



Texas Department of Public Safety Purchase Order

Purchase Order Number

405-16-P007835

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING DOCUMENTS.

V
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Vendor Number: 00029723
J FERG FOAM INC

8802 URBANA AVE
LUBBOCK, TX 79424-4963

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Texas Department of Public Safety
Administration Division
5805 North Lamar Blvd
Austin, TX 78752-4431
US
Email: eprocurementshipping@dps.texas.gov
Phone: (512) 424-2000

State Sales Tax Exemption Certificate: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

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Texas Department of Public Safety
Finance - Accounts Payable - MSC 0130
PO Box 4087
Austin, TX 78773-0130
US
Email: apinvoices@dps.texas.gov
Phone: (512) 424-2060

Solicitation (Bid) No.: 405-16-B001731

Payment Terms: State of Texas Prompt Pay

Shipping Terms: F.O.B., Destination

Delivery Calendar Day(s) A.R.O.: 0

Item # 1
Class-Item 910-66

TXDPS Childress Workshop Roof Demolition, Disposal, and Replacement

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 39,000.00	JOB	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 39,000.00

<u>LN/FY/Account Code</u> 1/16/16-62461-6423-1001- - -1300- - -	<u>Dollar Amount</u> \$ 39,000.00
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Item # 2

Change orders will be allowed only if unforeseen conditions arise such as, but not limited to, increasing or decreasing quantities or if the department needs dictate changes. All changes shall be in the scope of original work. No verbal change orders will be permitted. All change orders must be in writing with a Purchase Order Change Notice (POCN) issued by Procurement & Contract Services.

U.S. Department of Homeland Security E-Verify System

By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security E-Verify system to determine the eligibility of

1. All persons employed to perform duties within Texas, during the term of the Contract; and
2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

The Contractor shall provide, upon request of TXDPS an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.

Installation location requires controlled access. Contractors and sub contractors will be required to submit to a Criminal History Background Check. Vendors will be required to meet the terms and conditions in section Criminal History Background Checks in the attached Texas Department of Public Safety Technology Terms and Conditions, dated 10/2014.

Notice Under Government Code 2261.252

Pursuant to Government Code 2261.252 the Department may not enter into a contract for the purchase of goods or services with a private vendor if members of the Public Safety Commission or certain positions within the agency including the Executive Director, the General Counsel or the Procurement Director or their covered family members have a financial interest in the vendor. Any contract found to violate Government Code 2261.252 is void.

Certification Concerning Restricted Employment for Former State Officers or Employees under Texas Government Code 572.069

The Respondent certifies that it has not employed and will not employ a former TXDPS or state officer who participated in a procurement or contract negotiation for TXDPS involving the Respondent within two (2) years after the state officer or employee left state agency employment or service.

This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

Item # 3

Documents and instructions for this Purchase Order include:

1. Purchase Order 405-16-P007835
2. TXDPS Terms and Conditions as attached
3. Statement of Work/Specifications as attached
4. Bid Package 405-16-B001731
5. J FERG FOAM INC bid response as submitted to TXDPS
6. J FERG FOAM INC to reference PO Number 405-16-P007835 on all documentation
7. Invoices must include: Business name, remittance address, month of services and PO 405-16-P007835
8. Invoices to be submitted via e-mail to: APInvoices@dps.texas.gov

J FERG FOAM INC shall coordinate project with Yen Nguyen (Contract Monitor) to complete job within 30 business days from date of award unless approval from Contract Monitor is given to extend the expected date of completion.

Item # 4

Contract Monitor:

Name: Yen Nguyen

Phone: (512) 424-2332 or (512) 801-8972

Email: Yen.Nguyen@dps.texas.gov

Purchaser:

Name: Bernardo Navarro

Phone: 512-486-6468

Email: Bernardo.Navarro@dps.texas.gov

Vendor: J FERG FOAM INC

Name: Bruce Churchwell

Phone: (806) 771-3374

Email: bchurchwell@jfergroofing.com

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 39,000.00

APPROVED

By: Bernardo Navarro, PMP, CTCM

Phone#: (512) 486-6468

BUYER



TEXAS DEPARTMENT OF PUBLIC SAFETY

INVITATION FOR BIDS (IFB)

TXDPS Childress Workshop Roof Demolition, Disposal, and Replacement

IF NOT BIDDING
DO NOT RETURN THIS FORM.

BID ISSUE DATE 4/26/2016
BID OPENING DATE 5/11/2016 @ 5:00 pm CT
OPEN MARKET BID 405-16-B001731

Destination of Goods or Services
TXDPS Childress Workshop
1700 Ave F.
Childress, TX 79201

AUTHORIZED SIGNATURE DATE

By submitting this Bid, the Bidder agrees to comply with the Terms & Conditions of this Bid and certifies that if a Texas address is shown as the address of the Bidder, the Bidder qualifies as a Texas Bidder as defined in 34 TAC Rule 20.32(68).

FORMAL INVITATION FOR BIDS

INSTRUCTIONS FOR SUBMISSION OF BIDS:

Submit Bids to:

Texas Department of Public Safety
(TXDPS) eProcurement System
Bid #405-16-B001731

https://eprocure.dps.texas.gov/bsol/login.jsp

IN THE EVENT BIDDER CANNOT ACCESS THE EPROCUREMENT SYSTEM PLEASE SUBMIT SIGNED BID TO:

SERVICES.BRANCH@DPS.TEXAS.GOV

VENDOR CONTACT INFORMATION

Company Name
Company Remit Payment to Address
City, State, and Zip Code
Printed Name of Representative
E-Mail Address
Phone Number:
Fax Number:

THIS IFB MAY BE CANCELLED AT ANY TIME

HAND CARRIED AND MAILED BIDS
MAY BE SUBMITTED TO:
5805 N. Lamar Blvd., Bldg. A
Austin, Texas 78752

*****NOTE*****

Bids received after the Bid opening date will not be accepted.

AN IDENTIFICATION NUMBER IS REQUIRED TO PROCESS PAYMENT FOR GOODS/SERVICES PURCHASED AGAINST CONTRACT AWARDS. THE FEDERAL EMPLOYERS IDENTIFICATION NUMBER (EIN) WILL BE USED TO ESTABLISH A PAYEE ID NUMBER:

PLEASE ENTER YOUR FEDERAL EIN: [] [] [] [] [] [] [] [] [] []

Every Bidder SHALL have an EIN prior to receiving payment under an awarded contract. This requirement is necessary to minimize identity theft. For information on obtaining your EIN, you may call the IRS at 800-829-4933 or visit the following web site: https://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-EINs

CHECK HERE IF YOU ARE A SOLE OWNERSHIP OR PARTNERSHIP: []

PREFERENCES

See Section 2.27 and 2.28 of the State of Texas Procurement Manual regarding preferences.

Check below to claim a preference under 34 TAC Rule 20.38

- Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
Agricultural products grown in Texas
Agricultural products offered by a Texas bidder
Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
Recycled motor oil and lubricants
Foods of Higher Nutritional Value
Texas Vegetation Native to the Region
Products of persons with mental or physical disabilities
Vendors that meet or exceed air quality standards
Products and services from economically depressed or blighted areas
Recycled or Reused Computer Equipment of Other Manufacturers
Products produced at facilities located on formerly contaminated property
USA produced supplies, materials or equipment
Rubberized asphalt paving material
Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
Energy Efficient Products

NOTE TO RESPONDENT

When responding to this solicitation Bidder shall respond with all information/documents pertaining to the award of the product and/or services to include: any exceptions to TXDPS's Terms and Conditions (TXDPS excludes any of the Bidder's exceptions to the terms and conditions and any additional terms and conditions provided by the Bidder in its Bid unless expressly agreed otherwise in the award, Statements of Work and/or any agreements. After the Bid opening date no additional document submissions will be allowed unless requested by TXDPS.

Any information/documents/exceptions received after the Bid opening date will not be considered unless requested by TXDPS.

DESCRIPTION AND PRICING

PURCHASE OF THE FOLLOWING:

The Texas Department of Public Safety (TXDPS) is requesting bids for the demolition and disposal of an existing corrugated concrete fiber roof and replacement with a new prefabricated R-metal panels roofing system and its components for the TXDPS Childress Workshop.

If the Bidder does NOT submit through the eProcurement System, the documents included in this IFB shall be returned with the Bid. Please utilize the checklist on page 27 to ensure the Bid response is complete.

If the Bidder is submitting through the eProcurement System, pages 1-2, 8, 27, and 87 shall be uploaded in the Attachments Tab of eProcurement using the following link: <https://eprocure.dps.texas.gov/bs/login.jsp>

**IN THE EVENT THE BIDDER CANNOT ACCESS THE EPROCUREMENT SYSTEM,
PLEASE USE THE PRICING SHEET BELOW WHEN SUBMITTING YOUR BID.**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	TXDPS Childress Workshop Roof Demo, Disposal, and Replacement	1	Job	\$	\$

April 28, 2016, 5:00 p.m. All vendors who intend to bid must make an appointment for a site visit. All site visits will be held at 1700 Avenue F, Childress, TX 79201. Please email Services.Branch@dps.texas.gov with your preferred date/time. All appointment requests must be received by April 28, 2016, 5:00pm. Vendors who attended the site visit for IFB 405-16-B001700 do not need to do another site visit. This is a reposting of that canceled solicitation.

May 5, 2016, 5:00 p.m. Questions due via eProcurement or e-mailed to Services.Branch@dps.texas.gov

May 6, 2016, 5:00 p.m. Responses to submitted Questions will be posted to eProcurement and to the Electronic State Business Daily (ESBD).

Point of Contact:

TXDPS Purchaser: Bernardo Navarro
 Phone Number: (512) 486-6468
 Main E-Mail: Services.Branch@dps.texas.gov

This IFB consists of the following:

IFB Page 1 - 24
 Attachment Listing Page 25
 Attachments A through D Page 26 -93

SERVICE PERIOD: From date of award – 08/31/2016

SERVICE PERIOD WITH OPTIONS

Applicable Not Applicable



INVITATION FOR BIDS
Texas Department of Public Safety
Continuation Page

BID OPENING DATE:
5/11/2016 @ 5:00 pm CT

TXDPS will use the best value factors listed below in determining the lowest overall cost for this solicitation listed below including but not limited to:

1. the purchase price;
2. installation costs;
3. life cycle costs;
4. the quality and reliability of goods and services;
5. delivery terms;
6. cost of any employee training associated with this particular purchase;
7. the effect of a purchase on agency productivity;
8. past vendor performance;
9. Bidder experience or demonstrated capability; and
10. other factors relevant to determining the best value for the state in the context of this particular purchase

Information obtained from the Texas Comptroller's Office Vendor Performance Tracking System may be used in evaluating bids to determine the best value for the state. Only those bids that are deemed to be in administrative compliance will be evaluated for responsiveness to the state's needs.



INVITATION FOR BIDS
Texas Department of Public Safety
Continuation Page

BID OPENING DATE:
5/11/2016 @ 5:00 pm CT

DESCRIPTION (Continued)

1. **CHANGE ORDERS**

No verbal changes to these specifications are permitted. Any changes will be by written addendum. Change orders will be allowed only if unforeseen conditions arise or if TXDPS needs to dictate changes. No verbal change orders will be allowed, all change orders will be in writing by a purchase order change notice.

2. **IMMIGRATION**

The Vendor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verifications forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) enacted on September 30, 1996.

3. **OFFER PREPARATION COSTS**

TXDPS will not be responsible or liable for any costs incurred by any Bidder in the preparation and submission of its Bid or for other costs incurred by participating in this solicitation process.

4. **ORDER OF PRECEDENCE**

In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies will be resolved by reference to the documents in the following order of priority. This Agreement is composed of the following documents:

- 4.01. Purchase Order/Contract, including all amendments/change orders and attachments;
- 4.02. This IFB Including all Amendments;
- 4.03. The Vendor's Bid Response.

5. **POSTINGS**

It is the Bidder's responsibility to check the Electronic State Business Daily (ESBD) for any additional documents that have been added after the initial posting date. The Bidder's failure to periodically check the ESBD will in no way release the selected Bidder from "addenda or additional information" resulting in additional costs to meet the requirements of the IFB.

6. **BACKGROUND CHECK** Applicable Not Applicable

Work on this project is being performed in secure State of Texas facilities. All contract work crews are subject to Background checks prior to allowing access to these facilities. This includes all workers associated with the project or their respective sub-contractors.

Documents will be provided to the primary contractor for distribution to their affected personnel or subcontractors (post bid and prior to commencement of the work). Personnel information must be provided upon request from each person working on this site. Fingerprinting may be included as part of that background check and a location shall be identified to the Vendor for compliance. Incomplete forms will be returned and only approved personnel shall be allowed on the site.



INVITATION FOR BIDS
Texas Department of Public Safety
Continuation Page

BID OPENING DATE:
5/11/2016 @ 5:00 pm CT

DESCRIPTION (Continued)

The Vendor, to include all staff working on awarded project shall have thirty (30) calendar days from the date of award to get fingerprints taken, paperwork submitted and personnel approved. In case of background check failure of personnel, the Vendor shall have five (5) business days from announcement of failure to re-submit completed fingerprint and forms to the Project Manager for replacement personnel.

If all background checks have not been completed in the thirty (30) calendar days, the purchase order will be cancelled and will be awarded to next qualified Bidder listed on the bid tabulation. The above procedures and stipulations will apply to any subsequent Bidders that are awarded the project. TXDPS is a Police organization and will make every effort to enforce applicable State of Texas, Federal and International laws. Persons with outstanding warrants shall be subject to immediate arrest. Persons with criminal histories may not be allowed unescorted in secure TXDPS facilities. Nondisclosure statements may also be required when working on or within certain TXDPS locations.

7. BONDS Applicable Not Applicable

Bonds will be required from the successful Bidder before commencing any work as follows:

- 7.01. For a contract in excess of \$100,000.00 a performance bond shall be executed in the amount of the contract conditioned upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. Said bond shall be solely for the protection of the state.
- 7.02. For a contract in excess of \$25,000.00 a payment bond shall be executed in the amount of the contract, solely for the protection of all claimants supplying labor and material.
- 7.03. Any bids submitted shall include the cost of any applicable bond. Costs shall be included in the base bid and shall not be itemized separately.

If a bond is required, the successful Bidder will be notified by mail. The bond must be received by TXDPS within ten calendar days and must reference the IFB number. A purchase order will not be issued until the bond is received and no work shall begin until the Bidder is notified.

8. HUB SUBCONTRACTING PLAN (HSP) Applicable Not Applicable

In accordance with Texas Government Code [§ 2161.252](#), a Bid that does not contain an HSP is non-responsive and will be rejected without further evaluation. In addition, if TXDPS determines that the HSP was not developed in good faith, it will reject the Bid for failing to comply with material IFB specifications in accordance with Gov't Code §2161.253 (c). See Attachment D.

9. INSURANCE Applicable Bidders may be Required to Present Proof of Insurance.

See Terms and Conditions for all insurance requirements

10. INSURANCE: PROFESSIONAL LIABILITY Applicable Not Applicable

If the Vendor is a licensed or certified person who renders professional services, then **Professional Liability** (including Errors and Omissions) including coverage for the rendering of, or failure to render, professional services with minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate. **NOTE:** If the insurance described above is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the contract and acceptance by TXDPS. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this Contract.



INVITATION FOR BIDS
Texas Department of Public Safety
Continuation Page

BID OPENING DATE:
5/11/2016 @ 5:00 pm CT

DESCRIPTION (Continued)

11. SERVICE CALL RESPONSE TIME

Applicable Not Applicable

Response time will vary dependent upon the complexity and/or location of the service. After receiving a call for service, the Vendor shall have a technician on-site within the specified time requirements for the following types of service calls:

- 11.01. **SERVICE CALL DURING REGULAR WORK HOURS (8:00 a.m. to 5:00 p.m.):** Within N/A hour(s) of notification.
- 11.02. **SERVICE CALLS OUTSIDE REGULAR HOURS:** Within N/A hour of notification
- 11.03. **EMERGENCY SERVICE DURING REGULAR WORK HOUR (8:00 a.m. to 5:00 p.m.):** Response time to emergency call-backs during regular business hours shall be within N/A hours. TXDPS will identify emergency calls at time of notification.
- 11.04. **EMERGENCY CALLS OUTSIDE REGULAR HOURS:** Within N/A hour(s) of notification.
 An emergency call will be identified as any conditions that can potentially impact the health, safety and welfare of TXDPS' employees and the public. TXDPS will identify emergency calls at time of notification

12. WARRANTY CALL RESPONSE TIME

Applicable Not Applicable

TXDPS requires the Vendor to respond to any warranty call concerning this project within a 48 hour time period. For any warranty call issued, the Vendor shall have a qualified technician onsite within 72 hours of being notified that a warranty issue exists.

13. RETAINAGE

Applicable Not Applicable

TXDPS reserves the right to withhold 10% retainage from final payment until all work is accepted by TXDPS and warranty or equipment operation and maintenance documents are in hand (if applicable). This includes required original Vendor provided installation letters on their letterhead, applicable material manufacturer industry standard warranties, any equipment operation and maintenance manuals, or other project inclusive documentation for the respective trades associated with this project.

14. WAGE RATES

Applicable Not Applicable

TXDPS is the contracting agency for this state-funded project. The following statute requires any contracting agency to specify the generally prevailing rate of wages in contracts that are bid.

14.01 Gov't Code § 2258. Prevailing wage rates pursuant to the requirements of this statute. TXDPS has ascertained the attached rates located in Attachment E, are paid to various classifications of workers in the locality of this project.

14.02 The hourly rate for legal holiday and overtime work shall be not less than 1½times the base hourly rate.

A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. The Gov't Code § 2258 prevailing wage rate can be viewed at the following: <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2258.htm>

15. UNIFORM GENERAL CONDITIONS for CONSTRUCTION PROJECTS:

Applicable Not Applicable

This Contract will be governed by the Uniform General Conditions (UGC). UGC may be viewed at http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/07C%20-%20UGC_2010.pdf

DESCRIPTION (Continued)

- 16. REFERENCES:** Applicable Not Applicable

All Bidders shall submit three (3) past or current projects of similar size and complexity within the past five (5) years to include the following information as identified in Attachment C, Verification of Experience, shall be returned with the Bid.

1. Bidder Name:
2. Company Information
3. Project name, location, and description
4. Start and Completion Dates

- 17. CORRECTIVE ACTION PLAN:** Applicable Not Applicable

If TXDPS discovers issues of unsatisfactory performance as set forth in this Contract, TXDPS shall request a "Corrective Action Plan" from the Vendor. Upon request from the TXDPS Project Manager or his/her designated representative, the Vendor shall deliver a Corrective Action Plan within ten (10) business days that will then be reviewed for acceptance by the TXDPS Contract Administrator. The Corrective Action Plan will address and correct all unsatisfactory performance within thirty (30) days of the implementation. Failure to correct the unsatisfactory performance within the allotted time shall be grounds for termination.

- 18. U.S. DEPARTMENT OF HOMELAND SECURITY E-VERIFY SYSTEM:**

By entering into this Contract, the Vendor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security E-Verify system to determine the eligibility of

1. All persons employed to perform duties within Texas, during the term of the Contract; and
2. All persons, including subcontractors, assigned by the Vendor to perform work pursuant to the Contract within the United States of America.

The Vendor shall provide, upon request of TXDPS an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Vendor, and Vendor subcontractors, as proof that this provision is being followed. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of TXDPS and at no fault to TXDPS, with no prior notification. The Vendor shall also be responsible for the costs of any re-solicitation that TXDPS must undertake to replace the terminated Contract.

- 19. NOTICE-UNDER GOV'T CODE § 2261.252**

Pursuant to Gov't Code § 2261.252 TXDPS may not enter into a contract for the purchase of goods or services with a private vendor if members of the Public Safety Commission or certain positions within the agency including the Executive Director, the General Counsel or the Procurement Director or their covered family members have a financial interest in the vendor. Any contract found to violate Gov't Code §2261.252 is void.

- 20. CERTIFICATION CONCERNING RESTRICTED EMPLOYMENT FOR FORMER STATE OFFICERS OR EMPLOYEES UNDER TEXAS GOV'T CODE §572.069**

Bidder certifies that it has not employed and will not employ a former TXDPS or state officer who participated in a procurement or contract negotiation for TXDP] involving Bidder within two years after the state officer or employee left state agency employment or service. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

21. BIDDER AFFIRMATIONS

21.1 Pursuant to §231.006(d), Texas Family Code, regarding child support, the Bidder certifies that the individual or business entity named in this Bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Bidder subject to §231.006, Gov't Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the Bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

21.2. Pursuant to §669.003, Gov't Code, TXDPS may not enter into a contract with a person who employs a current or former executive head of any state agency until four years has passed since that person was the executive head of the state agency. By submitting a Bid, the Bidder certifies that it does not employ any person who was the executive head of any state agency in the past four years. If Bidder does employ a person who was the executive head of a state agency, provide the following information:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Bidder: _____

Date of Employment with Bidder: _____

**TEXAS DEPARTMENT OF PUBLIC SAFETY
STANDARD TERMS AND CONDITIONS**



STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

ITEMS BELOW APPLY TO AND BECOME PART OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING

1. BIDDING REQUIREMENTS:

- 1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Bids must be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- 1.3 Bids must be time stamped at Texas Department of Public Safety (TXDPS) on or before the hour and date specified for the bid opening.
- 1.4 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.5 Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.6 Bid prices are requested to be firm for TXDPS acceptance for 30 days from bid opening date. "Discount from list" Bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7 Bidder should enter their Federal Employee Identification Number (EIN) in the space provided on page 1 of this IFB
- 1.8 Bidder shall complete the vendor contact information on page 1 this IFB.
- 1.9 Bidder shall complete firm name on each continuation page of the IFB, in the block provided in the upper right hand corner.
- 1.10 Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the TXDPS based on an acceptable written reason.
- 1.11 Purchases made for States use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.

2. AWARD NOTICE:

- 2.1 The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. Any contract may also be extended up to three months at the sole discretion of the State.
- 2.2 Consistent and continued tie bidding could cause rejection of bids by the TXDPS and/or investigation for antitrust violations.
- 2.3 Inquiries pertaining to this solicitation must include the requisition number, class/item codes, and opening date.

3. SPECIFICATION:

- 3.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under §2155.067, Texas Government Code (Gov't Code). If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.
- 3.2 Unless otherwise specified, items shall be new and unused and of current production.
- 3.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 3.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.
- 3.5 The State will not be bound by any oral statement or representation contrary to the written specifications of this Solicitation.
- 3.6 Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation.



STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

ITEMS BELOW APPLY TO AND BECOME PART OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING

4. TIE BIDS:

Awards will be made in accordance with 34 TAC Rules 20.36(b) (3) and 20.38 (Preferences).

5. DELIVERY:

- 5.1 Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 5.2 If delay is foreseen, bidder shall give written notice to the TXDPS and the ordering agency. Bidder must keep the TXDPS and ordering agency advised at all times of status of order.
- 5.3 Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TXDPS to purchase the goods or services of this solicitation elsewhere and charge any increased costs for the goods or services, including the cost of rebidding, to the bidder.
- 5.4 No substitutions permitted without written approval of TXDPS.
- 5.5 Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering

6. INSPECTION AND TESTS:

All goods will be subject to inspection and test by the State. Authorized TXDPS personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the bidder in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the bidder or held for disposition at bidder's expense. Latent defects may result in revocation of acceptance.

7. AWARD OF CONTRACT:

A response to this solicitation is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. State agencies shall report a vendor's performance on any purchase of \$25,000 or more from contracts administered by the commission or any other purchase made through an agency's delegated authority or a purchase made pursuant to the authority in Government Code, Title D, Subtitle D or a purchase exemption from CPA/TPASS procurement rules and procedures.

8. PAST PERFORMANCE:

A Respondent's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125 and Texas Administrative Code, Title 1, Chapter 113.6, information obtained from the Texas Procurement and Support Services' Vendor Performance Tracking System may be used in evaluating responses to solicitations for goods and services to determine the best value for the State. Respondents may fail this selection criterion for any of the following conditions:

- 8.1 A score of less than 90% in the Vendor Performance System;
- 8.2 Currently under a Corrective Action Plan through TXDPS;
- 8.3 Having repeated negative Vendor Performance Reports for the same reason;
- 8.4 Having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc).

Contractor performance information is located on the CPA web site at: http://www.window.state.tx.us/procurement/prog/vendor_performance/



STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

ITEMS BELOW APPLY TO AND BECOME PART OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING

9. PAYMENT:

Bidder shall submit 2 copies of an itemized invoice showing State order number and agency on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payment shall be made in accordance with Chapter 2251, Gov't Code.

10. PATENTS, TRADEMARKS, OR COPYRIGHTS:

Bidder agrees to defend and indemnify the TXDPS and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the TXDPS's or the State's use of any good or service provided by the bidder as a result of this solicitation.

11. BIDDER ASSIGNMENTS:

Bidder hereby assigns to the TXDPS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. §1, *et seq.*, and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code §15.01, *et seq.*

12. BIDDER AFFIRMATIONS:

Signing this bid with a false statement is a material breach of contract and shall void the submitted bid and any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

12.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

12.2 Pursuant to 15 U.S.C. §1, *et seq.* and Tex. Bus. & Comm. Code §15.01, *et seq.* neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

12.3 Pursuant to §231.006(d), Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to §231.006, Gov't Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

	Social Security Number:
	Social Security Number:
	Social Security Number:

12.4 As required by §2252.903, Gov't Code, bidder agrees that any payments due under a contract resulting from this solicitation shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Bidder shall comply with rules adopted by TXDPS under §§403.055, 403.0551, 2252.903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas

12.5 Under §2155.004, Gov't Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this solicitation is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibit a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.



STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

ITEMS BELOW APPLY TO AND BECOME PART OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING

- 12.6 Pursuant to §669.003, Gov't Code, TXDPS may not enter into a contract with a person who employs a current or former executive head of any state agency until four years has passed since that person was the executive head of the state agency. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of any state agency in the past four years. If bidder does employ a person who was the executive head of a state agency, provide the following information:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Bidder: _____

Date of Employment with Bidder: _____

- 12.7 In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 12.8 Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at the following <https://www.sam.gov/portal/public/SAM/>
- 12.9 Sections 2155.006 and 2261.053, Gov't Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005. Under §2155.006, Gov't Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this solicitation may be terminated and payment withheld if this certification is inaccurate.
- 12.10 Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this solicitation are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.
- 12.11 Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to TXDPS under the solicitation and any resulting contract, if any, and that bidder's provision of the requested items under the solicitation and any resulting contract, if any, would not reasonably create an appearance of impropriety.

13. NOTE TO BIDDER:

If bidder takes any exceptions to any provisions of the solicitation, these exceptions must be specifically and clearly identified by section in bidder's bid in response to the solicitation and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire solicitation. If any bidder takes a 'blanket exception' to the entire solicitation or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.

14. PROTEST PROCEDURES:

Any actual or prospective bidder who is aggrieved in connection with this solicitation, evaluation, or award of any contract resulting from this solicitation may formally protest as provided in TXDPS's rules at 37 TAC Rule 1.231.



STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

ITEMS BELOW APPLY TO AND BECOME PART OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING

15. DISPUTE RESOLUTION:

The dispute resolution process provided for in Chapter 2260, Gov't Code must be used by the bidder to attempt to resolve any dispute arising under any contract resulting from this solicitation.

16. NON-APPROPRIATION OF FUNDS:

Any contract resulting from this solicitation is subject to termination or cancellation, without penalty to TXDPS, either in whole or in part, subject to the availability of state funds. TXDPS is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TXDPS becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TXDPS's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TXDPS will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and TXDPS will not be required to give prior notice.

17. TEXAS PUBLIC INFORMATION ACT:

Notwithstanding any provisions of this solicitation to the contrary, bidder understands that TXDPS will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, bidder will refer to TXDPS any third party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this SOLICITATION. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.

The Department agrees to notify the Contractor in writing within a reasonable time from receipt of a request for information related to the Contractor's work under this Contract. The contractor shall cooperate with the Department in the production of documents responsive to the request. The Department shall make a determination whether to submit a Public Information Act request to the Attorney General. The Contractor shall notify the Department within twenty-four (24) hours of receipt of any third party requests for information that was provided by the State of Texas for use in performing this Contract.

The Contractor is required to make any information created or exchanged with the state pursuant to this Contract, and not otherwise accepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

18. CONFLICT OF INTEREST:

Under §2155.003, Gov't Code, a TXDPS employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of TXDPS or purchasers of other state agencies.



STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

ITEMS BELOW APPLY TO AND BECOME PART OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING

By signing the Execution of Proposal, the Respondent affirms that the execution of an agreement between Respondent and the State will not create a conflict of interest or cause an appearance of a conflict of interest. In its proposal, Respondent must disclose any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to Respondent's (and its proposed subcontractors') submission of a proposal and possible selection as contractor or its performance of the Contract.

If the circumstances certified by Respondent change or additional information is obtained subsequent to submission of proposals, by submitting a response Respondent agrees that it is under a continuing duty to supplement its response under this provision, and Respondent shall submit updated information as soon as reasonably possible upon learning of any change to their affirmation.

19. FORCE MAJEURE:

Neither bidder nor TXDPS shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this solicitation caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

20. INDEPENDENT CONTRACTOR:

Bidder is and shall remain an independent contractor in relationship to the TXDPS. The TXDPS shall not be responsible for withholding taxes from payments made under any contract resulting from this SOLICITATION. Bidder shall have no claim against the TXDPS for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

21. INDEMNIFICATION:

Acts or Omissions

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Infringements

- a) **Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS**



STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

ITEMS BELOW APPLY TO AND BECOME PART OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING

OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

- b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.
- c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

- 1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.
- 2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

22. RIGHT TO AUDIT:

In addition to and without limitation on the other audit provisions of this SOLICITATION, pursuant to §2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the bidder or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the bidder or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the bidder or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This SOLICITATION or any contract resulting from this SOLICITATION may be amended



STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

ITEMS BELOW APPLY TO AND BECOME PART OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING

unilaterally by TXDPS to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.003, Texas Government Code. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the bidder and the requirement to cooperate is included in any subcontract it awards.

23. PUBLIC SAFETY COMMISSION REVIEW:

The Texas Public Safety Commission or the Commission's designee ("Commission") shall receive notification of the following contracts awarded by the Texas Department of Public Safety (Department) since the last commission meeting.

- 23.1 Contract valued at one million dollars and 00/100 (\$1,000,000.00) or more, including available renewal options.
- 23.2 Contract Amendments (other than exercise of available renewal options) valued at \$100,000.00 or more that increase the value of the original contracts by 50% or more; and
- 23.3 Contract amendments (other than exercise of available renewal options) valued at \$500,000 or more.

The Assistant Director, Administration, shall submit these reports to the Commission.

The Commission shall review contracts prior to or after award by the Department if required by applicable law. This Policy supersedes in its entirety the Commission's Contracting Policies adopted on August 15, 2012.

24. NEWS RELEASES, ADVERTISEMENTS AND PUBLICITY:

Bidder must not make any news releases, public announcements, or public disclosures, nor will it have any conversations with representatives of the news media, pertaining to this contract, without the express, prior written approval of TXDPS, and then only in accordance with explicit written instructions from TXDPS. Bidder must not use the name of the State of Texas or TXDPS in any advertisement, promotion or otherwise for any purpose regarding this contract without the express prior written consent of TXDPS. TXDPS is not authorized to provide endorsements.

25. REDACTED DOCUMENTS:

Awarded Vendor is required to include electronically, a redacted copy of the Awarded Vendor's proposal with specified private information removed, plus an overview of the nature of the information removed.

26. CRIMINAL HISTORY BACKGROUND:

Performing Agency must have its project personnel submit to a TXDPS fingerprint-based criminal history background investigation, if required by TXDPS. To facilitate this criminal history background investigation, each person must be required to complete the TXDPS Vendor Background Information form (HR-22), which will be provided by TXDPS. Performing Agency is not responsible for any costs associated with obtaining any fingerprints for the criminal history background investigation.

If TXDPS requires a fingerprint-based criminal history background investigation, Performing Agency must not allow personnel to work on the project who have not successfully completed a TXDPS fingerprint-based criminal history background investigation and who do not otherwise maintain a TXDPS security clearance. In addition, TXDPS has the right to prevent the Performing Agency's personnel from gaining access to the TXDPS building(s) and computer systems if TXDPS determines that such personnel do not pass the background check or fail to otherwise maintain a TXDPS security clearance.

27. ACCESSIBILITY:

ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only).



STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

ITEMS BELOW APPLY TO AND BECOME PART OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING

27.1 Effective September 1, 2006, state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

Respondent shall provide TXDPS with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" <http://www.buyaccessible.gov>. Respondents not listed with the "Buy Accessible Wizard" or supplying a URL to the VPAT must provide TXDPS with a report that addresses the same accessibility criteria in substantively the same format. Additional Information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>

28. STATUTORY REPORTING REQUIREMENTS:

Pursuant to Government Code 322.020 state agencies must report certain major contracts and their contents to the Legislative Budget Board (LBB). The LBB posts major contracts and their contents onto a public database. Submission of contract materials, regardless of confidentiality indications in the contract materials, will be considered the Contractor's recognition of the stated statute and the Contractor's consent to the TXDPS' submission to LBB for publication.

29. ABANDONMENT OR DEFAULT:

If the contractor defaults on the contract, TXDPS reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible respondent. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

30. ASSIGNMENT:

Without the prior written consent of TXDPS Contractor may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

31. DRUG FREE WORKPLACE POLICY:

The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

32. NOTICE:

Any written notices required under this Contract will be by either hand delivered to Contractor's office address specified herein or by U.S. Mail, certified, return receipt requested, to TXDPS, 5805 N. Lamar Blvd., Austin, Texas 78752. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.

33. TERMS AND CONDITIONS:

Any terms and conditions attached to a bid response will not be considered unless specifically referred to on this solicitation and may result in disqualification.



STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

ITEMS BELOW APPLY TO AND BECOME PART OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING

34. INSURANCE:

Awarded bidder must comply with State of Texas Workers Compensation Insurance regulations and maintain commercial general liability insurance until work covered in this contract is completed and accepted by TXDPS. Proof of insurance must be provided upon request by TXDPS. Prior to the commencement of work under this contract, the Contractor shall procure and maintain at its expense during the term of the Contract or any extensions thereof, insurance as listed below. Insurance shall be written by companies acceptable to the Department and authorized to do business in the State of Texas. Policies shall include terms and provisions indicated below. The Contractor shall provide and make available, at no cost to TXDPS, copies of policy declaration pages and policy endorsements and furnish evidence of the following insurance:

- 34.1 **Workers' Compensation and Employers' Liability coverage with minimum policy limits for employers' liability of \$1,000,000.00 bodily injury per accident, \$1,000,000.00 bodily injury disease policy limit and \$1,000,000.00 per disease, per employee. Workers' compensation insurance coverage must meet the statutory requirements of Texas Labor Code, Section 401.011(46). Certification in writing from contractor and subcontractors shall be provided to TXDPS in accordance with Texas Labor Code, Section 406.096.**
- 34.2 **Commercial General Liability Insurance** including, but not limited to:
- a) Premises/Operations, Personal injury & Advertising Liability, Products/Completed Operations, Independent Vendors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of one million and 00/100 dollars (\$1,000,000.00) per occurrence,
 - b) One million and 00/100 dollars (\$1,000,000.00) products/completed operations aggregate and
 - c) Two million and 00/100 (\$2,000,000.00) general aggregate.
 - d) Medical Expense each person: \$5,000
 - e) Damage to premises rented to you: \$50,000
- 34.3 The policy shall contain the following provisions:
- a) Blanket contractual liability coverage for liability assumed under the contract;
 - b) Independent contractors' coverage;
 - c) State of Texas, TXDPS, its officials, directors, employees, representatives and volunteers must be listed as additional insured's;
 - d) Thirty (30) day Notice of Cancellation in favor of TXDPS; and
 - e) Waiver of Transfer Right of Recovery Against Others in favor of TXDPS.
- 34.4 Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- 34.5 Alternate acceptable limits are \$250,000.00 bodily injury per person, \$500,000.00 bodily injury per occurrence and at least \$100,000.00 property damage liability per accident.
- 34.6 If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than sixty (60) months following completion of this Contract and acceptance by the Department.
- 34.7 Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this Contract. Civil Rights Liability shall be provided with the same liability limits. It may be included within the General Liability policy or written on a separate policy;
- 34.8 Liability coverage shall include coverage for damage to property and injury to persons caused by boiler and other equipment malfunction. The policy shall contain an endorsement to include coverage for the property of third parties.

The Department shall be named as an additional insured by using endorsement CG2026 or broader.

If insurance policies are not written for amounts specified above, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability insurance is provided, it shall follow the form of the primary coverage.



STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

ITEMS BELOW APPLY TO AND BECOME PART OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING

Each policy of required insurance shall provide for thirty (30) days written notice of cancellation to TXDPS and include the following provisions. "It is a condition of this policy that the Company shall furnish written notice to TXDPS, Contract Administrator, Procurement and Contract Services Bureau, 5805 North Lamar Blvd, Austin, TX 78752 thirty (30) days in advance of any reduction in, or cancellation of this policy".

Insurance shall be effective and evidence of acceptable insurance furnished to TXDPS, prior to commencing any operations under this Contract.

Required Provisions: The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- 34.9 Name the Department and its commissioners, officers, and employees as additional insured to all applicable policies.
- 34.10 Waive subrogation against the Department, its commissioners, officers and employees, for bodily injury (Including death), property damage or any other loss.
- 34.11 Provide that the Contractor's insurance is the primary insurance in regards to the Department, its commissioners, officers, and employees
- 34.12 Provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- 34.13 Ensure that all certificates of insurance identify the service or product being provided and the name of responsible party.
- 34.14 The Contractor through an insurance agent licensed by the State of Texas shall obtain all insurance coverage and an insurance company licensed to issue such coverage in this State shall provide such coverage. No "self-insurance" coverage shall be acceptable. Local governmental entities, such as municipalities or counties, may submit proof of financial responsibility acceptable to the Department in lieu of commercial insurance policies.
- 34.15 All Insurance coverage obtained by the Contractor shall continue in full force and effect during the term of the Contract... No Contract shall be entered into between the Contractor and the Department unless insurance coverage binders are received by the date scheduled for the execution of the Contract. Proof of insurance policies must be delivered prior to the date on which the services of the Contractor shall commence.
- 34.16 All insurance coverage is to be provided by insurance carriers permitted to conduct business in Texas. All insurance carriers shall be, at a minimum, rated "A VII" by A.M. Best or equivalent rating by a similar insurance rating service.
- 34.17 The Contractor may choose the amount of deductible for any other insurance coverage required (above) to be obtained by the Vendor, but in no event shall such deductible for each occurrence exceed five (5) percent of the required yearly aggregate limit of coverage.
- 34.18 The Contractor is responsible for the first dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.
- 34.19 The limits required herein are minimum acceptable. However, these limits are not to be construed as being the maximum any prospective Contractor may wish to purchase for their own benefit.

35. TERMINATION:

This Contract may be terminated or cancelled in any of the following circumstances:

- 35.1 **TERMINATION BY DEFAULT:** In the event that Vendor fails to carry out or comply with any of the requirements of this Contract (including but not limited to any statement, representation or warranty in this Contract that is false, misleading, or erroneous in any material respect) with Department, Department may notify Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) calendar days. In the event that Vendor fails to remedy such failure or default within the ten (10) calendar day period, Department will have the right to cancel this Contract upon ten (10) days written notice.



STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

ITEMS BELOW APPLY TO AND BECOME PART OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING

- 35.2 **TERMINATION FOR UNAVAILABILITY OF FUNDS:** This Contract may be terminated as provided in the section herein entitled "Availability of Funds; Legislative Action." The Parties understand and agree that the obligations of TXDPS under this Contract are contingent upon the availability of funds to meet TXDPS liabilities hereunder. If these funds become unavailable to TXDPS, TXDPS may immediately terminate this Contract without penalty to or any liability whatsoever on the part of TXDPS, the State of Texas, and the United States.
- 35.3 **TERMINATION FOR CONVENIENCE:** This Contract may be terminated, without Penalty, by TXDPS, without cause by giving thirty (30) calendar days written notice of such termination to Vendor.
- 35.4 **TERMINATION BY MUTUAL AGREEMENT:** This Contract may be terminated upon mutual written agreement.
- 35.5 **TERMINATION FOR CAUSE:** This Contract may be terminated by TXDPS if Vendor fails to perform as agreed or is otherwise in default, without the necessity of complying with the requirements in the section herein entitled "Termination by Default." TXDPS will provide Vendor with written notice to terminate this Contract, which termination will become effective immediately upon Vendor's receipt of the notice.
- 35.6 **TERMINATION FOR LISTING ON FEDERAL EXCLUDED PARTY LIST, THE TERRORISM LIST (EXECUTIVE ORDER 13224) OR ON THE STATE OF TEXAS DEBARRED VENDOR LIST: TXDPS shall have the absolute right to terminate this Contract without recourse as follows:**
- 1) If Vendor becomes listed on the prohibited Vendors list authorized by Executive Order #13224 "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of Treasury, Office of Foreign Assets Control; or
 - 2) If Vendor becomes suspended or debarred from doing business with the federal government as listed in the Systems for Award Management List (SAM) maintained by the General Services Administration; or
 - 3) If Vendor becomes listed on the State of Texas Debarred Vendor List TXDPS will provide Vendor with written notice to terminate this Contract, which termination will become effective immediately upon Vendor's receipt of the notice.
- 35.7 **GENERAL TERMINATION PROVISIONS:**
- 1) **The termination of this Contract, under any circumstances whatsoever, will not affect or relieve Vendor from** any obligation or liability that may have been incurred pursuant to this Contract, and such cancellation by TXDPS will not limit any other right or remedy available to TXDPS at law or in equity.
 - 2) This Contract does not grant Vendor a franchise or any other vested property right.
 - 3) In the event of termination hereunder, TXDPS shall not be considered in default or breach of this Contract, nor shall it give rise to any liability whatsoever on the part of TXDPS whether such claims of Vendor are for compensation of anticipated profits, unabsorbed overhead, interest on borrowing, or for any other reason.
 - 4) Vendor shall, unless mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TXDPS shall be liable for payments limited only to the portion of the work TXDPS authorized in writing and which Vendor has completed, delivered to TXDPS, and which has been accepted by TXDPS. All such work shall have been completed, per this Contract's requirements, prior to the effective date of termination.
 - 5) TXDPS reserves the right to recover reasonable costs, fees, expenses, and other amounts or damages available to TXDPS under this Contract or under applicable law, including, but not limited to, attorneys' fees and court costs, if termination is at Vendor's request or if termination is for cause. This right is in addition to any other remedies available to TXDPS under this Contract or applicable law. TXDPS reserves the right to pursue any and all applicable rights and remedies if this Contract is terminated for any reason and TXDPS expressly waives no such rights or remedies.
 - 6) If this Contract is terminated for cause or default, TXDPS reserves the right to re-solicit or re-award this Contract to the next best responsive and responsible respondent. TXDPS will not consider the



STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

ITEMS BELOW APPLY TO AND BECOME PART OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING

- defaulting Vendor in the re-solicitation and TXDPS may not consider the defaulting Vendor in future solicitations for the same type of work, unless the specification or scope of work significantly changes
- 7) If this Contract is terminated for any reason, TXDPS and the State of Texas shall not be liable to Vendor for any damages, claims, losses, or any other amounts arising from or related to any such termination.
 - 8) However, Vendor may be entitled to the remedies provided in Texas Government Code, Chapter 2260.

36. HISTORICALLY UNDERUTILIZED BUSINESS PARTICIPATION REQUIREMENTS:

This Subsection applies if TXDPS determined that sub-contracting opportunities were probable for procurements/ contracts with an estimated value of \$100,000 and over.

36.1 Definitions.

For purposes of this Section:

- 1) “**Historically Underutilized Business**” or “**HUB**” means an entity where its principle place of business is in Texas and 51% or more is owned and operated by one or more economically disadvantaged persons as defined by Texas Government Code, §2161.001, and, Texas Administrative Code, Title 34, §20.12.
- 2) “**HSP**” means a HUB Subcontracting Plan.
- 3) “**HUB requirements**” means this section is governed as defined by Texas Government Code, §2161.252(b) - §2161.253, and, Texas Administrative Code Title 34, §20.14.

36.2 HUB Requirements.

- 1) Contractor must submit an HSP for TXDPS’s approval.
- 2) Contractor must submit a report to TXDPS’s contract manager and the TXDPS HUB Program Office monthly, in the format required by the TXDPS HUB Program Office, of its use of subcontractors (i.e., HUBs and Non-HUBs) to fulfill the subcontracting opportunities identified in the HSP.
- 3) If the Parties amend the Agreement to include a change to the scope of work, should the TXDPS HUB Program Office determine a probability for additional subcontracting opportunities, the Contractor must submit a HSP Change Request Form and, if applicable, a revised HSP to the TXDPS HUB Program Office. All proposed changes to the HSP must comply with the requirements of Section 33(b), (4).
- 4) Contractor shall obtain prior written approval from the TXDPS HUB Program Office before making any changes to the HSP. The proposed changes must comply with TXDPS’s HUB Program Office good faith effort requirements relating to the development and submission of a HSP.
- 5) TXDPS’s HUB Program Office will determine if the Contractor made a good faith effort to utilize HUBs for subcontracting opportunities identified in the procurement/contract as it relates to **Section 33(b), (1), (3), and (4)**, and, the HUB subcontracting provisions specified in the Contractor’s HSP.
- 6) During the term of the contract, if the TXDPS HUB Program Office determines that the Contractor’s subcontracting activity does not demonstrate a good faith effort, the Contractor may be subject to provisions in the Vendor Performance and Debarment Program (34 T.A.C., Part 1, Chapter 20, Subchapter C, Rule §20.105), and subject to remedies for Breach of contract.

37. CERTAIN BIDS AND CONTRACTS PROHIBITED (Sec. 2155.004):

This Contract may be terminated, without penalty, by TXDPS, without cause by giving thirty (30) calendar days written notice of such termination to Vendor.

- 37.1 A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based.



STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

ITEMS BELOW APPLY TO AND BECOME PART OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING

- 37.2 A bid or award subject to the requirements of this section must include the following statement:
Under Section 2155.04, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 37.3 If a state agency determines that an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded under Subsection 37.1, the state agency may immediately terminate the contract without further obligation to the vendor.
- 37.4 This section does not create a cause of action to contest a bid or award of state contract. This section does not prohibit a bidder or contract participant from providing free technical assistance to a state agency.

38. APPLICABLE LAW VENUES:

This Contract shall be governed and construed in accordance with the laws of the State of Texas. The venue of any suite arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

39. OWNERSHIP/INTELLECTUAL PROPERTY, INCLUDING RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE:

For the purposes of this Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property or other property developed, produced, or generated in connection with this Contract. All work performed pursuant to this Contract is made the exclusive property of TXDPS. All right, title and interest in and to said property shall vest in TXDPS upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in TXDPS, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to TXDPS. TXDPS shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give TXDPS and/or the State of Texas, as well as any person designated by TXDPS and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract.

Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the "Work". Contractor and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to investigation or audit. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by TXDPS and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor.

Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Contractor's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize the TXDPS and the State of Texas to immediately assess appropriate damages for such failure. Pursuant to Government Code, §2262.003 the acceptance of funds by Contractor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. Contractor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.



STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

ITEMS BELOW APPLY TO AND BECOME PART OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING

Furthermore, under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

40. TAXES:

Purchases made for state uses are exempt from Texas State Sales Tax and Federal Excise Tax. An Excise Tax Exemption Certificate will be furnished upon written request to the Texas Department of Public Safety.

41. SUBSTITUTIONS:

Substitutions are not permitted without written approval of the Texas Department of Public Safety.

ATTACHMENTS

List of Attachments	Description	Page
Attachment A	Checklist.....	26-27
Attachment B	Scope of Work, Specifications, and Drawings	28-85
Attachment C	Verifications	86-87
Attachment D	Wage Rates	88-93

ATTACHMENT A

CHECKLIST

Checklist

A complete Bid response will consist of the items identified below.

Bidder shall complete this Checklist to confirm the items in its Bid. Place a check next to each item that Bidder is submitting to TXDPS. This Checklist shall be returned with the Bid response.

Document Name/Description

- Checklist

- If NOT submitting through eProcurement System, documents included in this IFB shall be returned with the Bid. Please utilize the Checklist to ensure the Bid is complete. (Page 1 of IFB must be signed)

- If submitting through eProcurement System, Bidder Affirmations, Section 21.1 and 21.2, shall be uploaded to the Attachments Tab of eProcurement using the following link:

<https://eprocure.dps.texas.gov/bsso/login.jsp>

- If not submitting through eProcurement System, Bidder Affirmations, Sections 21.1 and 21.2 of this IFB shall be completed and returned with the Bid. **-DO NOT LEAVE THESE QUESTIONS BLANK or use N/A.** If these sections are not applicable to your company, use the following language:
 - a) Paragraph 21.1 “No owners with at least 25%”
 - b) Paragraph 21.2 “Do not employ a former executive head of any agency”

- Mandatory Site Visit

- Verifications (Attachment C)

- Certificate of Insurance (*Awarded Vendor Only*)

- Payment Bond (*Awarded Vendor Only*)

ATTACHMENT B

**SCOPE OF WORK
SPECIFICATIONS
DRAWINGS**



TXDPS: CHILDRESS, TX
SCOPE OF WORK (SOW)

The Texas Department of Public Safety (TXDPS) is requesting bids for the demolition and disposal of an existing corrugated concrete fiber roof and replace with a new prefabricated R-metal panels roofing system and its components for the TXDPS Childress Workshop. Included with this Scope of Work are related documents: Standard Terms and Condition (Rev. 7/13), general requirements stated herein, specifications and appendixes.

GENERAL REQUIREMENTS:

1. Scope of Work
2. Standard Terms and Condition (Rev. 7/13)

SPECIFICATIONS:

1. Section 01400 – QUALITY ASSURANCE REQUIREMENTS
2. Section 01500 – TEMPORARY FACILITIES AND CONTROLS
3. Section 01600 – PRODUCT REQUIREMENTS
4. Section 01730 – CUTTING AND PATCHING
5. Section 01740 – CLEANING
6. Section 02070 – SELECTIVE DEMOLITION
7. Section 06100 – ROUGH CARPENTRY
8. Section 07411 – PREFORMED METAL ROOFING
9. Section 07521 – MODIFIED BITUMINOUS MEMBRANE ROOFING
10. Section 07620 – SHEET METAL FLASHING AND TRIM

APPENDIXES:

1. Appendix 01: Existing Roof Photos

PROJECT LOCATION:

Region 5: Childress, Texas DPS District Facility
1700 Ave F., Childress, TX 79201

PART 1 – GENERAL REQUIREMENT

- 1.1 PROVIDE CONSTRUCTION SERVICES FOR TXDPS CHILDRESS FACILITY TO INCLUDE:
- A. Work in this Contract is comprised of the demolition of an existing corrugated concrete fiber roof and install a new prefabricated 26-Guage R-metal panels roofing system and its components, including all materials, ridge caps, vents, metal edge, flashing, and all other general rooftop accessories as needed.
 - B. The Work also includes the demolition of a buildup roof and replace with a new modified bituminous roofing system.
 - C. Metal Color: “Light Stone”. Submit metal panels color samples for TXDPS Contractor Monitor’s approval.
 - D. Remove any HVAC vents and pipes that are defunct. Consult with TXDPS Contract Monitor prior to work.
 - E. Provide minimum of five (5) years Warranty on all installation work.
 - F. Provide minimum of thirty (30) years manufacturer’s warranty on material and workmanship.
- 1.2 DEFINITION
- A. TXDPS: Texas Department of Public Safety = Owner.
 - B. Contractor/Contractor: Primary party responsible for coordination of their own employees or their respective sub-contractor groups to complete the contract project to meet these specifications.
 - C. Installer/Applicator/Erector: Entity engaged by Construction Manager as an employee, Subcontractor, or Sub- subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - D. TXDPS Contact: Owners primary representative for this project having authority to communicate project details and accept or deny final installation completion.
 - E. TDLR-TAS: Texas Department of Licensing and Regulation – Texas Accessibility Standards.
- 1.3 PREFERRED PRODUCTS
- A. Pursuant to Texas Government Code 2155.444 and 2155.4441, when quality, availability, and price of materials are comparable, provide those produced within the following distances from the Project site (listed in order of preference): 1. Within the State of Texas and within 500 miles; 2. Within the State of Texas and greater than 500 miles; 3. Within the United States and within 500 miles; 4. Within the United States and greater than 500 miles; 5. Outside the United States and within 500 miles; 6. Outside the United States and greater than 500 miles.
- 1.4 CONTRACT METHOD
- A. Project will be constructed under a single prime contract.
 - B. Contractor is mandated to make a scheduled site visit prior to sending in their bid proposal.
- 1.5 CONSTRUCTION DELIVERY METHOD

- A. Construction Delivery Method shall be Competitive Sealed Proposal.
- B. TXDPS reserve the rights to reduce Scope of Work. In such cases, TXDPS will send out a revised Scope of Work to bidders for a revised bid.

1.6 QUALITY ASSURANCE

- A. All materials must adhere to manufacture's specs and the SOW as stated herein.
- B. Maintain quality control over subcontractors, suppliers, manufacturers, products, services, workmanship, and site conditions, to produce Work in accordance with the SOW and Contract Documents.
- C. Upon completion of work and payment made by TXDPS, Contractor shall provide to TXDPS no less than a thirty (30) years manufacturer's warranty of all materials and workmanships and five (5) years of installation services rendered in this SOW. Contractor shall also certify that products and services are free from all liens.
- D. Contractor shall provide all necessary protection of existing work and newly added work.
- E. Installer Qualifications: Engage an experienced installer/applicator that is experienced in the installation of prefabricated metal panels and modified bituminous roofing systems similar in material, design, and extent to those indicated for this project. Engage an installer who employs only persons trained for installations of systems indicated. Engage an installer or applicator for sub contract requirements qualified to apply or install supplemental systems as required.
- F. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.
- G. Comply with specified reference standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- H. Provide Quality Assurance Site Visits and Reviews of Work at least once per week by an Owner or Officer of the General Contracting firm.

1.7 QUALITY CONTROL

- A. Contractor is responsible for properly disposing of all debris including removed materials, trash, or construction debris associated with this project. Removal shall not utilize TXDPS'S dumpster or equipment unless authorized.
- B. TXDPS will identify an exterior staging area for use by the contractor. This temporary staging area must be maintained in a neat and orderly manner and restored to original condition upon completion.
- C. Any container used as part of this contract is subject to inspection upon being located on TXDPS'S property.
- D. Contractor shall efficiently schedule all work to ensure work will be done in as few calendar days as possible for optimum installation to meet warranty requirements. All work shall be continuous to insure the facility impact is minimal with limited disruptions. Every effort shall be made to eliminate any down time and get TXDPS operations back in service as quickly and safely as possible. The exact dates will be coordinated with the TXDPS Contact.

- E. Protect materials from damage, soiling and deterioration.
- F. New installation shall comply with all state and local rules, regulations and ordinances.

1.8 PERFORMANCE REQUIREMENTS

- A. All work shall be considered new unless otherwise indicated.
- B. The Contractor shall assume full responsibility for the accuracy, fit and stability of all parts of the work.
- C. No plans shall be scaled; dimensions shall be used.
- D. All labor, materials and installations must comply with the codes, rules and regulations of local, state and federal authorities having jurisdiction. Any discrepancy which exists between the requirements by the SOW, specifications, said codes, rules and regulations shall be immediately brought to the attention of TXDPS Contact, in writing for resolution.
- E. The Contractor shall provide all necessary protection of existing work and newly added work and are responsible for its damage or lose. Any lost to vandalism and theft do to the Contractor's negligence will be the sole responsibility of the Contractor to replace at no cost to TXDPS.
- F. The Contractor shall be responsible for adequately bracing and protecting all work during construction against damage, breakage, collapse, distortion and misalignment according to applicable codes and standards.
- G. The Contractor shall repair and restore to its original condition all work and items damaged as a result of building operations and shall leave the work completed to the true intent of the SOW and to the satisfaction of TXDPS.
- H. Any disturbance or damage to the existing building, site or utilities resulting from either directly or indirectly from the building operations shall be promptly repaired, restored or replaced to the satisfaction of TXDPS at no additional cost to TXDPS.
- I. The Contractor shall coordinate the work of any and all Sub-Contractors.
- J. All materials and construction to be incorporated in the work shall be in strict accordance with the latest editions of IBC, ADA and State of Texas Accessibility Code and shall conform to the standards and recommendations of the various trade institutes where applicable.
- K. Manufacturer's Instructions:
 - 1. Require compliance with instructions in full detail, including each step in sequence. Do not omit preparatory steps or installation procedures unless specifically modified or exempted by the SOW.
 - 2. Should instruction conflict with Contract Documents, request clarification from TXDPS Contact before proceeding.
- L. Manufacturer's Certificates:
 - 1. When required in individual specifications section, submit manufacturer's certificate, in duplicate, certifying that products meet or exceed specified requirements, executed by responsible officer.
- M. TXDPS will ensure spaces are clear for Contractor to begin work. However, should there be left items, Contractor is responsible for tagging, moving and stowing items during the

construction process and putting it back in its original location once construction is complete. Contractor is responsible for notifying TXDPS Contact should such cases arise prior to proceeding.

1.9 PROJECT CONDITIONS

- A. The building will be occupied and in use during construction, take necessary precautions to create as little disturbance or disruption to the building and its occupants as possible during the work.
- B. Supply, install, and maintain barriers, protection, warning lines, lighting, and personnel required to segregate the work area(s) from pedestrian or vehicular traffic, as well as to prevent damage to the building, its occupants, and the surrounding landscaped and paved areas. The Contractor shall observe all applicable OSHA requirements.
- C. Schedule and execute work without exposing the building interior to the effects of inclement weather. Protect the building and its occupants against such risks and repair/replace work related damage to TXDPS'Ss satisfaction.
- D. The Contractor shall not be responsible for reported roof related leaks which exist prior to initiating work in the leak areas. The Contractor shall be responsible for all roof related leaks and damage to existing roofing at all locations in which he has initiated work, to include trafficking and materials storage. If damage occurs, the Contractor shall repair damaged areas. Provide and maintain necessary protection and repairs to existing roofing to prevent interior leakage.
- E. Supply labor, equipment, tools and appliances necessary for the proper completion of the work.
- F. Do not install roofing systems or sealants during precipitation, including fog, or when air temperature is below 40° F (4° C) or is expected to go below 40° F (4° C) during application, or when there is, frost, moisture, or visible dampness on the roof.
- G. Schedule, execute, and coordinate work on a daily basis so that components are installed completely and permanently as specified.
- H. Schedule, coordinate, and execute work to avoid traffic on completed roof areas. Coordinate work to prevent this situation by working away from completed roof areas, toward roof edges and access ways.
- I. Roofing that is removed shall be made 100% weather tight in the same day's operations.
- J. Supply shoring, supports, and other items or materials necessary to brace and support the structure, fixtures, and facilities affected by the work. This includes, but is not limited to, heating and air handling ducts, lighting, rooftop equipment and other items presently supported by or suspended from the roof decks to be removed, and associated structural members. If necessary, supply temporary walkways and ramps necessary to remove existing decking systems and install the replacement deck materials.
- K. Roof construction and materials shall comply with these specifications and the latest editions of the following:
 - 1. The National Roofing Contractors Association (NRCA) "Roofing and Waterproofing Manual".
 - 2. Factory Mutual Research Corporation (FM) publications "Loss Prevention Data for Roofing Contractors" and "Building Materials Approval Guide".

3. Underwriters Laboratories, Inc. "Roofing Materials and Systems Directory".

- L. All work shall be performed in accordance with applicable Federal, State, and local code requirements and publications.
- M. All workmanship and materials shall be of the best construction practice. Should a conflict arise between the specification requirements and those of the referenced publications, the better quality or more stringent requirement will prevail. Specification requirements that exceed the minimum requirements of the manufacturer shall be complied with by the Contractor.
- N. Coordinate the work in this Section with other Sections, including preparatory work, building protection, daily clean-up, and protection of building, with occupants.
- O. Supply labor, vacuums, tools and appliances necessary to keep the exterior building and site areas below and around the construction clean, with as little accumulation of dust and debris as possible on a daily basis.

1.10 REFERENCES

- A. Applicable publications: Publications listed herein form a part of this Specification to the extent referenced and are indicated in the text by basic designation only. Applicable publications referenced shall be those that were issued and in use at the time of the Bid Submission.

1.11 PRECONSTRUCTION CONFERENCE

- A. A preconstruction conference will be held with TXDPS Regional Commander, TXDPS Regional Field Manager, TXDPS Contact, Contractor, and involved trades to discuss all aspects of the project. The Contractor's foreman or field representative will attend this conference. The foreman must be English-speaking and shall be on site at all times that work is performed.
- B. TXDPS shall reserve the right to require an alternate superintendent and/or foreman.
- C. The preconstruction conference shall not be held until all specified submittals have been received, reviewed and accepted as to form by TXDPS'Ss Contact.
- D. Delivery of materials and commencement of construction shall not proceed until the preconstruction conference is held. Delays in obtaining a complete set of submittals shall not extend the contracted completion date.

1.12 EMERGENCY RESPONSE

- A. The Contractor shall provide TXDPS with after-hours (24 hour) emergency telephone numbers of the Contractor's superintendent and foreman.
- B. The Contractor must respond to emergency situations or calls within two (2) hours.

1.13 SUBMITTALS

- A. All samples that are required in the specifications should be sent to:

Yen Nguyen
Texas Department of Public Safety Facilities Division
5805 N. Lamar Blvd
Austin, Texas 78752
Email: yen.nguyen@dps.texas.gov

1.14 DELIVERY, STORAGE AND HANDLING

- A. Deliver any new materials in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating brand name and directions for storage and mixing with other components.
- B. Store all project materials to prevent deterioration from moisture, heat, cold, direct sunlight, or other detrimental effects. The contractor is responsible for short term storage for the project components off site. While a bonded warehouse location is preferred, a contractor supplied storage unit can be utilized if it is in a secure location.
- C. Delivery of stored materials shall be coordinated with the TXDPS Building Manager through the TXDPS Contact. Any exterior storage locations must be approved by the location Building Manager and provisions must be made for long term protection from the elements in the event until they are subjected to more than 24 hours exposure or inclement weather is forecast. This protection must be maintained until all components are finally set in their final predetermined installed locations.

1.15 CONSTRUCTION SCHEDULE

- A. All field work installations at the listed location shall be scheduled to facilitate continued facility usage as required by the TXDPS. Access time for phases of construction must be scheduled ahead of actual work with TXDPS Contact.
- B. Prior approval must be received from TXDPS Contact if scheduled project tasks may impact regular TXDPS facility operational schedule.
- C. It is the intent TXDPS to have portions of the existing roof assembly removed and replaced in a completed, watertight condition on a daily basis.
- D. Proper coordination of all aspects of the work by the Contractor and any sub-trades is critical to ensure proper installation and performance of the work. The Contractor's Construction Schedule shall clearly outline the coordination between job tasks of all involved disciplines. Subject to review and acceptance by the TXDPS, this Schedule will be strictly adhered to by the Contractor and sub-trades.
- E. The Contractor's Construction Schedule shall clearly identify the on-site crew foreman and the size of the crew to be utilized. The crew size shall remain consistent and work shall be continuous throughout the project, from start-up to completion.
- F. TXDPS shall review the Contractor's Construction Schedule prior to the start of any work. After defining the location(s) of the work progress, TXDPS shall arrange to control occupancy in the building to the greatest extent possible. It shall be the responsibility of the Contractor to supply TXDPS with written notice, 72 hours in advance, if his work location(s) for a workday is different from the schedule. The Contractor shall update his Construction Schedule weekly and submit a copy to TXDPS for review.
- G. The Contractor shall schedule periodic site visits by the Membrane Manufacturer providing the warranty during the construction period. Announce the Manufacturer's site visit (inspection) to TXDPS 72 hours prior to its occurrence. Visits by the Manufacturer's Representative shall be made prior to project start-up, one week into the start of construction, with inspections prior to the installation of the membrane surfacing, at project completion, and as requested by TXDPS. The Contractor shall provide TXDPS a copy of the Manufacturer's written report for each inspection, indicating Manufacturer's comments pertaining to installation of materials and any corrective recommendations. In addition, the Contractor is responsible to notify and obtain acceptance from the Membrane Manufacturer on detail changes that may affect the roof system warranty.

1.16 WORK HOURS

- A. The Contractor will be allowed to work at the project site between the hours of 7:00 a.m. and 5:00 p.m., local time, Monday through Friday. Work outside these hours may be allowed with 72 hours minimum notice to TXDPS. Work on Saturday or Sunday may be performed from 8:00 a.m. to 4:30 p.m., with prior approval from TXDPS. TXDPS reserves the right to disapprove or suspend a request to work outside of normal working hours.

1.17 PROGRESS MEETINGS

- A. Progress meetings shall be scheduled weekly by TXDPS or as deemed necessary.

1.18 DIMENSIONS AND QUANTITIES

- A. Verify dimensions and quantities in the field prior to bid submission.
- B. The Contractor is solely responsible for means and methods of construction. Make necessary investigations to become familiar with the project conditions.
- C. Additional compensation due to unfamiliarity with project conditions will not be considered.

1.19 MATERIAL AND SAFETY DATA SHEETS

- A. Material safety data sheets (MSDS) shall be submitted in complete sets for all products to be used prior to any work being performed.

1.20 WARRANTY

- A. Installer shall furnish a single, written warranty covering 100% of the new material and labor costs protecting the owner, for a period of thirty (30) years from date of installation.
- B. In the event of component damage from the use of incompatible materials, or during installation any accident, mishandling, improper transportation methods or negligence on part of the Contractor or Sub-Contractor forces, the Primary Contractor shall be responsible for replacement at no cost the TXDPS.
- C. Refer to specific sections of the specification for systems and product warranty requirements. Verify with Manufacturer of proposed systems and products that specified warranty requirements are acceptable, without exception, prior to selecting materials for use on this project.
- D. Submit a full Contractor's Guarantee of the Work to be free from defect in materials and workmanship upon Substantial Completion, and prior to final payment. This Guarantee shall be for a period of five (5) years from the date of Substantial Completion, and shall be signed by a Principal of the Contractor's firm, and sealed if a corporation.
- E. Submit a letter from the manufacturer acknowledging that completed Work is acceptable and that warranty remains in effect.

1.21 BACKGROUND CHECK PROCEDURES

- A. Contractor must have its project personnel submit to a TXDPS identification-based criminal history background investigation in accordance to the terms and conditions requirements of TXDPS.

1.22 FINAL INSPECTION AND PAYMENT

- A. Inspections: TXDPS will conduct inspections of the project to verify work is in general compliance with the project intent, Contract Documents, and specifications prior to issuing payments to the Contractor. Inspections will be done by TXDPS Contact or designated representative and may be conducted at any time, prior to payments and at a minimum prior to final payments to the Contractor.
- B. Final Inspection: The Contractor and the TXDPS Contact or designated representative shall provide a comprehensive final inspection after completion of the project. All application errors shall be addressed and final punch list items completed prior to rendering any final payments.

1.23 PERMITS

- A. The Contractor will obtain and pay for any and all permits required to perform the work.

1.24 TXDPS OCCUPANCY

- A. TXDPS will occupy premises during entire construction period. Cooperate with TXDPS in scheduling operations to minimize conflict with TXDPS'Ss use of facility.
- B. Predetermine and obtain approval, in advance from TXDPS, for vertical and horizontal transportation of labor and construction materials onto and off of the building roof.
- C. Do not transport labor or construction materials to the roof via the interior of the facility.

1.25 PRE-JOB DAMAGE SURVEY OF FACILITY

- A. Perform a thorough pre-job survey of property and all affected and adjacent areas of the building with TXDPS prior to starting the work in order to document existing damage. Damaged items identified during the survey will not be the responsibility of Contractor unless further damaged by Contractor during execution of project.

1.26 CORRECTION OF DAMAGE TO PROPERTY

- A. Consider any damage to building or property not identified in the pre-job damage survey as having resulted from execution of this Contract and correct at no additional expense to TXDPS.
- B. The Contractor will include in the Base Bid the cost to perform any roof related repair that is due to Contractor's faulty workmanship and/or materials.
- C. Repair, immediately, damages to facility or site that present a safety hazard or danger to the public.

1.27 SUMMARY OF PROJECT REQUIREMENTS

- A. The Work requirements of the Contract are summarized by reference to the Bidding Requirements, the Contract forms, the Conditions of the Contract, the Specification, the Drawings, and Addenda and Contract Modifications, including, but not limited to, the printed matter referenced in these requirements. It is recognized that the Work is affected or influenced by governing regulations, natural phenomenon (including weather conditions), unforeseen conditions uncovered by the Work, and other forces outside of the Contract Documents.

PART 2 – PRODUCT

2.1 REFERE TO INDIVIDUAL SPECIFICATIONS.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Contractor shall check and verify all dimensions, notes, conditions and location of existing poles, cables or equipment in the installation area on site before any construction work starts. All discrepancies shall be reported to TXDPS Contact. No extra charge of compensation will be allowed on account of any difference between actual measurements and measurements or dimensions supplied by TXDPS, either verbally or in written form.
- B. Examine substrates and conditions under which Work is to be performed. Do not commence work over unsatisfactory conditions detrimental to proper and timely execution of Work.
- C. Do not proceed with Work until unsatisfactory conditions have been corrected.
- D. Commencement of installation constitutes acceptance of conditions and cost of any corrective measures are the responsibility of the Contractor.
- E. The Contractor is responsible for notifying the TXDPS Contact should there be a discovery of asbestos during the demolition process. In such cases, Work will cease until there is a resolution and permission from TXDPS Contact to commence work.

3.2 PREPARATION

- A. Ensure preparatory works are correctly done prior to main work.
- B. Notify TXDPS Contact in writing of any discrepancies which would affect proper installation. Install after discrepancies are corrected.

3.3 INSTALLATION

- A. Install roofing system and components in accordance with manufacturer's instructions.
- B. Contractor is responsible for all flashing, slopes and elevation lines of roof to drain.

3.4 CLEAN-UP

- A. Restore property of TXDPS to its original condition prior to the start of construction. Refer to Section 015000 - Temporary Facilities and Controls. General clean-up of the site shall be performed on a daily basis.
- B. Clean, restore, and/or replace items stained, dirtied, discolored, or otherwise damaged due to the Work, as required by TXDPS.
- C. Clean roof, building (interior and exterior), landscaped areas, and parking areas so they are free of trash, debris and dirt caused by or associated with the Work.
- D. Sweep work areas.

END OF SCOPE OF WORK



TXDPS: Childress, TX New Roof

SPECIFICATIONS INCLUDE:

1. Section 01400 – QUALITY ASSURANCE REQUIREMENTS
2. Section 01500 – TEMPORARY FACILITIES AND CONTROLS
3. Section 01600 – PRODUCT REQUIREMENTS
4. Section 01730 – CUTTING AND PATCHING
5. Section 01740 – CLEANING
6. Section 02070 – SELECTIVE DEMOLITION
7. Section 06100 – ROUGH CARPENTRY
8. Section 07411 – PREFORMED METAL ROOFING
9. Section 07521 – MODIFIED BITUMINOUS MEMBRANE ROOFING
10. Section 07620 – SHEET METAL FLASHING AND TRIM

01400
QUALITY REQUIREMENTS

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Requirements for Contractor to provide quality-assurance and -control services required by TXDPS Contact or authorities having jurisdiction are not limited by provisions of this Section.
- C. See specific specification sections for testing and inspection requirements.

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements.
- C. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- I. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

- A. If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to TXDPS Contact for a decision before proceeding.

- B. The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to TXDPS Contact for a decision before proceeding.

1.4 SUBMITTALS

- A. If required and for TXDPS's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.6 QUALITY CONTROL

- A. Inspections are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by TXDPS, unless agreed to in writing by TXDPS.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing to the TXDPS Contact.
- C. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with TXDPS Contact and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify TXDPS Contact and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.

2. Incidental labor and facilities necessary to facilitate tests and inspections.
- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

PART 2 – PRODUCTS

Not applicable.

PART 3 – EXECUTION

3.1 REPAIR AND PROTECTION

- A. On completion of testing, inspecting, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 2. Comply with the Contract Document requirements for Specification 01730_CUTTING AND PATCHING.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

01500
TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section contains instructions and requirements for the provision and utilization of temporary facilities to protect TXDPS's property, the site, and construction materials, and for daily maintenance and cleanup of the site during the project.

1.2 CONTRACTOR'S USE OF EXISTING FACILITIES

- A. Limit use of the premises of the Work indicated, so as to allow for the TXDPS uninterrupted occupancy and use. Confine operations to the areas indicated under the Contract. Conformance to the regulations set forth by the TXDPS regarding use of existing facilities is mandatory.
- B. Sanitary facilities shall be provided by the Contractor. Use of the building's sanitary facilities is not permitted.
- C. TXDPS will assist in controlling occupancy. Contractor shall provide and place portable barricades, as coordinated with TXDPS, around work areas.
- D. Take precautions necessary and provide equipment, materials and labor to adequately protect previous construction, the building, its contents and occupants, and surrounding landscaped areas from damage due to construction as well as from inclement weather during construction.
- E. Clean exterior areas affected by the construction on a daily basis. Do not allow construction debris, waste materials, tools, excess packaging materials or other construction related materials to accumulate on the exterior grounds and pavements.

1.3 UTILITIES

- A. Electrical service will be provided to the Contractor free of charge by the TXDPS through exterior electrical outlets if operable. Use shall be limited to construction hours. The TXDPS reserves the right to charge the Contractor for excessive electrical service usage (i.e., wasteful usage). Should charges be considered, the TXDPS will notify the Contractor in writing of his intent, 48 hours in advance.
- B. Water for construction purposes will be provided to the Contractor free of charge by TXDPS through exterior water spigots if operable. TXDPS reserves the right to charge the Contractor for excessive or wasteful use. Should charges be considered, TXDPS will notify the Contractor in writing of his intent, 48 hours in advance. Drinking water shall be provided by the Contractor.
- C. All other utilities required will be provided by the Contractor.
- D. Electrical work and reinstallation of equipment and other work to be performed by the Contractor, shall be carried out without interference to the building's normal operation. Where work requires interruption of service, the Contractor shall make advance arrangements with TXDPS Contact for dealing with such interruption.
- E. Ensure proper and safe operation and maintenance of utility systems within the construction limits, whether these are supplied by TXDPS's distribution system or otherwise, until the work is accepted by TXDPS. Maintain and operate appurtenances within the construction area that serve the distribution system, subject to periodic

inspection by TXDPS's operating personnel. Inspection by any representative or personnel of TXDPS shall not relieve the Contractor of his responsibilities in connection with operation and maintenance of these facilities and equipment.

1.4 ACCESS

- A. Provide ladders, scaffolding and staging as required to access the project area(s) in accordance with OSHA guidelines. Should damage to the building occur, restore damaged areas to their original condition, clean up debris, and provide other access to the building for the duration of the project.
- B. Do not interfere with normal building operations. Coordinate activities with TXDPS Contact and building occupants.

1.5 BARRIERS

- A. Install temporary fencing, warning lines, barriers and guards, as required, to segregate the construction areas from adjacent operational facilities, occupants and the public. In the event that access cannot be interrupted in the construction area, provide protection above doorways and walks in the construction area. Provide guard lights on barriers and lighting as necessary to prevent vandalism of work and storage areas. TXDPS is not responsible for Contractor's losses due to damage or theft by vandals.

1.6 TEMPORARY PROTECTION

- A. Provide suitable TXDPS approved temporary protection to prevent the entrance of debris and obstructions into the building. Provide warning signs to reroute personnel around areas of dangerous work.
- B. Avoid traffic on completed areas. Coordinate work to prevent this situation.
- C. Protect drainage systems from debris accumulation during construction.
- D. Protect materials scheduled to be reused from damage by placing them in labeled containers or wrappings stored in a weather tight trailer.
- E. Provide temporary protection such as plywood and tarps for streets, drives, curbs, sidewalks, landscaping and existing exterior improvements during all phases of the project.

1.7 DEBRIS REMOVAL

- A. TXDPS shall designate crane and refuse container locations. These areas shall be sectioned off with proper warning lines.
- B. Supply adequate covered receptacles for waste, debris and rubbish. One receptacle will be allowed on site at a time, and must be immediately removed from the site when full. Clean the project area daily and prior to moving the receptacle to another location on the site. Locations shall be as permitted by the TXDPS. Disposal shall be off-site in a legal dump authorized to accept construction demolition solid wastes.

1.8 WEATHER PROTECTION

- A. Weather protection includes temporary protection of components adversely affected by moisture, wind, heat and cold by covering, patching, sealing, enclosing, ventilating, cooling and/or heating. Provide protection for locations within the project area as necessary, to protect the building and its contents, trafficked adjacent areas, new construction materials and accessories. The cost of heat, fuel and power necessary for

proper weather protection shall be the responsibility of the Contractor. Installed weather protection shall comply with safety regulations, and provisions for adequate ventilation and fire protection.

1.9 VOLATILE MATERIALS

- A. The Contractor is reminded that adhesives, solvents, bitumens, etc., are highly volatile and flammable materials. These materials, along with tools and applicators and rags, shall not be stored on or within the building. Do not transport materials through the building. Take precautions and closely follow the Specification requirements for fire protection on site during construction.
- B. Locate and use flame-heated equipment so as not to endanger the structure, other materials on site, or adjacent property. Locate and use flame-heated equipment in specific areas approved by the TXDPS. Do not relocate flame-heated equipment without prior approval from the TXDPS.

1.10 FIRE PROTECTION

- A. Provide necessary temporary fire protection for the building, its contents and materials during construction. Do not store combustibles inside the building or on the roof. Store adhesives, caulks and cleaning solvents away from the building using a method approved by local fire officials. Should cutting, burning or welding be necessary, provide a fire watch during operations and for four hours minimum after completion of the operations.
- B. Do not use open flames near adhesives, caulks or cleaning solvents as they will readily ignite. Rags soaked with cleaning solvent shall not be discarded in the dumpsters, but shall be stored in a separate metal receptacle and removed from the site daily.
- C. Comply with local fire codes and obtain permits necessary from the local fire department. Provide a copy to TXDPS. Provide recently tested, fully charged fire extinguishers around the storage area, rubbish receptacle.
- D. The TXDPS has a policy of being a smoke-free agency. The policy reflects our commitment to providing a healthy environment for all our employees and visitors. This policy prohibits smoking within any state building or on the grounds. Contractor, by acceptance of this contract, agrees to abide by this policy when on the property of TXDPS.

1.11 PROTECTION AND RESTORATION

- A. Protect and cover fixed items, equipment, appliances, fixtures, etc. around the building and work areas.
- B. Remove, temporarily support, and protect existing items requiring removal during the installation of the new work and properly replace these items to their original condition and to the TXDPS's satisfaction.

1.12 CLEAN-UP

- A. Debris, dust and dirt shall be swept completely clean. Those items soiled or stained from the Work shall be cleaned and refinished.
- B. Electrical fixtures damaged by the construction shall be replaced with an equal in shape, color, manufacturer, and capacity at no added expense to the TXDPS.

- C. Remove completely temporary protection materials and facilities from the site upon completion of the work and demobilization of the project.
- D. Restore streets, drives, curbs, sidewalks, landscaping and existing improvements disturbed by the construction operations to their condition at the start of the work.

1.13 NOTIFICATION

- A. Notify the TXDPS Contact at least 72 hours in advance of the desire to extend, connect, disconnect, and turn on or off HVAC, steam, electric, water or other service from the TXDPS's supply systems. The actual operation shall be witnessed by authorized representatives of the TXDPS. Plumbing, heating and electrical work, including installation of equipment and any other work to be performed by the Contractor, shall be carried out without interference with the TXDPS's normal operation. Where work requires interruption of a service, make advance arrangements with the TXDPS for dealing with such interruption.

1.14 VEHICLES

- A. Acceptable areas for the locations of the Contractor's vehicles shall be as designated by the TXDPS. No other areas may be utilized without the TXDPS's permission.

PART 2 – PRODUCTS

Not applicable.

PART 3 – EXECUTION

Not applicable.

END OF SECTION

01600
PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in the Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. See Specification Sections for specific requirements for warranties on products and installations specified to be warranted.

1.2 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.3 SUBMITTALS

- A. Show compliance with requirements.

1.4 QUALITY ASSURANCE

- A. If Contractor is given option of selecting between two or more products for use on the Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 5. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to TXDPS.

PART 2 – PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

2. If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. TXDPS reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," TXDPS Contract Monitor will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 1.2A(3) "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 1.2A(3) "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 1.2B "Product Substitutions" Article for consideration of an unnamed product or system.
8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 1.2A(3) "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches TXDPS Contract Monitor's sample. TXDPS Contract Monitor's decision will be final on whether a proposed product matches.

- a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 1.2B "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, and textures" or a similar phrase, select a product that complies with other specified requirements.

PART 3 – EXECUTION

Not applicable.

END OF SECTION

01730
CUTTING AND PATCHING

PART 1 – GENERAL

1.1 SUMMARY

- A. Provisions as established in the General Requirements of the Scope of Work.

1.2 SUBMITTALS

- A. Submit written request in advance of cutting or alteration which affects:

- 1. Structural integrity of any element of the Project.
- 2. Integrity of weather-exposed or moisture-resistant element.
- 3. Efficiency, maintenance, or safety of any operational element.
- 4. Visual qualities of sight-exposed elements.
- 5. Work of TXDPS or separate contractor.

- B. Include in request:

- 1. Identification of Project.
- 2. Location and description of affected work.
- 3. Necessity for cutting or alteration.
- 4. Description of proposed work, and products to be used.
- 5. Alternatives to cutting and patching.
- 6. Effect on work of TXDPS or separate contractor.
- 7. Written permission of affected separate contractor.
- 8. Date and time work will be executed.

1.3 PAYMENT FOR COSTS

- A. Costs resulting from ill-timed or defective work, or work not conforming to Contract Documents, including costs for additional services of other consultants shall be borne by the party responsible for ill-timed, rejected or non-conforming Work.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Products: Those required for original installation.

PART 3 – EXECUTION

3.1 GENERAL

- A. Execute cutting, fitting, and patching including excavation and fill, to complete the Work, and to:
 - 1. Fit the several parts together, to integrate with other work.
 - 2. Uncover work to install ill-timed work.
 - 3. Remove and replace defective and non-conforming work.
 - 4. Remove samples of installed work for testing.
 - 5. Provide openings in elements of Work for penetrations of mechanical and electrical work.

3.2 INSPECTION

- A. Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
- B. After uncovering, inspect conditions affecting performance of work.
- C. Beginning of cutting or patching means acceptance of existing conditions.

3.3 PREPARATION

- A. Provide temporary supports to assure structural integrity of surroundings; devices and methods to protect other portions of the Project from damage.
- B. Provide protection from elements for areas which may be exposed by uncovering work; maintain excavations free of water.

3.4 CUTTING AND PATCHING

- A. Execute cutting, fitting, and patching (including excavation and fill) to complete work.
- B. Fit products together, to integrate with other work.
- C. Uncover work to install ill-timed work.
- D. Remove and replace defective or non-forming work.
- E. Remove samples of installed work for testing when requested.
- F. Provide openings in the work for penetration of mechanical and electrical work.

3.5 PERFORMANCE

- A. Execute work by methods to avoid damage to other work, and which will provide proper surfaces to receive patching and finishing.
- B. Employ original installer to perform cutting and patching for weather-exposed and moisture-resistant elements and sight-exposed surfaces.

- C. Cut rigid materials using masonry saw or core drill. Pneumatic tools are not allowed without prior approval.
- D. Restore work with new products in accordance with requirements of the Contract Documents.
- E. Fit work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- F. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

END OF SECTION

**01740
CLEANING**

PART 1 – GENERAL

1.1 SUMMARY

- A. Provisions as established in the General Requirements of the Scope of Work.
- B. Section Includes:
 - 1. Cleaning during construction.
 - 2. Final cleaning of project and related site work.

1.2 CLEANING DURING CONSTRUCTION

- A. Control accumulation of waste materials and rubbish; dispose of off-site daily.
- B. Keep site and construction areas clean on a daily basis.
- C. Maintain areas free of dust and other contaminants during finishing operations.

1.3 FINAL CLEANING

- A. Execute cleaning prior to inspection for Substantial Completion of the Work.

PART 2 – PRODUCTS

2.1 CLEANING MATERIALS

- A. Use materials which will not create hazards to health or property, and which will not damage surfaces.
- B. Use only materials and methods recommended by manufacturer of material being cleaned.

PART 3 – EXECUTION

3.1 CLEANING

- A. In addition to removal of debris and cleaning specified in other sections, clean exposed-to-view surfaces.
- B. Remove waste, foreign matter, and debris from access ways.
- C. Maintain cleaning until Final Completion.
- D. Final Cleaning: In addition to cleaning during construction, prior to Substantial Completion provide the following:
 - 1. Remove temporary protection and labels not required to remain.
 - 2. Remove waste, debris, and surplus materials from site daily. Clean grounds; remove stains, spills, and foreign substances from paved areas and sweep clean.
- E. Dispose all demolition equipment and units in legal dumpster. No TXDPS's dumpsters shall be utilized for such purposes.

END OF SECTION

02070
SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions as established in the General Requirements of the Scope of Work.

1.2 DESCRIPTION OF WORK

- A. Extent of selective demolition work as indicated in the Scope of Work.
- B. Types of selective demolition work: Demolition requires, but is not limited to the selective removal and subsequent off-site disposal of the existing roof and its components and selective removal of HVAC vents and pipes.

1.3 SUBMITTALS

- A. Submit detailed sequence of demolition and removal work to TXDPS Contact for review prior to commencement of work, to ensure uninterrupted progress of TXDPS on-site operations.

1.4 JOB CONDITIONS

- A. TXDPS and TXDPS's tenants will be continuously occupying areas and buildings immediately adjacent to areas of selective demolition. Conduct selective demolition work in manner that will minimize need for disruption of normal activities. Provide minimum of 72 hours advance notice to TXDPS Contact of demolition activities, which will impact normal activities.

- B. TXDPS assumes no responsibility for actual condition of items to be removed.

Note: Conditions existing at time of commencement of contract will be maintained by TXDPS in so far as practicable. However, variations may occur due to TXDPS's operations prior to start of selective demolition work.

- C. Provide temporary barricades and other forms of protection as required to:

1. Protect TXDPS's personnel and general public from injury due to selective demolition work.
2. Provide protective measures as required to provide free and safe passage of the TXDPS's personnel and general public to and from occupied portions on site.
3. Erect temporary covered passageways as required by authorities having jurisdiction.
4. Protect from damage existing work that is to remain in place and becomes exposed during demolition operations.
5. Protect surfaces with suitable coverings when necessary.
6. Remove protection at completion of work.

- D. Promptly repair damages caused to adjacent facilities by demolition work at no cost to TXDPS.
- E. Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
- F. Maintain existing utilities unless indicated to be removed, keep in service, and protect against damage during demolition operations.

Note: Do not interrupt existing utilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruption to existing utilities, as acceptable to governing authorities.

PART 2 – PRODUCTS

Not applicable.

PART 3 – EXECUTION

3.1 SELECTIVE DEMOLITION

- A. Prior to commencement of selective demolition work, inspect areas in which work will be performed. Photograph existing conditions of structural surfaces, equipment or to surrounding properties which could be misconstrued as damage resulting from selective demolition work; file with TXDPS Contact prior to starting work.
- B. Provide exterior shoring, bracing, or support to prevent movement, settlement or collapse of items to be demolished and adjacent materials to remain.

Note: Cease operations and notify TXDPS Contact immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operation.

- C. Locate, identify and temporarily disconnect utility services that are affected by adjacent repairs as necessary.

Note: Provide by-pass connections as necessary to maintain continuity of service to other areas of building. Provide minimum of 72 hours advance notice to TXDPS Contact if shut-down of service is necessary during change-over.

- D. Perform selective demolition work for repairs as indicated in the construction documents in a systematic manner.
- E. If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of conflict. Submit report to TXDPS Contact in writing with accurate details. Pending receipt of directive from TXDPS Contact, rearrange selective demolition schedule as necessary to continue overall job progress without delay.

3.2 MAINTENANCE

- A. Use suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.

- B. Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

3.3 CLEAN-UP

- A. Remove debris, rubbish and other materials resulting from demolition operations from building site each day. Transport and legally dispose of materials off site.

Note: If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling and protection against exposure or environmental pollution. Burning of removed materials is not permitted on project site.

- B. Upon completion of selective demolition work, remove tools, equipment and demolished materials from site. Remove protection and leave areas clean.

END OF SECTION

06100
ROUGH CARPENTRY

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions as established in the General Requirements of the Scope of Work.

1.2 SECTION INCLUDES

- A. Lumber.
- B. Plywood.
- C. Preservative treatment.
- D. Fire retardant treatment.
- E. Fasteners.
- F. Related accessories.

1.3 SUBMITTALS

- A. Product Data: Provide technical data on wood preservative and fire retardant treatment materials and application techniques and instructions.
- B. Manufacturers Certificates: Certify that products meet or exceed specified requirements.
 - 1. Pressure Treated Wood: Submit certification by treating plant stating chemicals and process used, net amount of salts retained, and conformance with referenced standards.
 - 2. Preservative Treated Wood: Submit certification for water-borne preservative that moisture content was reduced to maximum 19 percent for lumber and 15 percent for plywood after treatment.
 - 3. Fire Retardant Treated Wood: Submit certification by testing plant stating chemicals and process used, conformance with referenced standards and governing ordinances, and non-bleeding quality of the treatment.
 - 4. Structural Values: Where materials are provided to comply with minimum allowable unit stresses, submit listing of species and grade selected for each use, in the form of a signed copy of the applicable portion of the producer's grading rules for design values.

1.4 QUALITY ASSURANCE

- A. Lumber Grading: Lumber Grading Rules and Wood Species in accordance with Voluntary Product Standards. Grading rules of following associations apply to materials furnished.
 - 1. Southern Pine Inspection Bureau (SPIB).
 - 2. West Coast Lumber Inspection Bureau (WCLIBB).

3. Western Wood Products Association (WWPA).
- B. Grade Marks: Identify lumber and plywood by official grade mark.
1. Lumber: Include symbol of grading agency, mill name, grade, species, grading rules and condition of seasoning at time of manufacturer.
 2. Plywood: Include type, class identification index, and agency mark.
 3. Pressure Treatment: Include quality mark of grading agency which maintains continued supervision, testing, inspection, and re-examination service over product quality as described in AWWPA standards.
 4. Fire Retardant Treated Wood: Mark attesting FR-S rating.
- C. Requirements of Regulatory Agencies
1. Preservative and Pressure Treated Lumber and Plywood: Comply with American Wood Preservers Bureau Standards.
 2. Fire Retardant Treated Materials: Comply with Underwriters Laboratories, Inc. and ASTM E 84, for maximum flame spread of 25.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, handle, and protect products in accordance with Scope of Work
- B. Store products above ground, on platforms or skids, and covered with waterproof coverings. Provide for adequate air circulation.
- C. Do not store seasoned materials in damp or wet locations.
- D. Support products in such a way as to prevent warping and distortion.

PART 2 – PRODUCTS

2.1 WOOD MATERIALS

- A. Where stress rating values are given in lieu of grades, select any quality which will meet structural requirements.
- B. Lumber
 1. Grading Rules: PS 20.
 2. Lumber shall be kiln dried, bearing stamp of Southern Pine Inspection Bureau or equivalent agency.
 3. Dimensions: Lumber dimensions are nominal except for posts and timbers; actual dimensions conform to industry standards established by the American Lumber Standards Committee and applicable rules writing agencies. Provide sizes as detailed.
 4. Moisture Content: 19 percent maximum moisture content after treatment for fire retardant and preservative treated woods.

5. Surfacing: Surface four sides (S4S), unless noted otherwise.
6. Species: Southern Yellow Pine or West Coast Douglas Fir, unless noted otherwise.
7. Finger-Jointed Lumber: Not allowed.
8. Uses, Grades, and Stress Ratings
 - a. Non-structural light framing (2 to 4 inch thick, 2 to 4 inch wide):
 - 1) General Framing: Standard and better or Stud grade.
 - 2) Plates, Blocking, Bracing, Nailers: Utility grade.

C. Plywood

1. Grading Rules: PS 1, using group 1 to 4 species as required for rating.
2. Exposures: Provide exposure ratings as indicated.
3. Thickness: As detailed or noted, or otherwise as required to maintain span capability.
4. Uses, Grades, Ratings
 - a. Equipment Panel Boards: C-D/Exposure 1-APA.

2.2 ACCESSORIES

A. Plastic Cement: ASTM D 2822, asphalt base.

B. Fasteners

1. Provide fasteners in sizes, spacing, and locations to suit applications. Hot dip galvanize unless noted otherwise.
2. Anchors:
 - a. Toggle Bolt Type: For anchorage to hollow masonry.
 - b. Expansion Shield and Lag Bolt Type: For anchorage to solid masonry or concrete.
 - c. Bolts or Ballistic Fasteners: For anchorage to steel.
3. Bolts: ASTM A 307 with nuts and washers.
4. Anchor Bolts: ASTM A 307 with nuts and washers.
5. Toggle Bolts: ASTM A 307.
6. Lag Screws and Lag Bolts: ANSI B18.2.1 with washers.
7. Wood screws: ANSI B18.6.1.

8. Nails, Staples, and Spikes: FS FF-N-105.
9. Metal Nailing Discs
 - a. Flat caps, minimum 1 inch diameter.
 - b. Minimum 30 gage sheet metal.
 - c. Formed to prevent dishing.
 - d. Bell or cup shapes not acceptable.

2.3 WOOD TREATMENTS - SHOP PREPARED

- A. Preservative Treatment by Pressure Process: AWWPA U1; Use Category UC2.
 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
 2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
 3. Provide preservative treated fascia blocking at all roof edging, sill plates and grounds in contact with concrete, except on interior of building; roof curbs, cants and nailers for flashing, and elsewhere as noted or shown.
 - a. Contractor shall provide certification for preservative treated material.
 4. Provide preservative treated blocking at all parapet caps. Slope to towards roof side of parapet at 1/2 inch per foot.
 - a. Contractor shall provide certification for preservative treated material.
- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.
 1. Use treatment that does not promote corrosion of metal fasteners.
 2. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.
 3. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.
 4. Design Value Adjustment Factors: Treated lumber shall be tested according ASTM D 5664 and design value adjustment factors shall be calculated according to ASTM D 6841. For enclosed roof framing, framing in attic spaces, and where high temperature fire-retardant treatment is indicated, provide material with

adjustment factors of not less than 0.85 modulus of elasticity and 0.75 for extreme fiber in bending for Project's climatological zone.

5. Use fire retardant treated wood for wood blocking above ceilings, blocking within return air plenums, blocking within walls, and other areas required by reference building codes.
 - a. Contractor shall provide UL label for fire retardant material.
6. Not detrimental to structural properties of plywood when exposed to elevated temperatures and high humidity when tested in accordance with ASTM D 5516.
7. Not capable of bleeding through or adversely affecting type of finish indicated.
8. Not capable of corroding metals when tested in accordance with MIL-L-199140E.
9. Provide finished products with maximum flame spread rating of 25 when tested in accordance with ASTM E 84.
10. Where treated items are exposed to exterior or to high humidity or are to have a transparent finish applied, provide materials which show no change in fire hazard classification when subjected to standard rain test (UL 790).
11. Use fire retardant treatment which will not bleed through or adversely affect type of finish indicated and which does not require brush treatment of field- made end cuts to maintain fire hazard classification.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces and conditions are ready to receive work of this section. Notify TXDPS contact of any existing conditions which will adversely affect execution. Beginning of execution will constitute acceptance of existing conditions.

3.2 PREPARATION

- A. Wood Treatment Applied to Cut Surfaces at Site: Comply with AWWA M4.
 1. Apply preservative treatment in accordance with manufacturer's instructions to:
 - a. Preservative pressure treated wood site-sawn ends.
 - b. Holes cut through preservative pressure treated wood.
 2. Allow preservative to cure prior to erecting members.

3.3 INSTALLATION

- A. General
 1. Discard units of material with defects which might impair quality of work, and units which are too small to fabricate work with minimum joints or optimum joint arrangement.

2. Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted. Scribe and cope as required.
 3. Securely attach carpentry work to substrates by anchoring and fastening as required by recognized standards and as required to draw members into place and securely hold same unless otherwise indicated. Use washers under bolt heads.
 4. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials.
 5. Make tight connections between members to develop full strength of members.
 6. Install fasteners without splitting of wood.
 7. Predrill as necessary.
 8. Comply with APA E30a requirements for plywood.
 9. Install fasteners at spacing recommended by NFPA National Design Specifications for Stress Grade Lumber and Its Fastening - 1973 for lumber and APA Guide E30e for Plywood, unless more restrictive code requirements dictate tighter spacing or heavier fasteners.
 10. Do not change size, spacing or spans without specific approval of TXDPS contact. Take care to place proper grades and species of members where indicated in accordance with the lumber schedule herein.
 11. Temporarily brace framing at the end of each day's work until framing is completed and securely anchored. Leave temporary bracing in place as long as required for safety. As work progresses, securely connect work to compensate for dead load, wind, and erection stresses.
 12. Shimming:
 - a. Concrete and masonry bearing: Use steel or slate shims.
 - b. Metal and Wood Bearing: Do not use shims.
 13. Wood Fire Retardant Pressure Treatment:
 - a. Do not rip cut.
 - b. Do not mill.
 - c. Only end cuts and bored holes are permitted.
- B. Wood Grounds, Nailers, Cants, and Blocking
1. Provide where required for screeding or attachment of other work.
 2. Form shapes by cutting as necessary for true line and level of work to be attached.
 3. Coordinate location with other work involved.

4. Attach to substrates to support applied loading.
 5. Countersink bolts and nuts flush with surfaces and where built into masonry work.
 6. Where possible, anchor to formwork before concrete placement.
 7. Provide permanent grounds of dressed, preservative treated, key beveled lumber not less than 1/2 inch wide, and of thickness required to bring face of ground to exact thickness of finish material involved.
 8. Provide continuous blocking.
 9. Remove temporary grounds when no longer required.
 10. Curb roof openings except where prefabricated curbs are provided.
 11. Provide solid lumber preservative cants where roof surfaces meet walls, curbs or other vertical projections.
- C. Wood Nailers: Provide at roof openings, terminations, and other locations as indicated to match thickness of roof insulation.
- D. Wood Cants: Provide where roofing meet walls, curbs, and other vertical projections.
- E. Wood Curbs: Provide at roof openings except where prefabricated curbs are provided. Form corners by lapping side members alternately.
- F. Wood Furring:
1. Run in longest practical lengths.
 2. Butt ends together.
 3. Rigidly secure to substrate.
- G. Wood Parapet Caps:
1. Plane top of blocking to slope at 1/2 inch per foot towards roof side of parapet.

3.4 TOLERANCES

- A. Framing members: 1/4 inch maximum from true position.
- B. Surface flatness of floors/roofs: 1/4 inch in 10 feet maximum.

3.5 PROTECTION

- A. Protect products from moisture absorption and subsequent warping or deterioration until subsequent construction can proceed.

END OF SECTION

07411
PREFORMED METAL ROOFING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions established within General and Supplementary Conditions of the Contract,

1.2 SECTION INCLUDES

- A. Sloped pre-formed (at the factory) metal panel roof system complete with related flashings, closures, trim, and accessories, including vented ridge cap.
- B. Elastomeric underlayment
- C. Clips, ridge vents, anchoring, devices, fasteners, and accessories required for installation of panel system.

1.3 SYSTEM REQUIREMENTS

- A. Performance Requirements:
1. Air infiltration: Maximum 0.08 cu. ft. per sq. ft. of surface with 4 PSF air pressure differential when tested in accordance with ASTM E283.
 2. Water resistance: No evidence of uncontrolled leakage at 4 PSF pressure differential when tested in accordance with ASTM E331.
 3. Design and install system to accommodate thermal expansion, thermal contraction, and building movement.

1.4 QUALITY ASSURANCE

- A. Applicable standards:
1. SMACNA: "TXDPS Contract Monitorural Sheet Metal Manual" Sheet Metal and Air Conditioning Contractors National Association, Inc.
 2. AISC: "Steel Construction Manual" American Institute of Steel Construction.
 3. AISI: "Cold Form Steel Design Manual," American Iron and Steel Institute.
 4. ASTM A792-83-AZ50: Specifications for steel sheet, aluminum-zinc alloy coated (galvanized) by the hot dip process, general requirements (Galvalume).
- B. Manufacturer's qualifications:
1. Manufacturer has a minimum of 10 years' experience in manufacturing metal panel systems of this nature. Panels specified in this section shall be produced in a factory environment (not job site roll formed) with fixed-base roll forming equipment assuring the highest level of quality control. A letter from the manufacturer certifying compliance will accompany the product material submittals.

- C. Installer's qualifications:
 - 1. Installation of panels and accessories by installation contractor with a minimum of 10 years' experience in panel projects of this nature.

1.5 SUBMITTALS

- A. Product Data: Submit manufacturer's technical literature indicating properties of materials, finishes, and performance capabilities.
- B. Samples: Provide one sample panel 12 inches long by actual panel width, in the profile, style, color, and texture indicated. Include clips, caps, battens, fasteners, closures, and other exposed panel accessories.

1.6 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Delivery:
 - 1. Deliver metal roof system to job site properly packaged to provide protection against transportation damage.
- B. Handling:
 - 1. Exercise extreme care in unloading, storing and erecting metal roofing panel system to prevent bending, warping, twisting and surface damage.
- C. Storage:
 - 1. Store all material and accessories above ground on well skidded platforms. Store under waterproof covering. Provide proper ventilation of metal roof system to prevent condensation build-up between each panel or trim/flashing component.

1.7 WARRANTY

- A. Warrant installed system to be free of leaks and free from defects in materials and workmanship.
 - 1. Warranty period: Thirty (30) years from date of Substantial Completion of project.
- B. Warrant factory finish to be free of cracks, splits, crazing, chipping, peeling, color fading, and rusting.
 - 1. Warranty period: Thirty (30) years from date of Substantial Completion of project.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers
 - 1. AEP Span, Dallas Corp., Dallas, TX
 - 2. Alumax/Howmet, Building Specialties Division, Mesquite, TX

3. Mueller, Inc., Lubbock, TX

B. Basis of Design (Sloped Roofs): R-Panel, 36" Coverage, 26-Gauge, Commercial Grade Steel, Wind Resistant up to 140 mph.

2.2 MATERIALS AND COMPONENTS

A. Metallic-Coated Sheet Steel: Steel sheet metallic minimum 26 gage uncoated thickness, coated by the hot-dip process. Use factory formed materials. Site formed not permitted.

B. Sealants and Gaskets: Manufacturer's standard type suitable for use with installation of metal roofing; non-staining; skinning, non-shrinking and non-sagging; ultra-violet and ozone resistant for exterior applications; color to match exposed metal.

C. Fasteners: Manufacturer's standard type to suit applications; with soft neoprene washers; galvanized in accordance with ASTM A153; finished to match metal panels where exposed.

D. Powder Actuated Fasteners: Galvanized in accordance with ASTM A153, with soft neoprene washers, finished to match metal panels where exposed.

E. Internal and External Corners: Same materials, gage and finish as panels; profile to suit system; brake formed to required angles. Mitered internal corners back braced with sheet stock, to maintain continuity of profile.

F. Trim, Closure Pieces, Cap, Fascias, Infills, Flashings and Accessories: Same material, gage, and where exposed, of same finish as metal panels, brake formed to required profiles.

G. Elastomeric Underlayment: Rubberized asphaltic sheet laminated to a polypropylene film, 40 mil minimum total thickness, 36 inch width, equal to Grace Ice and Water Shield HT by W.R. Grace. Provide with appropriate primers as recommended by manufacturer.

H. Touch-up Paint: As recommended by manufacturer.

I. Continuous Ridge Vent: Compatible with roofing system specified.

2.3 FABRICATION

A. Material shall be in-line tension leveled prior to roll forming finished panel profile.

B. Roll form panels in continuous lengths, full length of detailed runs.

C. Standard panel length shall be no more than 45 feet long.

D. Fabricate trim/flashings and accessories to detailed profiles.

E. Fabricate trim/flashings from same material as panel.

F. Uniformly dimensioned, roll formed to exact lengths to avoid field cutting; intermediate horizontal seams not permitted.

G. Fabrication of component profiles on site not permitted.

2.4 FINISH

- A. Exposed roof panels:
 - 1. Fluoropolymer 2-Coat Coating System: Manufacturer's standard 2-coat, thermo-cured system composed of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight with a total minimum dry film thickness of 0.9 mil(0.023 mm) and 30 percent reflective gloss when tested according to ASTM D 523.
 - a. Color: "Light Stone." Final color to be selected by TXDPS from manufacturer's full and complete color lines, including special and metallic colors at no additional cost the Owner.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine surfaces for conditions that would adversely affect execution. Do not proceed until unsatisfactory conditions are corrected. Beginning of execution will constitute acceptance of existing conditions.
- B. Inspect sub-roof to verify conditions are acceptable prior to beginning installation. Verify substrate is uniform and even.

3.2 INSTALLATION

- A. Install metal roofing and related components in accordance with manufacturer's printed instructions. Fasten panels with concealed metal clips at each side joint.
- B. Install single layer of continuous elastomeric underlayment horizontally on all surfaces to receive preformed metal roofing. Weather lap edges minimum 6 inches and end laps 12 inches. Stagger vertical joints of each layer and joints of one layer to next. Securely fasten in place.
- C. Install trim, closures, caps, and accessories as indicated or required for complete weathertight installation.
- D. Protect surfaces in contact with cementitious materials and dissimilar metals with application of bituminous paint. Allow to dry prior to installation.
- E. Permanently fasten system to structure at spacing required by panel manufacturer. Align, level, and plumb, within specified tolerances. Use concealed fasteners unless approved otherwise by TXDPS Contract Monitor. Provide expansion and control joints where indicated and at locations recommended by roofing manufacturer.
- F. Seal and place gaskets to prevent weather penetration.
- G. Tolerances:
 - 1. Maximum Offset from True Alignment Between Adjacent Members Butting or In line: 1/16 inch.
 - 2. Maximum Variation from Plane or Location Indicated on Drawings: 1/8 inch.

- H. Install surfaces flat such that from normal viewing distances, no waviness or oil canning is visible.
- I. Use the longest practical lengths when installing fascia trim, but not less than 10 ft. long sections.

3.3 PROTECTION

- A. Protect system from damage, staining or soiling after installation. Replace components which have been scratched, dented, or otherwise showing signs of damage or improper installation.

END OF SECTION

075216
MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions as established in the General Requirements of the Scope of Work.

1.2 SUMMARY

- A. Section includes:
 - 1. Two-ply, modified bituminous membrane roofing.
 - 2. Roof insulation.

1.3 DEFINITIONS

- A. Refer to ASTM D 1079 for definitions of terms related to roofing work not otherwise defined in this Section.
- B. Roofing asphalt heated to its equiviscous temperature, the temperature at which its viscosity is 125 centipoise for mop-applied roofing asphalt and 75 centipoise for mechanical spreader-applied roofing asphalt within a range of plus or minus 25 deg F(14 deg C) measured at the mop cart or mechanical spreader immediately before application.

1.4 PERFORMANCE REQUIREMENTS

- A. Install a watertight, modified bituminous membrane roofing and base flashing system with compatible components that will not permit the passage of liquid water and will withstand wind loads, thermally induced movement, and exposure to weather without failure.
- B. FM Listing: Provide modified bituminous membrane, base flashings, and component materials that meet requirements of FM 4450 and FM 4470 as part of a roofing system and that are listed in FM's "Approval Guide" for Class 1 or noncombustible construction, as applicable. Identify materials with FM markings.
 - 1. Roofing system shall comply with the following:
 - a. Fire/Windstorm Classification: Class 1A-90.
 - b. Hail Resistance: MH.
- C. Energy Performance: Provide roofing system with initial Solar Reflectance Index not less than 78 when calculated according to ASTM E 1980 based on testing identical products

1.5 QUALITY ASSURANCE

- A. Engage an experienced installer to perform Work of this Section who has specialized in installing roofing similar to that required for this Project; who is approved, authorized, or licensed by the roofing system manufacturer to install manufacturer's product; and who is eligible to receive the standard roofing manufacturer's warranty, and has a minimum 10 years' experience installing specified product.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store roofing materials in a dry, well-ventilated, weather tight location to ensure no significant moisture pickup and maintain at a temperature exceeding roofing system manufacturer's written instructions. Store rolls of felt and other sheet materials on end on pallets or other raised surfaces. Do not double-stack rolls.
 - 1. Handle and store roofing materials and place equipment in a manner to avoid significant or permanent damage to deck or structural supporting members.
- B. Do not leave unused felts and other sheet materials on the roof overnight or when roofing work is not in progress unless protected from weather and moisture and unless maintained at a temperature exceeding 50 deg F(10 deg C).
- C. Deliver and store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer.
- D. Protect roofing insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

1.7 PROJECT CONDITIONS

- A. Proceed with roofing work only when existing and forecasted weather conditions permit roofing to be installed according to manufacturers' written instructions and warranty requirements.

1.8 WARRANTY

- A. Provide minimum of five (5) years Warranty on all installation work.
- B. Provide minimum of thirty (30) years manufacturer's warranty on material and workmanship.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide roofing system products by one of the following:
 - 1. SBS-Modified Bituminous Sheet:
 - a. Derbigum.
 - b. Firestone Building Products Co.
 - c. Johns Manville Roofing Systems.
 - d. Soprema Roofing and Waterproofing, Inc.
 - 2. Polyisocyanurate Board Insulation:
 - a. Atlas Roofing Corporation.

- b. Firestone Building Products Co.
- c. Johns Manville Roofing Systems.
- d. NRG Barriers, Inc.

2.2 ROOFING SHEET MATERIALS

- A. Sheathing Paper: Red-rosin type, minimum 3 lb/100 sq. ft. (0.16 kg/sq. m).
- B. Base Sheet: ASTM D 4601, Type II, SBS-modified asphalt-impregnated and –coated sheet, with glass-fiber-reinforcing mat, dusted with fine mineral surfacing on both sides.
- C. Glass-Fiber Base-Ply Sheet: ASTM D 2178, Type IV, asphalt-impregnated, glass-fiber felt.
- D. Granule-Surfaced Roofing Cap Sheet: ASTM D 6163, Grade G, Type I or II, SBS modified asphalt sheet (reinforced with glass fibers); granule surfaced; suitable for application method specified, and as follows:
 - 1. Granule Color: White.
 - 2. Physical Properties: Provide SBS-modified bituminous membrane materials with the following properties when tested according to ASTM D 5147:
 - a. Thickness: 94 mils (2.4 mm).
 - b. Tensile-Tear Strength: 40 lbf/in. (0.18 kN) in each direction.
 - c. Elongation at Maximum Load: 3.0 percent minimum at 0 deg F(minus 18 deg C) in each direction.
 - d. Water Absorption: Maximum 2 percent.
 - e. Low-Temperature Flexibility: Pass at minus 13 deg F(minus 25 deg C).
 - f. Compound Stability: Not less than 212 deg F(f100 deg C).

2.3 AUXILIARY MEMBRANE MATERIALS

- A. Furnish auxiliary materials recommended by roofing system manufacturer for intended use and compatible with SBS-modified bituminous roofing.
 - 1. Furnish liquid-type auxiliary materials that meet VOC limits of authorities having jurisdiction.
- B. Roofing Asphalt: ASTM D 312, Type III or Type IV, as recommended by modified bituminous membrane manufacturer.
 - 1. Label each container or provide certification with each load of bulk asphalt identifying type of roofing asphalt and indicating softening point, minimum flash point, equiviscous temperature, and finished blowing temperature.
- C. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing system manufacturer for application.

- D. Mastic Sealant: Polyisobutylene, plain or modified bituminous, non-hardening, non-migrating, non-skinning, and nondrying.
- E. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion resistance provisions of FM 4470; designed for fastening base sheets, base-ply felts, and base flashings and for back nailing modified bituminous membrane to substrate; tested by manufacturer for required pullout strength; and acceptable to roofing system manufacturer.
- F. Metal Flashing Sheet: Metal flashing sheet is specified in 07 62 00 - SHEET METAL FLASHING AND TRIM.
- G. Wood Nailer Strips: Furnish wood nailer strips complying with requirements of 06 10 00 - ROUGH CARPENTRY.
- H. Cants: Wood cants are specified in 06 10 00 - ROUGH CARPENTRY.
- I. Roofing Granules: Ceramic-coated roofing granules, No. 11 screen size with 100 percent passing No. 8(2.36-mm) sieve and 98 percent of mass retained on No. 40(0.425-mm) sieve.
 - 1. Color: White.
- J. Glass-Fiber Fabric: Woven glass cloth, treated with asphalt; complying with ASTM D 1668, Type 1.
- K. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer for intended use.

2.4 SUBSTRATE BOARDS

- A. Substrate Board: ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum substrate, 5/8 inch thick.
 - 1. Product: Subject to compliance with requirements, provide "Dens-Deck" by Georgia-Pacific Corporation.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion resistance provisions in FMG 4470, designed for fastening substrate panel to roof deck.

2.5 INSULATION MATERIALS

- A. Provide preformed, roofing insulation boards that comply with requirements, selected from manufacturer's standard sizes and of thicknesses indicated.
 - 1. Provide preformed, tapered insulation boards where indicated for sloping of roof membrane to drains. Fabricate with the following taper:
 - a. 1/4 inch per foot, or as per existing condition. NOTE: Slope to drains is being achieved through the use of tapered insulation. Roof structure is not sloped.
 - 2. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

- B. Polyisocyanurate Board Insulation: Rigid, cellular polyisocyanurate thermal insulation with core formed by using HCFCs as blowing agents complying with ASTM C 1289, classified by facer type as follows:
 - 1. Facer Type: Type III, perlite insulation board, complying with ASTM C 728, ½ inch(12.7 mm) thick on 1 major surface and a felt or glass-fiber mat on the other.
 - 2. Provide 2 layers with staggered joints with minimum thickness to achieve an aged Rvalue of 30.

2.6 INSULATION ACCESSORIES

- A. Furnish roofing insulation accessories recommended by insulation manufacturer for intended use and compatible with sheet roofing material.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion resistance provisions of FM 4470, designed for fastening roofing insulation to substrate, tested by manufacturer for required pullout strength, and acceptable to roofing system manufacturer.
- C. Cover Board: ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum substrate, ½ inch thick.at back of parapets.
 - 1. Product: Subject to compliance with requirements, provide "Dens-Deck Prime" by Georgia-Pacific Corporation.
- D. Tapered Edge Strips: Rigid, perlite insulation board, complying with ASTM C 728.
- E. Substrate Joint Tape: 6 or 8 inches(150 or 200 mm) wide, coated, glass-fiber joint tape.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions under which roofing will be applied, with Installer present, for compliance with requirements.
- B. Verify that roof openings and penetrations are in place and set and braced and that roof drains are properly clamped into position.
- C. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at roof penetrations and terminations and match the thicknesses of insulation required.
 - 1. Verify that wood nailer strips are located perpendicular to roof slope and are spaced according to requirements of roofing system manufacturer.
- D. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrate of dust, debris, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.

- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Install modified bituminous membrane roofing system according to roofing system manufacturer's written instructions and applicable recommendations of NRCA/ARMA's "Quality Control Recommendations for Polymer Modified Bitumen Roofing."
- B. Start installation of modified bituminous membrane roofing in presence of roofing system manufacturer's technical personnel.
- C. Shingling Plies: Install modified bituminous membrane roofing system with ply sheets shingled uniformly to achieve required number of membrane plies throughout. Shingle in direction to shed water.
- D. Cant Strips: Install and secure preformed 45-degree cant strips at junctures of modified bituminous membrane roofing system with vertical surfaces or angle changes greater than 45 degrees.
- E. Cooperate with inspecting and testing agencies engaged or required to perform services for installing modified bituminous membrane roofing system.
- F. Coordinate installing roofing system components so insulation and roofing plies are not exposed to precipitation or left exposed at the end of the workday or when rain is forecast.
 - 1. Provide cutoffs at end of each day's work to cover exposed ply sheets and insulation with a course of coated felt with joints and edges sealed.
 - 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
- G. Asphalt Heating: Heat roofing asphalt and apply within plus or minus 25 deg F (14 deg C) of equiviscous temperature, unless otherwise required by roofing system manufacturer. Do not raise roofing asphalt temperature above the equiviscous temperature range more than one hour before time of application. Do not exceed roofing asphalt manufacturer's recommended temperature limits during roofing asphalt heating. Do not heat roofing asphalt within 25 deg F (14 deg C) of flash point. Discard roofing asphalt maintained at a temperature exceeding 500 deg F (260 deg C) for more than 4 hours. Keep kettle lid closed, unless adding roofing asphalt.
 - 1. Substrate-Joint Penetrations: Prevent roofing asphalt from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction. If mopping is applied directly to substrate, tape substrate joints.

3.4 SUBSTRATE BOARD INSTALLATION

- A. Install substrate board with long joints in continuous straight lines, perpendicular to roof slopes with end joints staggered between rows. Tightly butt substrate boards together.
 - 1. Fasten substrate board to top flanges of steel deck according to recommendations in FMG's "Approval Guide" for specified Windstorm Resistance Classification.

2. Fasten substrate board to top flanges of steel deck to resist uplift pressure at corners, perimeter, and field of roof according to membrane roofing system manufacturer's written instructions.

3.5 INSULATION INSTALLATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with roofing system manufacturer's written instructions for installing roofing insulation.
- C. Install tapered insulation under area of roofing to conform to existing slope.
- D. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.
- E. Install one or more layers of insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2 inches(50 mm) or greater, install required thickness in 2 or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches(150 mm) in each direction.
- F. Trim surface of insulation where necessary at roof drains so completed surface is flush with ring of drain.
- G. Nailer Strips: Where roof slopes are greater than 1/2 inch per 12 inches(1:24), mechanically fasten to deck 4-inch nominal-(89-mm actual-) wide, wood nailer strips of same thickness as insulation, spaced not more than 20 to 21 feet(6.0 to 6.4 m) apart. Run nailers perpendicular to slope of roof.
- H. Install insulation with long joints of insulation in continuous straight lines with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding ¼ inch(6 mm) with insulation.
 1. Cut and fit insulation within 1/4 inch(6 mm) of nailers, projections, and penetrations.
- I. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints a minimum of 6 inches (150 mm) in each direction from joints of insulation below. Loosely butt cover boards together. Tape joints if required by roofing system manufacturer.
 1. Fasten cover boards according to requirements in FM Approvals' "RoofNav" for specified Windstorm Resistance Classification.
 2. Fasten cover boards to resist uplift pressure at corners, perimeter, and field of roof.
 3. Apply hot roofing asphalt to underside, and immediately bond cover board to substrate.

3.6 BASE-SHEET INSTALLATION

- A. Install one lapped course of base sheet according to roofing system manufacturer's written instructions, extending sheet over and terminating beyond cants. Attach base sheet as follows:
 - 1. Adhere to substrate in a solid mopping of hot roofing asphalt.

3.7 ROOF MEMBRANE INSTALLATION

- A. Install modified bituminous membrane over area to receive roofing, according to manufacturer's written instructions. Extend modified bituminous membrane over and terminate beyond cants.
 - 1. Unroll sheet and allow it to relax for the minimum time period required by manufacturer.
- B. Two-Ply, Modified Bituminous Membrane: Install 2 plies of modified bituminous membrane, consisting of a base ply and a finish ply, starting at low point of roofing system.
 - 1. Base- and Finish-Ply Application: Adhere each ply to substrate in a solid mopping of hot roofing asphalt applied at rate required by roofing system manufacturer.
- C. Laps: Accurately align sheets, without stretching, and maintain uniform side and end laps. Stagger end laps. Completely bond and seal laps, leaving no voids.
 - 1. Repair tears and voids in laps and lapped seams not completely sealed.
 - 2. Apply granules, while asphalt is hot, to cover asphalt bead exuded at laps.
- D. Install modified bituminous membranes with side laps shingled with slope of roof deck where possible.
 - 1. Install modified bituminous membranes with side laps shingled in direction to shed water on each large area of roofing, where slope exceeds 1/2 inch per 12 inches (1:24).

3.8 FLASHING AND STRIPPING INSTALLATION

- A. Install modified bituminous membrane base flashing over cant strips and other sloping and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to roofing system manufacturer's written instructions and as follows:
 - 1. Prime substrates with asphalt primer if required by roofing system manufacturer.
 - 2. Backer Sheet Application: Install base-sheet backer and mechanically fasten to substrate. Adhere flashing backer sheet over roof membrane at cants in a uniform mopping of hot roofing asphalt.
 - 3. Base Flashing Application: Adhere modified bituminous membrane base flashing to substrate in a uniform mopping of hot roofing asphalt, applied to substrate and back of base flashing at rate required by roofing system manufacturer.

- B. Extend base flashing up the wall a minimum of 8 inches(200 mm) above roof membrane and 4 inches(100 mm) onto field of roof membrane unless otherwise indicated by roofing manufacturer's written instructions for specified roofing system.
- C. Mechanically fasten top of modified bituminous membrane base flashing securely at terminations and perimeter of roofing.
 - 1. Seal top termination of base flashing.
- D. Install modified bituminous stripping where metal flanges and edgings are set on membrane roofing, according to roofing system manufacturer's written instructions.
- E. Roof Drains: Set 30-by-30-inch(760-by-760-mm) metal flashing in bed of asphalt roofing cement on completed modified bituminous membrane roofing. Cover metal flashing with modified bituminous stripping extending a minimum of 4 inches(100 mm) beyond edge of metal flashing onto field of roof membrane. Clamp roof membrane, metal flashing, and stripping into roof-drain clamping ring.

3.9 FIELD QUALITY CONTROL

- A. Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to TXDPS contact.
 - 1. Notify TXDPS contact 48 hours in advance of the date and time of inspection.

3.10 PROTECTING AND CLEANING

- A. Protect modified bituminous membrane roofing from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to TXDPS.
- B. Correct deficiencies in or remove modified bituminous roofing that does not comply with requirements, repair substrates, reinstall roofing, and repair base flashings to a condition free of damage and deterioration at the time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION

076200
SHEET METAL FLASHING AND TRIM

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions as established in the General Requirements of the Scope of Work.

1.2 SECTION INCLUDES

- A. Other sheet metal flashing and accessories
- B. Pre-finished and galvanized products

1.3 SUBMITTALS

- A. Indicating performance and physical characteristics of products proposed for use.
- B. Performance Requirements: Meet requirements from SMACNA Architectural Sheet Metal Manual, 6th Edition.
- C. Manufacturer's pre-finished metal color charts. Include all colors and product lines, showing actual physical coating.
- D. Manufacturer's Instructions: Printed manufacturer's installation instructions.
- E. Sample Warranty: Two copies of water-tightness warranty, and finish coating warranty on pre-finished products for pre-finished products.

1.4 QUALITY ASSURANCE

- A. Company specializing in sheet metal flashing work with 10 years minimum experience in similar sized installations.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, handle, and protect products under provisions of the Scope of Work.
- B. Stack pre-formed material to prevent twisting, bending, and abrasions, and to provide ventilation.
- C. Prevent contact with materials which may cause discoloration or staining.
- D. Ship pre-coated products with strippable covering.

1.6 WARRANTY

- A. Provide warranties under provisions of the Scope of Work.
- B. Provide 20 year water tightness guarantee beginning at substantial completion including repair or replacement of defective materials and workmanship.

PART 2 – PRODUCTS

2.1 PRODUCTS AND MANUFACTURERS - SHEET MATERIALS

- A. Aluminum (all exposed and unexposed flashings): ASTM B209, 5005 alloy, temper as required for intended application (15 KSI minimum), thickness as recommended in Specifications for Aluminum Sheet Metal Work in Building Construction for intended purposes. Manufacturer at Contractor's option.
- B. Exposed Coil-Coated Finish:
 - 1. Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
- C. Sealant: One part, non-sag polyurethane.

2.2 FABRICATION

- A. Form sections true to shape, accurate in size, square, free from distortion and defects, to profiles indicated in accordance with SMACNA Architectural Sheet Metal Manual, 6th Edition.
- B. Form pieces in longest practical lengths.
- C. Hem exposed flashings on underside 1/2 inch; miter and seam corners.
- D. Form materials which are typically concealed from view by the public with lap seams.
- E. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer.
- F. Fabricate corners from one place with minimum 18 inch long legs; solder for rigidity or seal with sealant if approved by Architect.
- G. Fabricate vertical faces with bottom edge formed outward 1/8 inch and hemmed to form drip.
- H. Fabricate flashings to allow toe to extend per Drawings or a minimum of 2 inches over wall surfaces.
- I. Fabricate as much as possible in shop with machinery to eliminate as much hand tooling on the job as possible. Shop fabricates to allow for adjustments in the field for proper anchoring and joining.

2.3 ACCESSORIES

- A. Fasteners
 - 1. Nails: AISI Series 300 for stainless and galvanized steel; aluminum for aluminum sheets. Use annular ring shank type, No. 12 gage or larger to suit application, of sufficient length to penetrate backing material at least 7/8 inch.
 - 2. Screws and Bolts: AISI Series 300 for stainless and galvanized steel; and aluminum for aluminum sheets; of sufficient size and length to sustain imposed stresses.

- B. Protective Back Paint: Zinc chromate alkyd.
- C. Sealants: One component polyurethane, non-sagging.
- D. Plastic Cement: FS SS-C-153, Bituminous plastic cement.

2.4 FINISHES

- A. Aluminum and Sheet Metal Products: Pre-finished, 2-coat fluoropolymer.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces and conditions are ready to receive work of this section. Notify General Contractor of any existing conditions which will adversely affect execution. Beginning of execution will constitute acceptance of existing conditions.
- B. Verify roof openings, pipes, sleeves, and vents through roof are solidly set, and nailing strips located.
- C. Verify membrane termination and base flashings are in place, sealed, and secure.

3.2 PREPARATION

- A. Field measure site conditions prior to fabricating work.

3.3 INSTALLATION

- A. Install using skilled workmen in accordance with manufacturer's printed instruction and recommendations.
- B. Conform to drawing details included in manuals published by SMACNA, AA, and NRCA.
- C. Secure flashings in place using concealed fasteners. Use exposed fasteners only in locations approved by Architect and never in plain view.
- D. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- E. Seal metal joints watertight at gutters, scuppers, and downspouts, leaders and conductor heads.
- F. Provide electrolytic separation between dissimilar metals with protective back paint.
- G. Seal joints as shown and as required for watertight construction.
 - 1. Weld joints where possible.
 - 2. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch (25 mm) into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient

temperatures. Do not install sealant type joints at temperatures below 40 deg F (4 deg C).

- H. Install expansion joints at frequency as recommended in SMACNA Architectural Sheet Metal Manual. Do not fasten seams such that movement is restricted. Coordinate expansion joint locations with joints in adjacent materials. Install building expansion joints where indicated.

3.4 QUALITY CONTROL

- A. Install surfaces flat such that from normal viewing distances, no waviness or oil canning is visible.

3.5 CLEANING

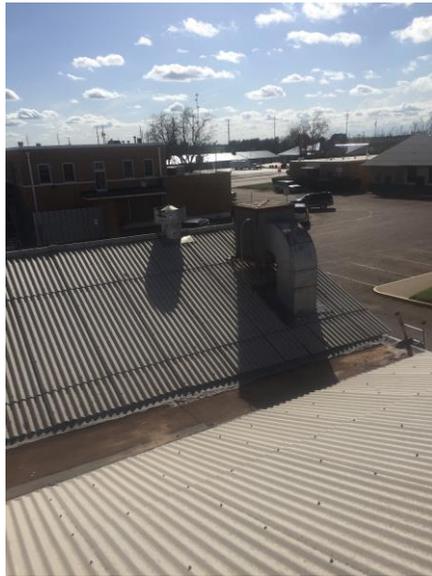
- A. Perform final cleaning under provisions of the Scope of Work.

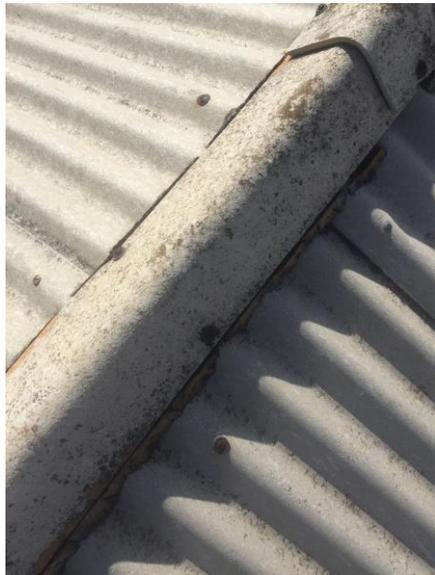
3.6 PROTECTION

- A. Protect finished installation under provisions of the Scope of Work.

END OF SECTION

CHILDRESS WORKSHOP ROOF PHOTOS





****Photos are for reference only. Contractors are to field verify all prior to bid submission.**

ATTACHMENT C

VERIFICATIONS

VERIFICATIONS

SOLICITATION NUMBER#: _____

BIDDERS NAME: _____

Bidder's Experience on Similar Projects Within Past Five (5) Years

Company's Name: _____

Address: _____

E-mail: _____ Point of Contact: _____ Phone Number: _____

Project Dates: Start Date: _____ End Date: _____

Project name, location and brief description: _____

Company's Name: _____

Address: _____

E-mail: _____ Point of Contact: _____ Phone Number: _____

Project Dates: Start Date: _____ End Date: _____

Project name, location and brief description: _____

Company's Name: _____

Address: _____

E-mail: _____ Point of Contact: _____ Phone Number: _____

Project Dates: Start Date: _____ End Date: _____

Project name, location and Brief Description: _____

Company's/Sub Contractor's Personnel Experience /Certificate/License Verification if required in Solicitation

Employee/Sub Contractor Name/Job Title: _____

Certificate and/or License Type and Number : _____

License Expiration Date: _____

Years of Experience: _____

Employee/Sub Contractor Name/Job Title: _____

Certificate and/or License Type and Number : _____

License Expiration Date: _____

Years of Experience: _____

Employee/Sub Contractor Name/Job Title: _____

Certificate and/or License Type and Number : _____

License Expiration Date: _____

Years of Experience: _____

ATTACHMENT D

Wage Rates

* IRON0263-019 06/01/2015

	Rates	Fringes
Ironworker, reinforcing and structural.....	\$ 23.00	6.55

LABO0154-010 05/01/2008

	Rates	Fringes
Laborers: (Mason Tender - Cement/Concrete).....	\$ 12.73	3.20

PLUM0404-001 01/01/2012

	Rates	Fringes
PLUMBER.....	\$ 23.51	8.58

SUTX2009-083 04/20/2009

	Rates	Fringes
BRICKLAYER.....	\$ 19.46	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.27	0.00
ELECTRICIAN.....	\$ 18.06	4.87
LABORER: Common or General.....	\$ 7.25	0.00
LABORER: Landscape & Irrigation.....	\$ 8.50	0.22
LABORER: Mason Tender - Brick...	\$ 12.02	0.00
LABORER: Mortar Mixer.....	\$ 12.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.75	0.00
OPERATOR: Bulldozer.....	\$ 12.80	0.43
OPERATOR: Crane.....	\$ 21.33	0.00
OPERATOR: Forklift.....	\$ 14.58	0.00
OPERATOR: Loader (Front End)....	\$ 10.54	0.00
PAINTER: Brush, Roller and Spray.....	\$ 12.26	0.00
ROOFER.....	\$ 13.64	1.80
SHEET METAL WORKER.....	\$ 17.00	0.00
TILE SETTER.....	\$ 15.00	0.00
TRUCK DRIVER.....	\$ 11.24	0.35

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate
(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed
in dotted lines beginning with characters other than "SU" or
"UAVG" denotes that the union classification and rate were
prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of
the union which prevailed in the survey for this
classification, which in this example would be Plumbers. 0198
indicates the local union number or district council number
where applicable, i.e., Plumbers Local 0198. The next number,
005 in the example, is an internal number used in processing
the wage determination. 07/01/2014 is the effective date of the
most current negotiated rate, which in this example is July 1,
2014.

Union prevailing wage rates are updated to reflect all rate
changes in the collective bargaining agreement (CBA) governing
this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that
no one rate prevailed for this classification in the survey and
the published rate is derived by computing a weighted average
rate based on all the rates reported in the survey for that
classification. As this weighted average rate includes all
rates reported in the survey, it may include both union and
non-union rates. Example: SULA2012-007 5/13/2014. SU indicates
the rates are survey rates based on a weighted average
calculation of rates and are not majority rates. LA indicates
the State of Louisiana. 2012 is the year of survey on which
these classifications and rates are based. The next number, 007
in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION