of shipment, or store the Products at your expense until you provide shipping instructions.

5. Risk and Title to Products. Unless otherwise expressly agreed by LI-TX, all shipments are F.O.B. point of shipment. "Point of shipment" shall be, as applicable: LI-TX's dock; for drop shipments, manufacturer's or distributor's dock; for international Products, the United States point of entry. LI-TX will select the origin of all shipments, and all delivery destinations will be subject to LI-TX's approval. Title to and risk of loss for Products will pass at the F.O.B. point.

6. Exclusion of Warranties. You acknowledge that LI-TX is not the manufacturer of the Products, and therefore (a) LI-TX MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE PRODUCTS, and (b) LI-TX EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. All Products are warranted only to the extent of the manufacturer's warranties, which LI-TX will provide to you at your request.

7. Limitation of Remedies and Damages. LI-TX's liability and your remedies under this Agreement will be limited solely to replacement or credit, at LI-TX's option, with respect to Products for which LI-TX has received, within thirty (30) days after your receipt of the Products, evidence satisfactory to LI-TX of defective or incorrect Products. LI-TX' S LIABILITY WILL IN NO EVENT BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCTS. LI-TX WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCE, FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LABOR COSTS OR LOST PROFITS RESULTING FROM THE USE OF OR INABILITY TO USE THE PRODUCTS OR FROM THE PRODUCTS BEING INCORPORATED IN OR BECOMING A COMPONENT OF ANY OTHER ARTICLE. NEITHER PARTY WILL HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO THE OTHER, OR TO ANY THIRD PARTY, ARISING FROM ANY BREACH OF THIS AGREEMENT.

8. Variations. Any minor shortages or defects that do not materially affect the use for which the Products are intended will not affect the terms of payment. Products, specifications, and colors may differ slightly from those illustrated in LI-TX's literature and samples. Any typographical or clerical omission in any sales literature, price list, quotation, acceptance of offer, invoice or other document or other information issued by LI-TX shall be subject to correction without any liability on the part of LI-TX.

9. Claims. LI-TX's responsibility for shipment shall cease upon delivery to the carrier. Any claims for damages or loss occurring in shipment shall be made by you directly to the carrier. All other claims for damages, defects, loss, shortages, or incorrect Products must be made within fourteen (14) days after receipt of the Products, unless otherwise agreed by the parties in writing. YOUR FAILURE TO MAKE ANY CLAIM WITHIN THE SPECIFIED TIME PERIOD WILL RESULT IN THE UNCONDITIONAL WAIVER OF THAT CLAIM. LI-TX reserves the right to accept or reject any claim in whole or in part. LI-TX shall not be responsible for any defects caused by your willful or negligent acts, incorrect storage or installation of the Products, or normal wear and tear. Any claim based on a manufacturer's warranty shall be made within the period prescribed by the warranty.

10. Credit Report and Payment. You hereby give LI-TX permission to make all reasonable inquiries into your credit history. Following such reviews, LI-TX will notify you of the payment terms for your orders, which will be one of the following:

(a) *Net 30 Days*. All amounts for the Products ordered are due within 30 days of date of LI-TX's invoice for the Products.

(b) *25% Down, Net 30 Days*. You must pay 25% of the order amount upon notice from LI-TX of the terms of payment, and the remaining balance is due within 30 days of date of LI-TX's invoice for the Products.

(c) *50% Down, Net 30 Days*. You must pay 50% of the order amount upon notice from LI-TX of the terms of payment, and the remaining balance is due within 30 days of date of LI-TX's invoice for the Products.

(d) *100% Down or Payment Bond*. The full price of all orders must be paid upon notice from LI-TX of the terms of payment. Alternatively, you may provide a payment bond or other security acceptable to LI-TX.

If you are required to make a down payment under the preceding payment terms, LI-TX may not process your order for Products under this contract until such down payment is received by LI-TX. If payment is not made in full by the due date, LI-TX may charge interest at a rate of up to 1 ½% per month (18% per year compounded monthly) on the amount outstanding until its is paid in full. You agree that you will not withhold payment of any amount due because of any other claims or set-off you may have against LI-TX.

11. Collection and Other Fees. You agree to pay LI-TX all costs, including reasonable attorneys fees, incurred by LI-TX in collecting amounts you owe to LI-TX or in otherwise enforcing, asserting, or defending these terms and conditions.

12. Indemnity. If the Products are to be manufactured or any process is to be applied to the Products in accordance with a specification submitted by you, you hereby indemnify LI-TX against all loss, damages, costs and expenses awarded against or incurred by LI-TX in connection with or paid or agreed to be paid by LI-TX in settlement of any claim whatsoever including, but not limited to, infringement of any patent, copyright, design, trademark or other intellectual property rights of any other person that results from LI-TX's use of your specification.

13. No Installation. These terms and conditions do not govern the installation of any Products purchased from LI-TX. Please refer to your installation agreement for the terms relating to installation.

14. Force Majeure. LI-TX shall not be responsible for any failure or delay in the performance of any of its obligations due to causes beyond its control, including, without limitation, fire, storm, flood, freeze, accident, customs or other acts of government, labor disputes, failure or delays of energy, wars, acts of terrorism, riots, public disorders and acts of God.

15. Disputes. Any disputes relating to these terms and conditions shall be decided in accordance with the laws of the State of Texas without reference to conflicts of laws principles. Exclusive jurisdiction and venue of any lawsuit relating to this contract shall lie in the state and federal courts of Travis County, Texas.

16. Miscellaneous. The invalidity or unenforceability of any of these Terms and Conditions shall not affect the validity or enforceability of any other Terms and Conditions. Any delay or failure by LI-TX in enforcing its rights shall not be construed as a waiver of those rights. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, legal personnel, representatives, successors and assigns, but shall not be assignable by you without the written consent of LI-TX. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior agreements, representations, warranties, statements, promises, arrangements, and understandings, whether written or oral, expressed or implied with respect thereto. Any changes or amendments to these Terms and Conditions must be agreed in writing by both parties.