



# Texas Department of Public Safety Purchase Order

Purchase Order Number

405-16-P008763

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

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Vendor Number: 00018707  
1752634156900 | CONCORD COMMERCIAL  
SERVICES, INC.  
11400 LONG ST  
USA  
BALCH SPRINGS, TX 75180-3232

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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-B001875	Payment Terms: State of Texas Prompt Pay  Shipping Terms: F.O.B., Destination  Delivery Calendar Day(s) A.R.O.: 0
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Item # 1  
Class-Item 910-65

Remodel of the TXDPS building in Tolar, Texas. See the attached Scope of Work, Specifications, and Drawings for more information.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 78,573.00	JOB	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 78,573.00

<u>LN/FY/Account Code</u>	<u>Dollar Amount</u>
1/16/16-80045-6247-1001- - -1600- - - 1600605	\$ 78,573.00

## 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-P008763
2. TXDPS Terms and Conditions and Additional Requirements incorporated in the IFB Package
3. Statement of Work/Specifications incorporated in the IFB Package
4. Invitation for Bid (IFB) Package - 405-16-B001875
5. Concord Commercial Svcs Inc bid response as submitted to TXDPS
6. Concord Commercial Svcs Inc to reference PO Number 405-16-P008763 on all documentation
7. Invoices must include: Business name, remittance address, month of services and PO 405-16-P008763
8. Invoices to be submitted via e-mail to: APInvoices@dps.texas.gov

Concord Commercial Svcs Inc shall coordinate project with Jessica Warren (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

TXDPS Contract Monitor  
Name: Jessica Warren  
Phone: (512) 424-2584  
Email: Jessica.Warren@dps.texas.gov

TXDPS Purchaser  
Name: Bernardo Navarro  
Phone: (512) 486-6468  
Email: Bernardo.Navarro@dps.texas.gov

Vendor: Concord Commercial Svcs Inc.  
Name: Pamela Marley  
Phone: (972) 557-8789  
Email: pmarley@ccsinctx.com

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 78,573.00

APPROVED

By: Bernardo Navarro, CTPM, CTCM,  
Phone#: (512) 486-6468

BUYER



TEXAS DEPARTMENT OF PUBLIC SAFETY  
**INVITATION FOR BIDS (IFB)**  
 Tolar DL Remodel

**IF NOT BIDDING  
 DO NOT RETURN THIS FORM.**

Destination of Goods or Services
TXDPS Building 105 Pine Lane Tolar, Texas 76476

**BID ISSUE DATE** ▶ 6/3/2016  
**BID OPENING DATE** ▶ 6/17/2016 @ 5:00 pm  
**CENTRAL TIME**  
**OPEN MARKET BID** ▶ 405-16-B001875

**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-B001875**

<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**

**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.***

**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:

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>

**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**

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran</li> <li><input type="checkbox"/> Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran</li> <li><input type="checkbox"/> Agricultural products grown in Texas</li> <li><input type="checkbox"/> Agricultural products offered by a Texas bidder</li> <li><input type="checkbox"/> Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran</li> <li><input type="checkbox"/> Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran</li> <li><input type="checkbox"/> Recycled motor oil and lubricants</li> <li><input type="checkbox"/> Foods of Higher Nutritional Value</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Texas Vegetation Native to the Region</li> <li><input type="checkbox"/> Products of persons with mental or physical disabilities</li> <li><input type="checkbox"/> Vendors that meet or exceed air quality standards</li> <li><input type="checkbox"/> Products and services from economically depressed or blighted areas</li> <li><input type="checkbox"/> Recycled or Reused Computer Equipment of Other Manufacturers</li> <li><input type="checkbox"/> Products produced at facilities located on formerly contaminated property</li> <li><input type="checkbox"/> USA produced supplies, materials or equipment</li> <li><input type="checkbox"/> Rubberized asphalt paving material</li> <li><input type="checkbox"/> Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel</li> <li><input type="checkbox"/> Energy Efficient Products</li> </ul> |
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**CLASS-ITEM: 910-65**

**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) solicits bids for the for demolition and construction of a building in Tolar, Texas. See the attached Scope of Work, Specifications, and Drawings for more information.

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 enclosed checklist to ensure the Bid response is complete.

If the Bidder is submitting through the eProcurement System, pages 1-2, 8, 28, and 88 shall be uploaded in the Attachments Tab of eProcurement using the following link:

<https://eprocure.dps.texas.gov/bsol/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	Tolar Building Demolition and Construction	1	JOB	\$	\$

**June 9, 2016 – 10:30am** All vendors who intend to bid must attend the pre-bid conference and site visit to be held on-site at **105 Pine Lane, Tolar, TX 76476**, on **Thursday, June 9 – 10:30am**. Failure to attend the meeting will result in the disqualification of a submitted bid.

**June 13, 2016 – 5:00pm** Questions due via eProcurement or e-mailed to [Services.Branch@dps.texas.gov](mailto:Services.Branch@dps.texas.gov)

**June 14, 2016 – 5:00pm** Responses to submitted Questions will be posted to eProcurement and/or to the Electronic State Business Daily (ESBD).

**Point of Contact:**

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

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

**SERVICE PERIOD WITH OPTIONS**

Applicable       Not Applicable

**This IFB consists of the following:**

IFB .....	Pages 1 - 25
Attachment Listings .....	Page 26
Attachments A-D .....	Pages 27 - 94



**INVITATION FOR BIDS**  
**Texas Department of Public Safety**  
**Continuation Page**

BID OPENING DATE: **6/17/2016 @ 5:00 pm**  
BIDDERS NAME:

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: **6/17/2016 @ 5:00 pm**  
BIDDERS NAME:

**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: **6/17/2016 @ 5:00 pm**  
BIDDERS NAME:

**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. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION**  Applicable  Not Applicable

- 8.1 The Respondent shall make a good faith effort to comply with all state Historically Underutilized Business (HUB) requirements pursuant to Texas Government Code, Chapter 2261 and administrative rules, if applicable. The successful Respondent shall also comply with the approved HUB Subcontracting Plan.
- 8.2 The Respondent shall submit a HUB Subcontracting Plan (HSP) as part of its Proposal and shall comply with implementation of the HSP. The successful Respondent shall seek written approval from the Department prior to making any modifications to its HSP.
- 8.3 The Respondent shall submit a detailed description of the HSP and required forms with the Proposal which is included as Attachment H, HUB Subcontracting Plan (HSP). The Respondent's Proposal will be disqualified if the HSP Forms are not completed in full or missing from the Respondent's original Proposal.
- 8.4 The successful Respondent shall provide notice to all subcontractors of their selection as a subcontractor for this Contract. The notice will specify, at a minimum, TXDPS' name, the name of the Contract Administrator, this Contract's assigned contract number, the subcontracting opportunity the subcontractor will perform, the approximate dollar value of the subcontractor, and the expected percentage of this Contract's total value that the subcontract represents. A copy of the notice will be provided to the Contract Administrator no later than ten (10) business days after the effective date of this Contract.
- 8.5 The successful Respondent shall submit to the Contract Administrator on a monthly basis (by the 5<sup>th</sup> day of the following month) the Prime Vendor Progress Assessment Report, which is included as Attachment H, HUB Subcontracting Plan.



**INVITATION FOR BIDS**  
**Texas Department of Public Safety**  
**Continuation Page**

BID OPENING DATE: **6/17/2016 @ 5:00 pm**  
 BIDDERS NAME:

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.

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 Exhibit D, 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>



INVITATION FOR BIDS  
Texas Department of Public Safety  
Continuation Page

BID OPENING DATE: 6/17/2016 @ 5:00 pm  
BIDDERS NAME:

DESCRIPTION (Continued)

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](http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/07C%20-%20UGC_2010.pdf)

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 on Attachment C.

Verification of Experience Form 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-( 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 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.

20. **DISCLOSURE OF RESTRICTED EMPLOYMENT**

Pursuant to 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.

**DESCRIPTION (Continued)**

**21. NOTICE UNDER GOVERNMENT CODE 2252.908**

Pursuant to Government Code 2252.908 the Department may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the Department at the time the business entity submits the signed contract to the Department. The Texas Ethics Commission has adopted rules and procedures under these provisions:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Any contract found to violate Government Code 2252.908 is void.

**22. BIDDER AFFIRMATIONS**

**22.1** 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:

**22.2.** 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 FOR COMMODITIES AND SERVICES

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

### 1. BIDDING REQUIREMENTS:

- 1.1 Bidders shall 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 shall be submitted on this IFB form. Bidders shall 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 shall be referenced in the Bid and signed by the Bidder to establish formal linkage to the Bid.
- 1.3 Bids shall be time stamped at the 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 shall 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 calendar 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 shall enter its 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 of 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. Purchases made for TXDPS 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 TXDPS 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 TXDPS and to reject any and all items bid at the sole discretion of TXDPS. TXDPS 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 TXDPS. Any contract may also be extended up to three months at the sole discretion of TXDPS.
- 2.2 Consistent and continued tie bidding may cause rejection of bids by TXDPS and/or investigation for antitrust violations.
- 2.3 Inquiries pertaining to this solicitation shall include the requisition number, brief description, and opening date.

### 3. SPECIFICATIONS:

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 a bidder believes it can satisfy these specifications, it should bid its goods and/or services and explain how the specifications will be adequately met."

- 3.1 If bidding on specifications other than those stated within this Solicitation, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, specifications, illustrations and complete description of product offered shall be included with bid response. 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 at no cost to TXDPS. Each sample shall be marked with Bidder's name and address, and solicitation number. Do not enclose in or attach Bid to sample. If not destroyed in examination, they may be returned to the Bidder, on request, at Bidder's expense. If Bidder does not request return of samples, the samples will be retained, destroyed or donated at TXDPS' discretion.
- 3.5 TXDPS will not be bound by any oral statement or representation contrary to the written specifications of this solicitation.
- 3.6 Bid cannot be altered or amended after opening time. Alterations made before opening time shall be initialed by Bidder or its authorized agent. Should a Bidder after opening time request its Bid be withdrawn, the request shall be



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- made in writing. No bid can be withdrawn after opening time unless approved in writing by TXDPS.
- 3.7 Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation.

#### 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 goods or services in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates Vendor to deliver in 14 calendar days. Unrealistic delivery promises may cause Bid to be disqualified.
- 5.2 If delay is foreseen, Vendor shall give written notice to TXDPS. Vendor shall keep TXDPS advised at all times of status of order.
- 5.3 Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes 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 Vendor.
- 5.4 No substitutions permitted without prior written approval of TXDPS.
- 5.5 Delivery shall be made during normal business hours only, unless prior approval has been obtained from TXDPS.

#### 6. INSPECTION AND TESTS:

All goods will be subject to inspection and testing by TXDPS. 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 TXDPS' 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 bid 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 Texas Comptroller of Public Accounts (CPA) or any other purchase made through an agency's delegated authority or a purchase made pursuant to the authority in Gov't Code, Title 10, Subtitle D or a purchase exemption from CPA's procurement rules and procedures.

#### 8. PAST PERFORMANCE AND BEST VALUE:

A Bidder's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of Gov't 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 (TAC), Title 34, Part 1 Chapter 20, Subchapter C, §20.108, 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. Bidders may fail these selection criteria 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.).

Vendor performance information is located on the CPA's website at:  
[http://www.window.state.tx.us/procurement/prog/vendor\\_performance/](http://www.window.state.tx.us/procurement/prog/vendor_performance/)



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**9. PAYMENT:**

Vendor shall submit an itemized invoice showing the TXDPS purchase order (PO) number. TXDPS 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:**

**VENDOR SHALL DEFEND AND INDEMNIFY TXDPS AND THE STATE FROM CLAIMS INVOLVING INFRINGEMENT OR VIOLATION OF PATENTS, TRADEMARKS, COPYRIGHTS, TRADE SECRETS, OR OTHER PROPRIETARY RIGHTS, ARISING OUT OF TXDPS' OR THE STATE'S USE OF ANY GOOD OR SERVICE PROVIDED BY THE VENDOR AS A RESULT OF THIS SOLICITATION.**

**11. VENDOR ASSIGNMENTS:**

Vendor hereby assigns to 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. AFFIRMATIONS:**

Signing or accepting this Contract with a false statement is a material breach of contract and shall void this Contract, and Vendor shall be removed from all bid lists. Vendor, by its signature on or acceptance of this Contract, hereby certifies to TXDPS and affirms to TXDPS all of the following:

- 12.01 Vendor has not given, offered to give, and does not intend 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 this Contract. Violation of this requirement may result in termination of this Contract at TXDPS' discretion.
- 12.02 Vendor waives any claim against and releases TXDPS, its officers, employees, agents, and attorneys from liability with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Vendor and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.
- 12.03 Vendor will promptly notify TXDPS in the event that any representations and warranties provided in this Contract are no longer true and correct, Vendor acknowledges that all of its representations and warranties contained in this Contract are material and have been relied upon by TXDPS in selecting Vendor for the award of this Contract. Further, Vendor warrants and represents that all of its statements and representations made to TXDPS prior to being awarded this Contract, and those made during the negotiation of this Contract, are material, true and correct.
- 12.04 Under §231.006(d), Texas Family Code (relating to child support), Vendor, certifies that it is not ineligible to receive payments under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
- 12.05 Vendor certifies that it is exempt or not delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code. If Vendor is a qualifying business entity type per Texas Comptroller of Public Accounts guidelines and is not set up in the Texas Franchise Tax System, Vendor must do so prior to contracting with TXDPS.
- 12.06 Under §2155.004, Gov't Code, Vendor certifies that the individual or business entity named in this 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. §2155.004 prohibits a person or entity from receiving a state contract if that person or entity received compensation for participating in preparing the solicitation or specifications for the contract.



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- 12.07 Under §2252.903, Gov't Code, Vendor agrees that any payments due under this Contract 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. Vendor shall comply with rules adopted by the state 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.
- 12.08 Vendor certifies it is in compliance with §669.003, Gov't Code, relating to contracting with an executive of a state agency. 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. Vendor certifies that it does not employ any person who was the executive head of any state agency in the past four (4) years
- 12.09 Vendor agrees that no person will, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract or PO. Vendor will comply with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Commission, Department of Labor."
- 12.10 In accordance with §2155.4441, Gov't Code, Vendor shall, during the performance of this Contract, 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.
- 12.11 Vendor certifies that the 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 Vendor is in compliance with the State of Texas statutes and rules relating to procurement and that Vendor 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 <http://www.sam.gov>
- 12.12 §§2155.006 and 2261.053 of the 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, Vendor certifies that the individual or business entity named in this Contract is not ineligible to receive a contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
- 12.13 **DISCLOSURE OF RESTRICTED EMPLOYMENT**  
Pursuant to Gov't 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.
- 12.14 Vendor represents and warrants that payment to Vendor and Vendor's receipt of appropriated or other funds under this Contract are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.



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- 12.15 Vendor certifies that it, nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage.
- 12.16 Vendor certifies that to the best of its knowledge and belief, there are no suits or proceedings pending or threatened against or affecting it, which if determined adversely to it will have a material adverse effect on its ability to fulfill its obligations under this Contract.
- 12.17 To the extent applicable to the scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328.
- 12.18 Vendor represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in signing or accepting this Contract. Vendor also represents and warrants that entering into or accepting this Contract will not create the appearance of impropriety. Any existing or potential conflict of interest has been disclosed to TXDPS. This requirement to disclose any actual or potential conflict of interest will continue during the term of this Contract, and will survive until the end of the applicable recordkeeping requirements. identified for this Contract. Vendor has disclosed or does not employ any personnel who are current or former officers or employees of TXDPS or who are related, within the third degree by consanguinity (as defined by §573.023, Gov't Code) or within the second degree of affinity (as defined by §573.025, Gov't Code), to any current or former officers or employees of TXDPS.

#### 13. NOTE TO BIDDER:

If Bidder takes any exceptions to any provisions of this solicitation, these exceptions must be specifically and clearly identified by section in the Bid. If any exceptions are taken, the Bid may be declared non-responsive. 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' rules at 37 TAC Rule 1, Chapter 1, Subchapter U, Rule 1.264.

#### 15. DISPUTE RESOLUTION:

The dispute resolution process provided for in Chapter 2260, Gov't Code shall be used by the Vendor to attempt to resolve any dispute arising under this Contract.

#### 16. NON-APPROPRIATION OF FUNDS:

This Contract 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' or Vendor's delivery or performance under this Contract impossible or unnecessary, this 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 Vendor 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



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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, Vendor will refer to TXDPS any third party requests, received directly by Vendor, for information to which Vendor has access as a result of or in the course of performance under any contract resulting from this solicitation. Any part of the Bid that is of a confidential or proprietary nature shall be clearly and prominently marked as such by the Bidder.

TXDPS shall notify the Vendor in writing within a reasonable time from receipt of a request for information related to the Vendor's work under this Contract. The Vendor shall cooperate with TXDPS in the production of documents responsive to the request. TXDPS shall make a determination whether to submit a Public Information Act request to the Attorney General. The Vendor shall notify TXDPS within 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 Vendor 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 TXDPS.

#### 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 TXDPS shall be mindful of these restrictions when interacting with public purchasers of TXDPS.

By signing its Bid, Bidder affirms that the execution of a contract between Bidder and TXDPS will not create a conflict of interest or cause an appearance of a conflict of interest. Bidder shall disclose any existing or potential conflicts of interest or possible issues within its Bid that might create appearances of impropriety relative to Bidder's (and its proposed subcontractors') submission of its Bid and possible selection as Vendor or its performance of this Contract.

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

#### 19. FORCE MAJEURE:

Neither Vendor nor TXDPS shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Contract 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.



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**20. INDEPENDENT CONTRACTOR:**

Vendor is and shall remain an independent contractor in relationship to the TXDPS. TXDPS will not be responsible for withholding taxes from payments made under this Contract. Vendor shall have no claim against 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 DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TXDPS, 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 TXDPS SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

**INFRINGEMENTS**

- a) **VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TXDPS, 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 TXDPS SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. 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.**
- 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 TXDPS'S SPECIFIC INSTRUCTIONS, (IV) ANY INTELLECTUAL PROPERTY RIGHT OWNED BY OR LICENSED TO TXDPS, OR (V) ANY USE OF THE PRODUCT OR SERVICE BY TXDPS 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 TXDPS PROVIDES VENDOR WITH NOTICE OF AN ACTUAL OR POTENTIAL CLAIM, VENDOR MAY (OR IN THE CASE OF AN INJUNCTION AGAINST TXDPS, SHALL), AT VENDOR'S SOLE OPTION AND EXPENSE; (I) PROCURE FOR TXDPS 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 TXDPS'S USE IS NON-INFRINGEMENT.**



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**TAXES/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE – INCLUDING INDEMNITY**

- a) **VENDOR SHALL ACKNOWLEDGE 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 SHALL COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. TXDPS AND/OR THE STATE WILL 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.**
- b) **VENDOR SHALL DEFEND, 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 TXDPS SHALL 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 §2262.154, Gov't Code, the state auditor may conduct an audit or investigation of the Vendor 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 Vendor 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 Vendor 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 Contract may be amended unilaterally by TXDPS to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.003, Gov't Code. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Vendor 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 TXDPS since the last commission meeting.

- a. Contract valued at one million dollars and 00/100 (\$1,000,000.00) or more, including available renewal options.
- b. 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
- c. 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 TXDPS if required by applicable law. This Policy



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supersedes in its entirety the Commission's Contracting Policies adopted on August 15, 2012.

**24. NEWS RELEASES, ADVERTISEMENTS AND PUBLICITY:**

Vendor will 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. Vendor will 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:**

The Vendor is required to include electronically, a redacted copy of its Bid with specified private information removed, plus an overview of the nature of the information removed.

**26. CRIMINAL HISTORY BACKGROUND:**

Vendor shall 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. Vendor 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, TXDPS will 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 Vendor'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. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS:**

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 and 1 TAC, Chapter 206, when such products are available in the commercial market place or when such products are developed in response to a procurement solicitation.

**28. STATUTORY REPORTING REQUIREMENTS:**

Pursuant to Gov't Code 322.020 state agencies shall 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 Vendor's recognition of the stated statute and Vendor's consent to the TXDPS' submission to LBB for publication.

**29. ABANDONMENT OR DEFAULT:**

If the Vendor defaults on this Contract, TXDPS reserves the right to cancel this Contract without notice and either re-solicit or re-award this Contract to the next best responsive and responsible bidder. The defaulting Vendor 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, Vendor may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.



**STANDARD TERMS AND CONDITIONS  
FOR COMMODITIES AND SERVICES**

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

**31. DRUG FREE WORKPLACE POLICY:**

The Vendor 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 26) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Vendor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

**32. NOTICE:**

Any notice required or permitted under this Contract will be directed to the TXDPS Contract Administrator as identified within the solicitation document or to the Vendor's authorized representative named in the Vendor's Bid and will be deemed received:

- A. When delivered in hand and a receipt granted;
- B. Three (3) days after it is deposited in the United States mail by certified mail, return receipt requested; or
- C. When received if sent by confirmed facsimile or confirmed electronic mail.

**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.

**34. INSURANCE REQUIREMENTS FOR LAWN AND JANITORIAL SERVICES:**

The Vendor 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 TXDPS and authorized to do business in the State of Texas. Policies shall include terms and provisions indicated below. The Vendor shall provide and furnish evidence of the following insurance:

**34.1 Workers' Compensation and Employers' Liability** The Vendor shall maintain Workers' Compensation coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401.001 et seq. of the Texas Labor Code) and minimum policy limits for Employers' Liability of: a) by accident, five hundred thousand and 00/100 dollars (\$500,000.00) per each accident; and b) by disease, five hundred thousand and 00/100 dollars (\$500,000.00) per employee with a per policy aggregate of one million and 00/100 dollars (\$1,000,000.00).

**34.2 Commercial General Liability Insurance** with a combined single limit of \$500,000.00 per occurrence for coverage including products/completed operations, where appropriate, with a separate aggregate of \$1,000,000.00. If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than 60 months following completion of this Contract and acceptance by TXDPS.

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; 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.

**34.3 Business Automobile Liability Insurance** The Vendor shall maintain Business Automobile insurance coverage for all owned, hired, and non-owned vehicles, with a minimum combined single limit of \$1,000,000 for each accident for bodily injury and property damage. Such insurance will include coverage for loading and unloading hazards.

If the Vendor will carry pollutants or hazardous materials, endorsements for Pollution Liability Coverage for Automobile and Motor Carrier Act will be included.



## STANDARD TERMS AND CONDITIONS FOR COMMODITIES AND SERVICES

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

- 34.4 Additional Provisions:** The Vendor 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:
- A. TXDPS shall be named as an additional insured by using endorsement CG2026 or broader.
  - B. If insurance policies are not written for amounts specified above, the Vendor 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.
  - C. 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 Insurer 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".
  - D. Insurance shall be effective and evidence of acceptable insurance furnished to TXDPS, prior to commencing any operations under this Contract.
  - E. Name TXDPS and its commissioners, officers, and employees as additional insured to all applicable policies.
  - F. Waive subrogation against TXDPS, its commissioners, officers and employees, for bodily injury (Including death), property damage or any other loss.
  - G. Provide that the Vendor's insurance is the primary insurance in regards to TXDPS, its commissioners, officers, and employees.
  - H. 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.
  - I. Ensure that all certificates of insurance identify the service or product being provided and the name of responsible party.
  - J. The Vendor 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 TXDPS in lieu of commercial insurance policies.
  - K. All insurance coverage obtained by the Vendor shall continue in full force and effect during the term of the Contract. No Contract shall be entered into between the Vendor and TXDPS 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 Vendor shall commence.
  - L. 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" by A.M. Best or equivalent rating by a similar insurance rating agency.
  - M. The Vendor 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.
  - N. Vendor is responsible for the first dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.
  - O. The limits required herein are minimum acceptable. However, these limits are not to be construed as being the maximum any prospective vendor may wish to purchase for its own benefit.

### **35. INSURANCE REQUIREMENTS FOR OTHER THAN LAWN AND JANITORIAL SERVICES:**

Vendor shall comply with The 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 shall be provided upon request by TXDPS. Prior to the commencement of work under this Contract, the Vendor 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 TXDPS and authorized to do business in the State of Texas. Policies shall include terms and provisions indicated below. The Vendor 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:



**STANDARD TERMS AND CONDITIONS  
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- 35.1 Workers' Compensation and Employers' Liability** The Vendor shall maintain Workers' Compensation insurance coverage in accordance with statutory limits and maintain such coverage throughout the life of this Contract. Coverage A – Workers' Compensation (WC) Statutory limits for the State of Texas or for any state the Vendor's employee resides in. Coverage B – Employer's Liability (EL) \$1,000,000 each accident limit / \$1,000,000 Disease Policy / \$1,000,000 Disease each employee limit. The Vendor shall waive all rights against TXDPS, its board, trustees, officers, employees, agents, and volunteers for recovery of damages to the extent they are covered by WC and EL.
- 35.2 Business Automobile Liability Insurance** Vendor shall maintain Business Automobile insurance coverage for all owned, hired, and non-owned vehicles, with a minimum combined single limit of \$1,000,000 for each accident for bodily injury and property damage. Such insurance will include coverage for loading and unloading hazards. If Vendor will carry pollutants or hazardous materials, endorsements for Pollution Liability Coverage for Automobile and Motor Carrier Act will be included. The Vendor shall waive all rights against TXDPS, its board, trustees, officers, employees, agents, and volunteers for recovery of damages to the extent they are covered by the business auto liability insurance (or any other applicable auto physical damage coverage.)
- 35.3 Commercial General Liability Insurance Coverage** The Vendor shall maintain Commercial General Liability insurance coverage that will include, but not be limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability.  
\$1,000,000.00 each occurrence  
\$2,000,000.00 General Aggregate limit,  
\$2,000,000.00 Products and Completed Operations,  
\$1,000,000.00 Personal/Advertising injury,  
\$50,000 Damage to Premises  
\$5,000 Medical Payments
- a) 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 TXDPS.
  - b) 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.
  - c) 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.
  - d) TXDPS shall be named as an additional insured by using endorsement CG2026 or broader.
  - e) The Vendor's coverage will include an endorsement for waiver of subrogation and a 30 Day Notice of Cancellation to TXDPS. The Vendor shall waive all rights against TXDPS, its board, trustees, officers, employees, agents, and volunteers.
- 35.4 Umbrella/Excess Liability** The Vendor may combine its primary and Excess/Umbrella Liability limits to meet the minimum required coverage for any line of coverage; however, if it chooses this option, the coverage will be written at least as broad as those requirements defined above.  
\$1,000,000 Minimum Limit

**35.5 Additional Provisions**

The Vendor shall ensure 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:



## STANDARD TERMS AND CONDITIONS FOR COMMODITIES AND SERVICES

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

- A. Name TXDPS and its board, trustees, officers, employees, agents, representatives and volunteers as additional insured to all applicable policies.
- B. Waiver of subrogation against TXDPS and its board, trustees, officers, employees, agents, and volunteers, for bodily injury (Including death), property damage or any other loss to all policies.
- C. The Vendor's insurance will be the primary insurance in regards to TXDPS and its board, trustees, officers, employees, agents, and volunteers.
- D. All provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provision, will be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- E. All Certificates of Insurance will identify the service or product being provided and the name of the responsible party.
- F. No "self-insurance" coverage will be acceptable.
- G. The Vendor's insurance coverage will continue in full force and effect during the term of this Contract. This Contract will not be effective unless acceptable insurance certificates are received by TXDPS by the date scheduled for the execution of this Contract. Proof of insurance policies in a form acceptable to TXDPS will be delivered prior to the effective date of this Contract.
- H. All insurance coverage will be provided by insurance carrier(s) duly licensed, admitted and authorized to do business in Texas. All insurance carriers will be, at a minimum, rated "A" or better by A.M. Best or equivalent rating by a similar insurance rating service.
- I. The Vendor may choose the amount of deductible for any other insurance coverage required (above) to be obtained by the Vendor; however, except as it relates to professional liability insurance, in no event will such deductible for each occurrence exceed five (5) percent of the required yearly aggregate limit of coverage.
- J. The Vendor shall be responsible for the first dollar defense coverage. All general liability and professional liability policies will provide defense in addition to the policy limits.
- K. The limits required herein are the minimum acceptable limits. These limits will not to be construed as being the maximum the Vendor may wish to purchase for its own benefit.
- L. As respect to the total limits of liability required, any combination of primary and/or umbrella / excess liability coverage may satisfy those totals. However, if an umbrella / excess liability policy is used, coverage will be at least as broad as the primary coverage.

### 36. TERMINATION:

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

- 36.1 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 TXDPS, TXDPS 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, TXDPS will have the right to cancel this Contract upon ten (10) days written notice.
- 36.2 TERMINATION FOR UNAVAILABILITY OF FUNDS:** This Contract may be terminated as provided in the section herein entitled "Availability of Funds; Legislative Action." 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.
- 36.3 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.
- 36.4 TERMINATION BY MUTUAL AGREEMENT:** This Contract may be terminated upon mutual written agreement.
- 36.5 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.



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**36.6 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:**

- a) 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
- b) 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
- c) 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.

**36.7 GENERAL TERMINATION PROVISIONS:**

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.

- a) This Contract does not grant Vendor a franchise or any other vested property right.
- b) 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.
- c) 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.
- d) 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.
- e) 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 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
- f) 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.
- g) However, Vendor may be entitled to the remedies provided in Gov't Code, Chapter 2260.

**37 HISTORICALLY UNDERUTILIZED BUSINESS PARTICIPATION REQUIREMENTS:**

The Vendor represents and warrants that it shall comply with the Historically Underutilized Business requirements pursuant to Government Code, Chapter 2261. A HUB Subcontracting Plan (HSP) form must be filled out and returned with the solicitation response to be considered responsive. If the response does not include a HUB Subcontracting Plan, it will be rejected as a material failure to comply with the advertised specifications. If the TXDPS HUB Administrator determines an HSP is required, the instructions and sample forms will be included within this solicitation.



**STANDARD TERMS AND CONDITIONS  
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**38 CERTAIN BIDS AND CONTRACTS PROHIBITED (Gov't Code 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.

**38.1** 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 solicitation on which the bid or contract is based.

**38.2** A bid or award subject to the requirements of this section must include the following statement:  
Under Section 2155.04, Gov't 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.

**38.3** 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 Section 12 herein, the state agency may immediately terminate the contract without further obligation to the Vendor.

**38.4** 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 vendor from providing free technical assistance to a state agency.

**39 APPLICABLE LAW/VENUE:**

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

**40 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.

**41 TAXES:**

Purchases made for state use 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.

**42 SUBSTITUTIONS:**

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

**43 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.



## STANDARD TERMS AND CONDITIONS FOR COMMODITIES AND SERVICES

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#### **44 RECORD RETENTION:**

Vendor shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. Vendor shall retain these records for a period of seven years after the expiration of the contract, or until TXDPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer. Vendor shall grant access to all books, records, and documents pertinent to the contract to TXDPS, SAO and any federal governmental entity that has authority to review records due to federal funds being spent under the contract.

#### **45 NOTICE UNDER GOVERNMENT CODE 2252.908:**

Pursuant to Gov't Code 2252.908 TXDPS may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to TXDPS at the time the business entity submits the signed contract to TXDPS. The Texas Ethics Commission has adopted rules and procedures under these provisions:

[https://www.ethics.sta572e.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.sta572e.tx.us/whatsnew/elf_info_form1295.htm)

Any contract found to violate Government Code 2252.908 is void.

# ATTACHMENTS

<b>List of Attachments</b>	<b>Description</b>	<b>Page</b>
Attachment A	Checklist.....	27-28
Attachment B	Scope of Work, Specifications, and Drawings/Floor Plans .....	29-86
Attachment C	Verifications .....	87-88
Attachment D	Wage Rates .....	89-94

**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

- This 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/bsollogin.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”)
- Attended the Mandatory Pre-Bid Conference / Site Visit
- Verifications (Attachment C)
- Insurance (*Awarded Vendor Only*)
- Payment Bond (*Awarded Vendor Only*)

**ATTACHMENT B**

**SCOPE OF WORK**  
**SPECIFICATIONS**  
**DRAWINGS/FLOOR PLANS**

## SECTION 01 11 00 – SUMMARY OF WORK

### SECTION 1.0 GENERAL

#### 1.01 SCOPE OF WORK

This section outlines the scope of work included demolish existing and construct the remodeled space as indicated in the floor plan attachment. Refer to the appropriate specification sections for further information about installation, preparation methods and components to be provided. The Contractor is responsible for including all means and methods necessary to complete this portion of the project. TXDPS will provide the furniture, camera installation and data cabling only. There is a portion of work described in the attached documents that is the responsibility of the City of Tolar. These requirements are included for coordination purposes. This contract will include the coordination required with City of Tolar and TXDPS on areas where the work will intersect. In general, the work includes, but is not limited to the following items:

1. All work under this contract shall meet state and local codes and ordinances.
2. See Sheet A001 for Demolition required. There is an asbestos Contractor that will be removing all gypsum board on the walls and ceiling. That Contractor will also be remediating the VCT flooring. This contract will be responsible for all other demolition as indicated on attached floor plans.
3. The existing electrical panel will remain and new circuits added to meet the demands of the new remodel.
4. Provide LVT, Luxury Vinyl Tile (See attached specification section) for the areas indicated on the attached floor plan.
5. Supply and install new rubber wall base – see specification section and finish schedule.
6. Supply and install minor floor patch where needed to verify that the substrate is smooth and ready for LVT installation.
7. Install new LVT as indicated on floor plan and by manufacturer's recommended installation instructions.
8. All walls are to be painted per specifications and attached finish schedule.
9. Walls indicated on floor plan will require wainscot per attached finish schedule.
10. Install knock down metal door frames, solid core wood doors and TXDPS approved door hardware for door number: 2,3,4,5 and 6B. See attached specifications and floor plan.
11. Provide new hardware as indicated in door hardware specification for doors 1 and 6A.
12. Install new walls per floor plan. Wall types are included in the floor plan attachment.
13. Install new janitor sink and floor drains where indicated on plans. Rough in will be provided by City of Tolar – coordination required. Core drill existing concrete slab to accommodate and connect all piping. Contractor to verify that installation of floor drains follows all ADA accessibility standards.
14. Install new gypsum board, tape float and finish on ceiling, new lighting, new supply/ return diffusers, new exhaust fans and attic access scuttle.
15. Electrical/Mechanical/Data room requirements:
  - a. Coordinate exact location and Nema configuration of all wiring devices with TXDPS prior to installation.
  - b. Utilize #10 THHN minimum wiring devices for this room.
  - c. Provide specified grounding bar and installation. Route #4 insulated CU ground wire from ground bar to structural steel per code.
  - d. Bond cable tray to ground bar with #6 THHN
  - e. Install 2-  $\frac{3}{4}$ "x 4'x4' pieces of painted, plywood for telephone backboard.
  - f. Install a dedicated electrical outlet on wall close
16. Provide  $\frac{1}{4}$ " thick solid surface window sills on all existing windows. 1" mini-blinds will also be required on all windows – color determined by TXDPS.
17. TXDPS will supply furniture. CSRs and ADLTs are cubicle furniture which will require final electrical and data connections under this contract.
18. Painting existing door and frame 6A.
19. Provide and install bi-level electric drinking water fountain (EDF) located as per attached plan. One level mounted at standing height and the other to be mounted at sitting height – verify compliance with Texas Accessibility Standards (TAS). Product to be equal to Elkay LZSTLK Water Refilling station, Bi-Level Reversible, W/Filter, Item # T9FB384231N.
20. Clean area daily and at completion of project for a ready to use condition.
21. Contractor is required to provide a turnkey final product. If there are any missing items not included in this scope of work, Contractor is to notify TXDPS in writing of any issues.
22. Provide batt insulation above ceiling in attic, see attached specifications for requirements.
23. Provide Warranty on all installation.

## **1.02 QUALITY CONTROL**

1. Contractor is responsible for properly disposing of all debris including trash, or construction debris associated with this project. Removal shall not utilize TXDPS dumpster or equipment unless authorized by TXDPS Building Manager.
2. TXDPS will identify an exterior staging area/ entry for use by the Contractor. This temporary storage must be maintained in a neat orderly manner and restored to original condition upon completion.
3. Any container used as part of this contract is subject to inspection upon being located on TXDPS property.
4. Contractor shall efficiently schedule all work to ensure work will be done in as few calendar days as possible for optimum installation to meet the manufacturer's warranty requirements. All work shall be continuous to ensure the facility impact is minimal with limited disruptions. Every effort shall be made to eliminate down time and get the TXDPS operations back in service as quickly and safely as possible. The exact dates will be coordinated once the bid award is made.
5. All work will be performed by qualified craft persons with a minimum of (3) three years of experience in the field. It shall be the Contractor's responsibility to provide only skilled qualified workers for this project.
6. The new work shall comply with the state and local ordinances.
7. Attached demo and floor plans include other trades work for reference of work that will be coordinated in the space.

## **1.03 PERFORMANCE REQUIREMENTS**

1. All work shall be considered new unless otherwise indicated.
2. The Contractor shall check and verify all dimensions, notes, conditions in the installation area on site before any construction work is started. All discrepancies shall be reported to TXDPS in writing. 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.
3. The Contractor shall assume full responsibility for the accuracy, fit and stability of all parts of the work.
4. 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 plans, specifications, said codes, rules and regulations, shall be immediately brought to the attention of TXDPS Facilities Department, in writing for resolution.
5. The Contractor shall provide all necessary protection of existing work and newly added work.
6. 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.
7. Working hours will be between 7:00 am and 5:00 pm during the week and during the weekend if necessary. TXDPS needs to be clean and ready for work as soon as work is complete. If additional time is necessary for the specified products, schedule must be coordinated with TXDPS before any work begins.
8. 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 drawings and specifications and to the satisfaction of TXDPS.
9. 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.
10. All materials and construction to be incorporated in the work shall be in strict accordance with the latest editions of IBC and shall conform to the standards and recommendations of the various trade institutes where applicable.
11. The Contractor shall coordinate the work of any and all Sub-Contractors and with the City of Tolar on their portions of work.
12. Manufacturer's Instructions:
  - a. 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.
  - b. Should instruction conflict with Contract Documents, request clarification from TXDPS Contact before proceeding.
13. Manufacturer's Certificates:
  - a. When required in individual specifications section, submit manufacturer's certificate, in duplicate, certifying that products meet or exceed specified requirements, executed by responsible officer.

#### **1.04 PROJECT CONDITIONS**

1. 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.
2. 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.
3. 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's satisfaction.

#### **1.05 PRECONSTRUCTION CONFERENCE**

1. 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.
2. TXDPS shall reserve the right to require an alternate superintendent and/or foreman.
3. The preconstruction conference shall not be held until all specified submittals have been received, reviewed and accepted by TXDPS's Contact.
4. 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.

#### **1.06 EMERGENCY RESPONSE**

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

#### **1.07 SUBMITTALS**

1. Provide:
  - a. Manufacturer's technical data.
  - b. Application or installation instructions.
  - c. Substitution Request Form, if necessary.
2. Provide schedule of installation as part of this requirement.
3. Provide samples and manufacturer's literature for all products used on this project.
4. Provide certificates signed by the manufacturer certifying that installers comply with specified requirements.
5. All bidders shall submit information of not less than three (3) projects of similar size and complexity to include:
  - a. Project name and location.
  - b. Products installed.
  - c. Date of completion.
  - d. Owner's contact name and telephone number.
6. Provide maintenance data for O&M (Operations and Maintenance) Manuals.
7. Provide warranty information to be turned over to TXDPS at Substantial Completion.
8. All submittals, samples and documentation required in the specifications should be sent to TXDPS contract monitor for this project as noted on cover sheet of specifications.

#### **1.08 SCHEDULING**

1. All field work installations at the listed location shall be scheduled to facilitate continued facility usage as required by the TXDPS.
2. Prior approval must be received from local TXDPS staff if scheduled project tasks may impact regular TXDPS facility operational schedule.
3. 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.
4. 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.

### 1.09 Special Considerations

1. Even if it is not anticipated, the Contractor may be required to shut down operations during the project for an unforeseen State of Texas emergency. In this event, the Contractor will be required to finish any open work, secure the site staging area, and evacuate his personnel as safely but as quickly as possible from the property. Notification to return to work will be issued as soon as possible from authorized TXDPS personnel.
2. Any Propane tanks, gas cylinders or other flammable/hazardous materials must be secured and stored in a safe industry acceptable manner when in use or when they are being stored for future use at this or any TXDPS facility. Storage locations and quantities are to be identified to the affected Building Manager for the duration of the contract.
3. Contractor vehicles used for transport of personnel or materials shall be locked with the emergency brake set and the ignition key removed when left unattended. Parking or storage must be located only in approved areas determined by the local building manager. The Department of Public Safety shall not be responsible for damage by others to contract or Personal vehicles left on the project site. Any vehicle or equipment without an ignition key starter shall be rendered inoperable if left overnight. Also, any Vehicle or large equipment with a common industrial type of ignition source shall be rendered inoperable if left overnight. Security and safety of tools or equipment shall be the responsibility of the Contractor during work and after regular business hours. Items such as ladders must be removed and secured prohibiting unauthorized access to the facility.
4. The facility shall not be left open by removal of any building component without prior knowledge of the TXDPS Building Manager. All removed openings are to be left secure with new products at the end of each work day or reasonably secured with 3/4" plywood or industry standard plugs. Temporary fillers must be cut to size and screwed securely into the opening in the event new component material need to be altered if the first attempt fails to fit an opening.
5. Contractor will be required to provide operation demonstration to the identified staff for future maintenance needs along with other information on warranty, maintenance manuals or other related details. Warranty information is subject to approval by Department of Public Safety's Legal Section. Counsel may advise as to the warranty details that are not in compliance to state law or must be changed not to violate agency policy.
6. Work will be performed in secure facilities in each Region. Contract work crews are subject to Background checks prior to allowing access to these facilities. This includes **all** workers associated with the Contractor or their respective sub- contractors.
7. Documents will be provided to the primary Contractor for distribution to their affected personnel or sub-contractors. The Department of Public Safety 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 in secure TXDPS facilities. Nondisclosure statements may be required when working on or within certain TXDPS locations.

### 1.10 DEFINITIONS

1. 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.
2. 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.
3. TXDPS Contact: TXDPS primary representative for this project having authority to communicate project details and accept or deny final installation completion.
4. TDLR-TAS: Texas Department of Licensing and Regulation – Texas Accessibility Standards.

### 1.11 PREFERRED PRODUCTS

1. 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.

### **1.12 CONTRACT METHOD**

1. Project will be constructed under a single prime contract.
2. Contractor is mandated to make a scheduled site visit prior to sending in their bid proposal.
3. TXDPS reserves the right to reduce Scope of Work. In such cases, TXDPS will send out a revised Scope of Work to bidders for a revised bid.

### **1.13 WARRANTY**

1. Installer shall furnish a single, written warranty covering 100% of the new material and labor costs protecting TXDPS, for a period of one (1) years from date of Substantial Completion.
2. 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.
3. 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.
4. 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 one (1) years from the date of Substantial Completion, and shall be signed by a Principal of the Contractor's firm, and sealed if a corporation.
5. If requested by TXDPS Contact, submit a letter from the manufacturer acknowledging that completed Work is acceptable and that warranty remains in effect.

### **1.14 FINAL INSPECTION AND PAYMENT**

1. 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.
2. 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.

### **1.15 PERMITS**

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

### **1.16 PRE-JOB DAMAGE SURVEY OF FACILITY**

1. 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 the Contractor during execution of the project.
2. Documentation recorded during this meeting (pictures and videos) will be sent to TXDPS in order to review at the end of the project. It is the responsibility of the Contractor to provide this documentation.

## **PART 3 - EXECUTION**

### **3.0 EXAMINATION**

1. 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.
2. 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.
3. Do not proceed with Work until unsatisfactory conditions have been corrected.
4. Commencement of installation constitutes acceptance of conditions and cost of any corrective measures are the responsibility of the Contractor.
5. 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.
6. Ensure preparatory works are correctly done prior to main work.

**END OF SUMMARY OF WORK**

## SECTION 01 31 19 – PROJECT MEETINGS

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract.

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:
  1. **Start Date meeting (establishes start date)**
  2. **Pre-construction conferences.**
  3. **Pre-installation meetings.**
  4. **Progress meetings.**
  5. **Inspection / Coordination Meetings**
  6. **As-built drawings review**
  7. **And as required**

#### 1.3 PRE-CONSTRUCTION CONFERENCE

- A. The Contractor will attend a pre-construction conference before starting construction, as scheduled by the Construction Administrator convenient to TXDPS, the Construction Administrator, Architect, and Contractor. This meeting will take place at least fourteen (14) days prior to official Start Date. Hold the conference at the Project Site or another convenient location as directed by the Construction Administrator. The Construction Administrator shall conduct the Pre-construction Conference to review the Contractor and Subcontractor responsibilities and personnel assignments.
- B. Attendees: Authorized representatives of the Construction Administrator, City of Tolar representative; the Contractor and its superintendent; major subcontractors; TXDPS agency representative; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: TXDPS to create agenda for this meeting. Discuss items of significance that could affect progress, including the following:
  1. **Establish a date for notice to proceed.**
  2. **Tentative construction schedule.**
  3. **Progress meeting schedule.**
  4. **Designation of responsible personnel to represent TXDPS, Contractor and City of Tolar.**
  5. **Procedures for processing field decisions.**
  6. **Submittal of Shop Drawings, Product Data, and Samples.**
  7. **Preparation of record documents.**
  8. **Use of the premises.**
  9. **Temporary Utilities**
  10. **Parking availability.**
  11. **Housekeeping.**
  12. **Working hours.**

#### **1.4 PRE-INSTALLATION/CONSTRUCTION CONFERENCES**

- A.** The Contractor will schedule a pre-installation conference(s) at the Project Site before each construction activity that requires coordination with other construction. The Contractor shall be responsible to notify in writing the Construction Administrator and the appropriate Subcontractor(s), etc., of the date and time of all Pre- installation/Construction Conferences. Notification shall be at least seven (7) days, prior to the Conference. The Contractor shall be responsible for coordination and attendance of all Subcontractors, etc., involved in or affected by the installation for all Pre-installation/Construction Conferences.
- B.** Attendees: The Contractor, Subcontractors, TXDPS and Architect, City of Tolar and the installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. The Contractor shall advise all attendees of the scheduled Pre-installation/Construction Conferences dates.
- C.** Review the progress of other construction activities and preparations for the particular activity under consideration at each Pre-installation/Construction Conference, including but not limited to the following requirements:
  - 1. Contract Documents.**
  - 2. Options.**
  - 3. Shop Drawings, Product Data, and quality-control samples.**
  - 4. Possible conflicts.**
  - 5. Compatibility problems.**
  - 6. Time schedules.**
  - 7. Weather limitations.**
  - 8. Manufacturer's recommendations.**
  - 9. Warranty requirements.**
  - 10. Inspecting and testing requirements.**
  - 11. Required performance results.**
  - 12. Recording requirements.**
- D.** The Construction Administrator will record significant discussions and agreements and disagreements of each Pre-installation/Construction Conference, and the approved schedule. The Construction Administrator will promptly distribute the record of the Pre-installation/Construction Conference to all attendees.
- E.** The Contractor shall not proceed with the installation/construction if the conference cannot be successfully concluded. The Contractor shall be responsible to initiate whatever actions are necessary to resolve impediments to performance of Work and schedule and reconvene another Pre-installation/Construction Conference at the earliest feasible date. Failure of the Contractor to resolve impediments to the performance of the work will not result in an extension of days.

## **1.5 PROGRESS MEETINGS**

- A. The Construction Administrator will conduct progress meetings, weekly, at the Project Site or at regular intervals as agreed upon at the Pre-construction Conference. The Construction Administrator will notify TXDPS, the Architect, and the Contractor of the scheduled Progress Meeting dates. Coordinate dates of Progress Meetings with preparation of Application for Payment requests.
- B. Attendees: In addition to representatives of the Contractor, Construction Administrator, TXDPS and the Architect, subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities may be requested to attend these meetings on an as needed basis. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work. The Contractor shall include the site superintendent as a minimum.
- C. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
  - 1. **Construction Schedule: Review progress since the last Progress Meeting. Determine where each activity is in relation to the required Contractor's "Construction Schedule" or "CPM Schedule" and whether each activity is on time or ahead or behind Schedule. Determine how Work that is behind Schedule will be expedited; secure commitments from parties involved to do so. Discuss whether Schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.**
  - 2. **Review the present and future needs of each entity present, including the following:**
    - a. **Interface requirements.**
    - b. **Time.**
    - c. **Sequences.**
    - d. **Status of submittals.**
    - e. **Deliveries.**
    - f. **Off-site fabrication problems.**
    - g. **Access.**
    - h. **Site utilization.**
    - i. **Temporary facilities and services.**
    - j. **Hours of work.**
    - k. **Hazards and risks.**
    - l. **Housekeeping.**
    - m. **Quality and work standards.**
    - n. **Coordination to occur with City of Tolar and Contractor for work that will eventually integrate.**
    - o. **Coordination / Inspection: above ceiling, in-wall and TDLR/TAS inspections.**

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION (Not Applicable)**

**END OF SECTION 01 31 19**

## **SECTION 01 40 00 - 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 Contract Monitor 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 Contract Monitor 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 Contract Monitor 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 Contract Monitor.
- 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 Contract Monitor and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify TXDPS Contract Monitor 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**

## **SECTION 01 73 00 - 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 ensure 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**

## **SECTION 01 74 00 - 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. Rake clean other exterior surfaces.

## **END OF SECTION**

## **SECTION 02 41 19 - SELECTIVE STRUCTURE DEMOLITION**

### **PART 1 GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Demolishing designated building equipment and fixtures.
  - 2. Demolishing designated construction.
  - 3. Cutting and alterations for completion of the Work.
  - 4. Removing designated items for reuse and TXDPS's retention.
  - 5. Protecting items designated to remain.
  - 6. Removing demolished materials.

#### **1.2 SUBMITTALS**

- A. Requirements for submittals. As specified.
- B. Demolition Schedule: Indicate overall schedule and interruptions required for utility and building services.

#### **1.3 CLOSEOUT SUBMITTALS**

- A. Requirements for submittals. As specified.
- B. Project Record Documents: Accurately record actual locations of capped utilities, concealed utilities discovered during demolition, and subsurface obstructions.
- C. Operation and Maintenance Data: Submit description of system, inspection data, and parts lists.

#### **1.4 QUALITY ASSURANCE**

- A. Conform to applicable code for demolition work, dust control, products requiring electrical disconnection and re-connection.
- B. Conform to applicable code for procedures when hazardous or contaminated materials are discovered.
- C. Obtain required permits from authorities having jurisdiction.

#### **1.5 PRE-INSTALLATION MEETINGS**

- A. Project Meetings: Pre-installation meeting. As specified.
- B. Convene minimum one week prior to commencing work of this section.

#### **1.6 SEQUENCING**

- A. Summary of Work: Requirements for sequencing. As specified.
- B. Sequence activities in the following order and stages.
  - 1. Coordinate with TXDPS and Architect order of work.

#### **1.7 SCHEDULING**

- A. Schedule Work to coincide with hazardous materials and other trades on site.
- B. Cooperate with TXDPS in scheduling noisy operations and waste removal that may impact TXDPS operation and in adjoining spaces.
- C. Coordinate utility and building service interruptions with TXDPS.
  - 1. Do not disable or disrupt building fire or life safety systems without seven days prior written notice to TXDPS.
  - 2. Schedule tie-ins to existing systems to minimize disruption.

#### **1.8 PROJECT CONDITIONS**

- A. Conduct demolition to minimize interference with adjacent and occupied building areas.
- B. Cease operations immediately if structure appears to be in danger and notify Architect/Engineer. Do not resume operations until directed.
- C. Notify Architect upon discovery of unknown hazardous materials.
- D. Refer to Asbestos and Lead Abatement Specifications for known hazardous materials.
- E. 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.

- F. 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.
- G. Promptly repair damages caused to adjacent facilities by demolition work at no cost to TXDPS.
- H. 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.
- I. 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 Used.

## **PART 3 EXECUTION**

### **3.1 PREPARATION**

- A. Notify affected utility companies before starting work and comply with their requirements.
- B. Mark location and termination of utilities.
- C. Erect, and maintain temporary barriers and security devices, including warning signs and lights, and similar measures, for protection of the public, TXDPS, and existing improvements indicated to remain.
- D. Erect and maintain weatherproof closures for exterior openings.
- E. Erect and maintain temporary partitions to prevent spread of dust, odors, and noise to permit continued TXDPS occupancy.
- F. Prevent movement of structure; provide temporary bracing and shoring required to ensure safety of existing structure.
- G. Provide appropriate temporary signage including signage for exit or building egress.
- H. Do not close or obstruct building egress path.

### **3.2 SALVAGE REQUIREMENTS**

- A. Coordinate with TXDPS to identify building components and equipment required to be removed and delivered to TXDPS.
- B. Tag components and equipment TXDPS designates for salvage.
- C. Protect designated salvage items from demolition operations until items can be removed.
- D. Carefully remove building components and equipment indicated to be salvaged.
- E. Disassemble as required to permit removal from building.
- F. Package small and loose parts to avoid loss.
- G. Mark equipment and packaged parts to permit identification and consolidation of components of each salvaged item.
- H. Prepare assembly instructions consistent with disassembled parts. Package assembly instructions in protective envelope and securely attach to each disassembled salvaged item.
- I. Deliver salvaged items to TXDPS. Obtain signed receipt from TXDPS.

### **3.3 DEMOLITION**

- A. Conduct demolition to minimize interference with adjacent and occupied building areas.
- B. Maintain protected egress from and access to adjacent existing buildings at all times.
- C. Do not close or obstruct roadways or sidewalks without permits.
- D. Cease operations immediately when structure appears to be in danger and notify TXDPS.
- E. Disconnect and remove selected utilities within demolition areas.
- F. Cap and identify abandoned utilities at termination points when utility is not completely removed. Annotate Record Drawings indicating location and type of service for capped utilities remaining after demolition.
- G. Demolish in orderly and careful manner. Protect existing improvements, supporting structural members.
- H. Carefully remove building components indicated to be reused.
  - 1. Disassemble components as required to permit removal.
  - 2. Package small and loose parts to avoid loss.
  - 3. Mark components and packaged parts to permit reinstallation.
  - 4. Store components, protected from construction operations, until reinstalled.
- I. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.
- J. Remove materials as Work progresses. Upon completion of Work, leave areas in clean condition.
- K. Remove temporary Work.

**END OF SECTION 02 41 19**

## SECTION 06 20 20 - INTERIOR FINISH CARPENTRY

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Provisions established in the Scope of Work and the Drawings are collectively applicable to this Section.

#### 1.2 SECTION INCLUDES

- A. Interior Finish Carpentry Work
  - 1. Standing and running trim, including, but not limited to, wood cap and chair rail.
  - 2. Plastic-laminate-faced wood paneling.

#### 1.3 SUBMITTAL

- A. General: Submit following items in accordance with Scope of Work.
- B. Product Data: Manufacturer's technical literature for factory fabricated items and components.
- C. Samples: Submit stained or finished samples of each piece of trim and paneling.

#### 1.4 QUALITY ASSURANCE

- A. Fabrication Standards: Fabricate items in accordance with AWI standards listed below using premium grade.
  - 1. Lumber grades: AWI Section 100.
  - 2. Standing and running trim: AWI Section 300.
  - 3. Counter tops: AWI Section 400.
  - 4. Shelving: AWI Section 600.
  - 5. Miscellaneous work: AWI Section 700.
  - 6. Door frames: AWI Section 900.
- B. Regulatory Requirements: Conform to applicable code for fire retardant requirements.

#### 1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, handle, and protect products in accordance with specification Section 01650 – PRODUCT DELIVERY REQUIREMENTS.
- B. Protect materials from damage, soiling and deterioration.
- C. Do not deliver finish carpentry materials until job site conditions and operations which could damage, soil or deteriorate work are complete.
- D. Store products and materials in ventilated, interior locations.

#### 1.6 ENVIRONMENTAL REQUIREMENTS

- A. Install finish carpentry products only when temperature and humidity conditions have been stabilized and will be maintained.
- B. Maintain temperature and moisture conditions as recommended by woodwork fabricator from date of installation through remainder of construction period.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. General
  - 1. Comply with quality and grading standards contained herein for each material.
  - 2. Masonite thicknesses are noted or detailed.
  - 3. Products surfaced four sides, unless noted otherwise.
- B. Hardwood Lumber
  - 1. Quality standard: FS MM-L-736C.
  - 2. Grading standard: AWI Premium Grade
  - 3. Maximum moisture content: 6 percent.
  - 4. Species: Oak, stained to match "Huntington Maple" laminate below, clear semi-gloss finish. Refer to Appendix 02\_TXDPS Finish Schedule.
  - 5. Grain: Sliced as required to produce desired aesthetic effect.

- C. Laminate Materials
    - 1. High pressure laminate surface
      - a. Quality standard: NEMA, LD-3.
      - b. Grade: AWI Custom Grade.
      - c. Thickness: 0.050 inch for horizontal grade; 0.028 to 0.032 inch for vertical grade.
      - d. Core: Standard.
      - e. Finish: Refer to Appendix 02\_TXDPS Finish Schedule.
      - f. Acceptable Manufacturers
        - 1) Wilson art by Ralph Wilson Plastics, Temple, TX.
        - 2) Nevamar by Exxon Chemical Co., Odenton, MD.
        - 3) Formica by Formica Corp., Wayne, NJ.
        - 4) Lamin-Art, Inc.
        - 5) Substitutions: Submit in accordance with Section 016000.
    - 2. Masonite or Equal Backing Sheets
      - a. ¼" inch thick.
      - b. Acceptable manufacturers: Same as for high pressure laminate surfacing.
- 2.2 ACCESSORIES AND TREATMENT**
- A. Bolts, Nuts, Washers, Lags, Pins, Nails, and Screws: Size and type to suit application.
  - B. Nails: Size and type to suit application, plain finish.
- 2.3 ADHESIVE**
- A. For Plastic Laminate: Fed. Spec. A-A-1936.
- 2.4 FINISH**
- A. Laminate Finish: Appendix 02\_TXDPS Finish Schedule.

**PART 3 – EXECUTION**

**3.1 EXAMINATION**

- A. Verify that surfaces, openings and conditions are ready to receive work of this section. Notify General Contractor of any existing condition which will adversely affect execution. Beginning of execution will constitute acceptance of existing conditions.
- B. Verify that mechanical, electrical, and other items affecting work of this section are in place and ready to receive the work.
- C. Beginning of installation indicates acceptance of existing conditions.

**3.2 PREPARATION**

- A. Prime paint or seal concealed surfaces and items or assemblies which will be in contact with cementitious materials or surfaces.
- B. Make field cuts with extreme care to avoid splintering.

**3.3 INSTALLATION**

- A. Install using skilled workmen in accordance with manufacturer's printed instructions and recommendations.
- B. Install laminate work in accordance with AWI Custom Quality Standards and mill work in accordance with AWI Premium Grade Quality Standards. Handle materials to avoid dents and other damages.
- C. Set and secure materials and components, rigid, plumb, and square.
- D. Shim as required using concealed shims.
- E. Cut to fit to exact size. Where necessary to fit at site, provide ample allowance for cutting and fitting.
- F. Distribute defects allowed in quality grade to best overall advantage when installing job assembled woodwork items.
- G. Install trim and molding in unjointed lengths for openings and for runs less than maximum length of lumber available. For longer runs, use only one piece less than maximum length available in straight run.

**3.4 TOLERANCES FOR FIELD ASSEMBLIES/JOINED ITEMS**

- A. Maximum Variation from True Position: 1/16 inch.
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch.

**END OF SECTION**

## **SECTION 07 21 00 - BUILDING INSULATION**

### **PART 1 - GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Batt thermal insulation at ceiling – see section 2.3.B below.
- B. Sound batt insulation at bathroom interior walls – see section 2.3.A below.
- C. Batt thermal insulation at metal studs around existing exterior CMU wall.

#### **1.2 RELATED SECTIONS**

- A. Section 05 12 00 – Structural Steel Framing
- B. Section 09 20 60 – Gypsum Board Systems

#### **1.3 REFERENCES**

- A. ASTM International Inc. (ASTM):
  - 1. ASTM C165 - Test Method for Measuring Compressive Properties of Thermal Insulations.
  - 2. ASTM C411 - Test Method for Hot-Surface Performance of High-Temperature Thermal Insulation.
  - 3. ASTM C612 - Specification for Mineral Fiber Block and Board Thermal Insulation.
  - 4. Light Frame Construction and Manufactured Housing; 2001.
  - 5. ASTM C764 - Specification for Mineral Fiber Loose-Fill Thermal Insulation.
  - 6. ASTM C1015 - Practice for Installation of Cellulosic and Mineral Fiber Loose-Fill Thermal Insulation.
  - 7. ASTM C1104 - Test Method for Determining the Water Vapor Sorption of Unfaced Mineral Fiber Insulation.
  - 8. ASTM C1304 - Standard Test Method for Assessing the Odor Emission of Thermal Insulation Materials.
  - 9. ASTM C1320 - Standard Practice for Installation of Mineral Fiber Batt and Blanket Thermal Insulation.
  - 10. ASTM C1338 - Standard Test Method for Determining Fungi Resistance of Insulation Materials and Facings.
  - 11. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2001.
  - 12. ASTM E96 - Test Methods for Water Vapor Transmission of Materials.
  - 13. ASTM E119, - Test Methods for Fire Tests of Building Construction and Materials.
  - 14. ASTM E136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace at 750 Degrees C; 1999.
  - 15. ASTM E970 - Critical Radiant Flux of Exposed Attic Floor Insulation Using a Radiant Heat Energy Source.

#### **1.4 SUBMITTALS**

- A. Submit under provisions of Division 1.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Test data showing compliance of products with specified requirements.
  - 2. Preparation instructions and recommendations.
  - 3. Storage and handling requirements and recommendations.
  - 4. Installation methods.

#### **1.5 QUALITY ASSURANCE**

- A. Source Limitations: Obtain each type of building insulation through one source.
- B. Fire-Test-Response Characteristics: Provide insulation and related materials with the fire-test-response characteristics indicated, as determined by testing identical products per test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.
  - 1. Surface-Burning Characteristics: ASTM E84.
  - 2. Fire-Resistance Ratings: ASTM E119.
  - 3. Combustion Characteristics: ASTM E136.

#### **1.6 DELIVERY, STORAGE AND HANDLING**

- A. Protect insulation materials from physical damage and from deterioration by moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

## **PART 2 - PRODUCTS**

### **2.1 MANUFACTURERS**

- A. Acceptable Manufacturer: Johns-Manville International, Inc. (JM), PO Box 5108, Denver, CO 80217. ASD. Tel: (800) 654-3103. Fax: (303) 978-2318. www.jm.com.
- B. Or approved Equal.

### **2.1 INSULATING MATERIALS - GENERAL**

- A. General: Provide insulating materials that comply with requirements and with referenced standards.
  - 1. Preformed Units: Sizes to fit applications indicated; selected from manufacturer's standard thicknesses, widths, and lengths.

### **2.2 FORMALDEHYDE-FREE INSULATING MATERIALS**

- A. Formaldehyde-Free Unfaced Glass-Fiber Batt Thermal and Acoustic Insulation: Equal to JM Formaldehyde-Free Fiber Glass Sound Control Insulation; ASTM C665, Type I; with maximum flame-spread and smoke-developed indices of 25 and 50, respectively; and of the following properties:
  - 1. Thermal Resistance (R-Value): 13.
  - 2. Combustion Characteristics: Passes ASTM E136.
  - 3. Thickness: R-13 3-5/8 inches.
  - 4. Thickness: Minimum 3-1/2 " thick or as required (to achieve required overall STC rating of 49 only at restroom interior walls is STC rating required).
- B. Formaldehyde-Free FSK-25 Faced Glass-Fiber Batt Insulation: JM Formaldehyde-Free Kraft Faced Batts; ASTM C665, Type III, Class A, Category 1 for FSK (foil-scrim-Kraft)faced, with maximum flame-spread and smoke-development; indices of 25 and 50, respectfully; and of the following properties:
  - 1. Thermal Resistance (R-Value): 19.
  - 2. Thickness: R-19, 6-1/2 inches

### **2.4 INSULATION ACCESSORIES**

- A. Tape: Self-adhesive vapor retarder tape with flame spread index of 25 or less, smoke developed index of 50 or less.
- B. Fasteners: Type recommended by insulation manufacturer for application.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates and conditions for compliance with requirements for Sections in which substrates and related work are specified and other conditions affecting performance.
- B. Verify insulation materials, adjacent materials, and substrates are dry and ready to receive insulation and adhesives.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Clean substrates of substances harmful to insulations or vapor retarders, including removing projections capable of puncturing vapor retarders or of interfering with insulation attachment.

### **3.3 INSTALLATION, GENERAL**

- A. Comply with insulation manufacturer's written instructions applicable to products and application indicated.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed at any time to ice and snow.
- C. Extend insulation in thickness indicated to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. Water-Piping Coordination: If water piping is located on the inside of insulated exterior walls, coordinate location of piping placing it on the interior side of the wall with the insulation installed between the exterior side of the wall and the water pipe.

### **3.4 INSTALLATION OF GENERAL BUILDING INSULATION**

- A. Seal joints between closed-cell (non-breathing) insulation units by applying adhesive, mastic, or sealant to edges of each unit to form a tight seal as units are shoved into place. Fill voids in completed installation with adhesive, mastic, or sealant as recommended by insulation manufacturer.
- B. Install glass-fiber blankets in cavities formed by framing members according to the following requirements:
  - 1. Use blanket widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill cavity, provide lengths that will produce a snug fit between ends.
  - 2. Place blankets in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
  - 3. For metal-framed wall cavities where cavity heights exceed 96 inches (2438 mm), support unfaced blankets mechanically and support faced blankets by taping stapling flanges to flanges of metal studs.
- C. Sound Insulation Installation: Install sound insulation where indicated in sound rated assemblies. Maintain acoustical rating of assembly.
- D. Schedule
  - 1. Install R-13 unfaced batt insulation in 3-5/8" inch interior metal stud walls around perimeter and in interior walls around restroom.
  - 2. Install R-19 FSK-25 faced batt insulation in the ceiling. Lay over horizontal truss framing.

### **3.5 PROTECTION**

- A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.
- B. Call for inspection by Architect prior to closing walls for review of insulation installation. Correct all items cited by Architect prior to continuing with work of other sections.
- C. Remove and replace installed insulation that has been damaged or is wet, with new insulation prior to closing wall.

**END OF SECTION**

## **SECTION 08 14 00 - Flush Wood Doors**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Solid core veneer-faced doors.
  - 2. Factory finishing.

#### **1.3 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site.

#### **1.4 ACTION SUBMITTALS**

- A. Product Data: For each type of door. Include details of core and edge construction, louvers, and trim for openings. [Include factory-finishing specifications.]
- C. Shop Drawings: Indicate location, size, and hand of each door; elevation of each kind of door; construction details not covered in Product Data; and the following:
  - 1. Dimensions and locations of blocking.
  - 2. Dimensions and locations of cylinder and holes for hardware.
  - 3. Dimensions and locations of cutouts.
  - 4. Undercuts.
  - 5. Requirements for veneer matching.
  - 6. Doors to be factory finished and finish requirements.
- D. Samples for Initial Selection: For factory-finished doors.
- E. Samples for Verification:
  - 1. Factory finishes applied to actual door face materials, approximately 8 by 10 inches (200 by 250 mm), for each material and finish. [For each wood species and transparent finish, provide set of three samples showing typical examples of color and grain to be expected in finished work.]
  - 2. Provide construction samples of doors, approximately 5 by 5 inches (125 by 125 mm), with door faces and vertical edges representing actual construction to be used.
  - 3. Frames for light openings, minimum 6 inches (150 mm) long, for each material, type, and finish required.

#### **1.5 INFORMATIONAL SUBMITTALS**

- A. Sample Warranty: For special warranty.

#### **1.6 QUALITY ASSURANCE**

- A. Manufacturer Qualifications:
  - 1. A qualified manufacturer that is a member in good standing of the Window and Door Manufacturers Association.
- B. Product Performance: Provide documents showing compliance to the following WDMA attributes, validating the specified WDMA Performance Duty Level:
  - 1. Adhesive Bonding Durability: WDMA TM-6
  - 2. Cycle Slam: WDMA TM-7
  - 3. Hinge Loading: WDMA TM-8

4. Screw Holding: WDMA TM-10
  - a. Door Face
  - b. Vertical Door Edge
  - c. Horizontal Door Edge (applies when hardware is attached)

## **1.7 DELIVERY, STORAGE, AND HANDLING**

- A. Comply with requirements of referenced standard and manufacturer's written instructions.
- B. Package factory-finished doors individually in manufacturer's standard plastic bags, stretch wrap, or cardboard cartons.
- C. Mark each door on top rail with opening number used on Shop Drawings. Include manufacturer's order number and date of manufacture.

## **1.8 FIELD CONDITIONS**

- A. Environmental Limitations: Do not deliver or install doors until spaces are enclosed and weather tight, wet work in spaces is complete and dry, and HVAC system is operating and maintaining temperature between 60 and 90 deg F (16 and 32 deg C) and relative humidity between 25 and 55 percent during remainder of construction period.

## **1.9 WARRANTY**

- A. Special Warranty: Manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.
  1. Failures include, but are not limited to, the following:
    - a. Warping (bow, cup, or twist) more than 1/4 inch (6.4 mm) in a 42-by-84-inch (1067-by-2134-mm) section.
    - b. Telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch (0.25 mm in a 76.2-mm) span.
  2. Warranty shall also include installation and finishing that may be required due to repair or replacement of defective doors.
  3. Warranty Period for Solid-Core Interior Doors: Life of installation.

## **PART 2 - PRODUCTS**

### **2.1 MANUFACTURERS**

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Marshfield DoorSystems, Inc. flush wood doors or a comparable product by one of the following:
  1. Algoma Hardwoods, Inc.
  2. Eggers Industries.
  3. Marshfield DoorSystems
  4. Mohawk Doors
- B. Source Limitations: Obtain flush wood doors from single manufacturer.

### **2.2 FLUSH WOOD DOORS, GENERAL**

- A. Quality Standard: In addition to requirements specified, comply with WDMA I.S.1-A-11, "Architectural Wood Flush Doors."
- B. Low-Emitting Materials: Fabricate doors with adhesives and composite wood products that do not contain added urea formaldehyde.
- C. WDMA I.S.1-A Performance Grade:
  1. Heavy Duty unless otherwise indicated.
  2. Extra Heavy Duty: toilet rooms and janitor's closets.
    - a. All doors must meet specified WDMA Performance Duty Level, including face screw holding requirement. Surface applied hardware shall be installed with screws; through bolts are not acceptable.

## **2.3 VENEER-FACED DOORS FOR TRANSPARENT FINISH**

### **A. Interior Solid-Core Doors**

1. Basis-of-Design Product: Subject to compliance with requirements, provide Marshfield DoorSystems; "Signature Series" or a comparable product by one of the following:
  - a. Algoma Hardwoods.
  - b. Eggers Industries.
  - c. Mohawk Doors
2. Veneer Grade: AA
3. Species: Select white birch
4. Cut: Rotary cut
5. Match between Veneer Leaves: Book match.
6. Assembly of Veneer Leaves on Door Faces: Running match.
7. Exposed Vertical Edges: Veneer of same species as face, bonded to structural composite lumber, concealing edges for crossband
8. Horizontal Edges: Structural composite lumber. Bond smooth PVC edgeband to structural composite lumber, providing cleanable surface.
9. Core: Wood-based Particleboard
10. Construction: Five plies. Stiles and rails are bonded to core, and then entire unit is abrasive planed before veneering.
11. WDMA I.S.1-A Performance Grade: As specified in Article 2.2.

## **2.4 FABRICATION**

- A. Factory fit doors to suit frame-opening sizes indicated. Comply with clearance requirements of referenced quality standard for fitting unless otherwise indicated.
- B. Factory machine doors for hardware that is not surface applied. Locate hardware to comply with DHI-WDHS-3. Comply with final hardware schedules, door frame Shop Drawings, BHMA-156.115-W, and hardware templates.
  1. Coordinate with hardware in metal frames to verify dimensions and alignment before factory machining.

## **2.5 SHOP PRIMING**

- A. Doors for Transparent Finish: Factory finish door faces and vertical stile edges with stain.

## **2.6 FACTORY FINISHING**

- A. General: Comply with referenced quality standard for factory finishing. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.
  1. Finish faces and vertical edges, seal top and bottom edges as required for warranty purposes.
- B. Factory finish for all new doors in this project are indicated to receive transparent finish.
- C. Transparent Finish:
  1. Grade: Premium.
  2. Finish: Manufacturer's standard UV cured polyurethane, equal to WDMA TR-6 catalyzed polyurethane.
  3. Staining: As selected by TXDPS from manufacturer's full range.
  4. Sheen: Satin.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine doors and installed door frames, with Installer present, before hanging doors.
  - 1. Verify that installed frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs. Any deficiencies must be corrected prior to door installation.
  - 2. Reject doors with defects.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 INSTALLATION**

- A. Hardware: For installation, see [Section 087100 "Door Hardware."] [Section 087111 "Door Hardware (Descriptive Specification)."]
- B. Installation Instructions: Install doors to comply with manufacturer's written instructions and referenced quality standard.
- C. Job-Fitted Doors: Align and fit doors in frames with uniform clearances and bevels as indicated below; do not trim stiles and rails in excess of limits set by manufacturer. Machine doors for hardware. Seal edges of doors, edges of cutouts, and mortises after fitting and machining.
  - 1. Clearances: Provide 1/8 inch (3.2 mm) at heads, jambs, and between pairs of doors. Provide 1/8 inch (3.2 mm) from bottom of door to top of decorative floor finish or covering unless otherwise indicated. Where threshold is shown or scheduled, provide 1/4 inch (6.4 mm) from bottom of door to top of threshold unless otherwise indicated.
  - 2. Bevel non-fire-rated doors 1/8 inch in 2 inches (3-1/2 degrees) at lock and hinge edges.
  - 3. Trim bottom rail only to extent permitted by labeling agency.
- D. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.
- E. Factory-Finished Doors: Do not trim factory finished doors for width.

### **3.3 ADJUSTING**

- A. Operation: Correct any deficiency that prohibits the door from swinging or operating freely. Do not remove hinge screws after initial insertion. Shims used for alignment purposes must be inserted between hinge and frame. Do not insert shims between hinge and door.
- B. To prevent stile failure, ensure that door closers are properly adjusted and do not limit the door opening swing. Limit door opening swing only with a properly located stop.
- C. Finished Doors: Replace doors that are damaged or that do not comply with requirements. Doors may be repaired or refinished if Work complies with requirements and shows no evidence of repair or refinishing.

**END OF SECTION 081416**

## **SECTION 08 71 00 - Door Hardware**

### **PART 1 GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Hardware for hollow metal and wood doors.
- B. Thresholds.
- C. Weatherstripping, seals and door gaskets.

#### **1.2 RELATED SECTIONS**

- A. Section 08 21 00 – Wood Doors

#### **1.3 REFERENCES**

- A. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 1998.
- B. AWI - Architectural Woodwork Institute
- C. BHMA A156.1 - American National Standard for Butts and Hinges; Builders Hardware Manufacturers Association, Inc.; 2000 (ANSI/BHMA A156.1).
- D. DHI; Door and Hardware Institute; current edition.
- E. NFPA 80 - Standard for Fire Doors and Fire Windows; National Fire Protection Association; 1999.
- F. NFPA 101 - Code for Safety to Life from Fire in Buildings and Structures; National Fire Protection Association; 2000.
- G. SDI - Steel Door Institute
- H. UBC Std 7-2, Part II - Test Standard for Smoke- and Draft-control Assemblies; International Conference of Building Officials; 1997.
- I. UL (BMD) - Building Materials Directory; Underwriters Laboratories Inc.; current edition.

#### **1.4 SUBMITTALS**

- A. See Scope of work requirements.

#### **1.6 WARRANTY**

- A. Refer to Conditions of the Contract.
- B. Manufacturer's Warranty:
  - 1. Closers: Ten (10) years.
  - 2. Locksets and Cylinders: Three (3) years
  - 3. All other hardware: Two (2) years

### **PART 2 PRODUCTS**

#### **2.1 GENERAL REQUIREMENTS FOR DOOR HARDWARE PRODUCTS**

- A. Provide products that comply with the following:
  - 1. Applicable provision of Federal, State, and local codes.
  - 2. ANSI/ICC A117.1, American National Standard for accessible and usable Buildings and Facilities.
  - 3. Applicable provisions of NFPA 101, Life Safety code.

### **PART 3 EXECUTION**

#### **3.1 INSTALLATION**

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Use templates provided by hardware item manufacturer.
- C. Install hardware on fire-rated doors and frames in accordance with code and NFPA 80.
- D. Mounting heights for hardware from finished floor to center line of hardware item:
  - 1. For steel doors and frames: Comply with DHI "Recommended Locations for Architectural Hardware for Steel Doors and Frames."

#### **3.2 ADJUSTING**

- A. Adjust hardware for smooth operation.

**3.3 PROTECTION OF FINISHED WORK**

- A. Protect finished Work.
- B. Do not permit adjacent work to damage hardware or finish.

**3.4 HARDWARE SCHEDULE:**

Finish: DULL CHROME (US26D)  
Keying: MASTER KEY & KEY AS DIRECTED. FURNISH FOUR MASTERKEYS  
Core cylinders: Sargent XC series with 6 pins

**Hardware Set 1 :** EXISTING ALUMINUM STOREFRONT TO RECEIVE NEW CYLINDER Door #1. VERIFY WITH TXDPS AND CITY OF TOLAR ON KEYING SCHEDULE.

- 1 CORE CYLINDER SARGENT AS REQUIRED

**Hardware Set 2 :** EXISTING REAR DOOR: Door #:6A

- 1 LOCKSET SARGENT 6500 LINE, 05 FUNCTION, L Lever design,  
Finish: 26D Satin Chrome
- 3 SILENCERS ROCKWOOD 608
- 1 WEATHERSTRIP PEMKO 45041CNB
- 1 CORE CYLINDER SARGENT AS REQUIRED

**Hardware Set 3:** Door #: 3

- 3 HINGES MCKINNEY TA2714 4 ½ X 4 ½
- 1 STORAGE LOCK SARGENT 6500 LINE, 04 FUNCTION, L Lever design,  
Finish: 26D Satin Chrome
- 1 STOP ROCKWOOD 409
- 3 SILENCERS ROCKWOOD 608
- 1 CORE CYLINDER SARGENT AS REQUIRED

**Hardware Set 4:** Doors #: 2 & 5

- 3 HINGES MCKINNEY TA2714 4 ½ X 4 ½
- 1 Office LOCK SARGENT 6500 LINE, 05 FUNCTION, L Lever design,  
Finish: 26D Satin Chrome
- 1 STOP ROCKWOOD 409
- 3 SILENCERS ROCKWOOD 608
- 1 CORE CYLINDER SARGENT AS REQUIRED

**Hardware Set 5:** Door #: 6B

- 3 HINGES MCKINNEY TA2714 4 ½ X 4 ½
- 1 Passage LOCK SARGENT 6500 LINE, 15 FUNCTION, L Lever design,  
Finish: 26D Satin Chrome
- 1 STOP ROCKWOOD 409
- 3 SILENCERS ROCKWOOD 608

**Hardware Set 6:** Doors #: 4

- 3 HINGES MCKINNEY TA2714 4 ½ X 4 ½
- 1 Privacy LOCK SARGENT 6500 LINE, 65 FUNCTION, L Lever design,  
Finish: 26D Satin Chrome
- 1 STOP ROCKWOOD 409
- 3 SILENCERS ROCKWOOD 608
- 1 CORE CYLINDER SARGENT AS REQUIRED

**END OF SECTION: 08 71 00 Door Hardware**

## SECTION 092216 - NON-STRUCTURAL METAL FRAMING

### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

#### 1.02 SUMMARY

- A. Section Includes:
  - 1. Non-load-bearing steel framing systems for interior gypsum board assemblies.
  - 2. Suspension systems for interior gypsum ceilings, soffits, and grid systems.

### PART 2 - PRODUCTS

#### 2.01 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

#### 2.02 FRAMING SYSTEMS

- A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.
  - 1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
  - 2. Protective Coating: ASTM A 653/A 653M, G60, hot-dip galvanized unless otherwise indicated.
- B. Studs and Runners: ASTM C 645.
  - 1. Steel Studs and Runners:
    - a. Minimum Base-Metal Thickness: As indicated on Drawings 0.027 inch.
    - b. Depth: As indicated on Drawings.
- C. Slip-Type Head Joints: Where indicated, provide the following:
  - 1. Single Long-Leg Runner System: ASTM C 645 top runner with 2-inch-deep flanges in thickness not less than indicated for studs, installed with studs friction fit into top runner and with continuous bridging located within 12 inches of the top of studs to provide lateral bracing.
- D. Firestop Tracks: Top runner manufactured to allow partition heads to expand and contract with movement of the structure while maintaining continuity of fire-resistance-rated assembly indicated; in thickness not less than indicated for studs and in width to accommodate depth of studs.
- E. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.
  - 1. Minimum Base-Metal Thickness: 0.027 inch.
- F. Cold-Rolled Channel Bridging: Steel, 0.053-inch minimum base-metal thickness, with minimum 1/2-inch-wide flanges.
  - 1. Depth: 1-1/2 inches.
  - 2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches, 0.068-inch-thick, galvanized steel.
- G. Hat-Shaped, Rigid Furring Channels: ASTM C 645.
  - 1. Minimum Base-Metal Thickness: 0.018 inch.
  - 2. Depth: As indicated on Drawings.
- H. Resilient Furring Channels: 1/2-inch-deep, steel sheet members designed to reduce sound transmission.
  - 1. Configuration: Asymmetrical or hat shaped.
- I. Cold-Rolled Furring Channels: 0.053-inch uncoated-steel thickness, with minimum 1/2-inch-wide flanges.
  - 1. Depth: As indicated on Drawings.
  - 2. Furring Brackets: Adjustable, corrugated-edge type of steel sheet with minimum uncoated-steel thickness of 0.033 inch.
  - 3. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch-diameter wire, or double strand of 0.048-inch-diameter wire.

- J. Z-Shaped Furring: With slotted or non-slotted web, face flange of 1-1/4 inches, wall attachment flange of 7/8 inch, minimum uncoated-metal thickness of 0.018 inch, and depth required to fit insulation thickness indicated.

## 2.03 SUSPENSION SYSTEMS

- A. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch- diameter wire, or double strand of 0.048-inch- diameter wire.
- B. Hanger Attachments to Concrete:
  - 1. Anchors: Fabricated from corrosion-resistant materials with holes or loops for attaching wire hangers and capable of sustaining, without failure, a load equal to 5 times that imposed by construction as determined by testing according to ASTM E 488 by an independent testing agency.
    - a. Type: Post-installed, chemical anchor or Post-installed, expansion anchor.
  - 2. Powder-Actuated Fasteners: Suitable for application indicated, fabricated from corrosion-resistant materials with clips or other devices for attaching hangers of type indicated, and capable of sustaining, without failure, a load equal to 10 times that imposed by construction as determined by testing according to ASTM E 1190 by an independent testing agency.
- C. Wire Hangers: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.16 inch in diameter.
- D. Carrying Channels: Cold-rolled, commercial-steel sheet with a base-metal thickness of 0.053 inch and minimum 1/2-inch- wide flanges.
  - 1. Depth: 2-1/2 inches unless otherwise indicated.
- E. Furring Channels (Furring Members):
  - 1. Hat-Shaped, Rigid Furring Channels: ASTM C 645, 7/8 inch deep.
    - a. Minimum Base-Metal Thickness: 0.018 inch
  - 2. Resilient Furring Channels: 1/2-inch- deep members designed to reduce sound transmission.
    - a. Configuration: Asymmetrical or hat shaped.

## 2.04 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
  - 1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.
- B. Isolation Strip at Exterior Walls: Provide one of the following:
  - 1. Asphalt-Saturated Organic Felt: ASTM D 226, Type I (No. 15 asphalt felt), no perforation.
  - 2. Foam Gasket: Adhesive-backed, closed-cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8 inch thick, in width to suit steel stud size.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.02 PREPARATION

- A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.

### 3.03 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754.
  - 1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.

- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- C. Install bracing at terminations in assemblies.
- D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

### 3.04 INSTALLING FRAMED ASSEMBLIES

A. Install framing system components according to spacing indicated, but not greater than spacing required by referenced installation standards for assembly types.

- 1. Single-Layer Application: 16 inches o.c. unless otherwise indicated.
- 2. Multilayer Application: 16 inches o.c. unless otherwise indicated.
- 3. Tile Backing Panels: 16 inches o.c. unless otherwise indicated.

B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.

C. Install studs so flanges within framing system point in same direction.

D. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.

- 1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
- 2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
  - a. Install two studs at each jamb unless otherwise indicated.
  - b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
  - c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
- 3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
- 4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.
  - a. Firestop Track: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.
- 5. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.

#### E. Direct Furring:

- 1. Screw to wood framing.
- 2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment or powder-driven fasteners spaced 24 inches O.C.

#### F. Z-Furring Members:

- 1. Erect insulation, specified in Section 072100 "Thermal Insulation," vertically and hold in place with Z-furring members spaced 24 inches O.C.
- 2. Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches O.C.
- 3. At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw-attach short flange of furring channel to web of attached channel. At interior corners, space second member no more than 12 inches from corner and cut insulation to fit.

G. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

### 3.05 INSTALLING SUSPENSION SYSTEMS

- A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
  - 1. Hangers: 48 inches O.C.
  - 2. Carrying Channels (Main Runners): 48 inches O.C.
  - 3. Furring Channels (Furring Members): 16 inches O.C.
- B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.
- C. Suspend hangers from building structure as follows:
  - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
    - b. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
  - 2. Where width of ducts and other construction within ceiling plenum produces hanger spacing that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
    - a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.
  - 3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
  - 4. Do not attach hangers to steel roof deck.
  - 5. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
  - 6. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- D. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.
- E. Grid Suspension Systems: Attach perimeter wall track or angle where grid suspension systems meet vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.
- F. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

**END OF SECTION 092216**

## **SECTION 09 29 00 – GYPSUM BOARD**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

#### **1.02 SUMMARY**

- A. Section Includes:
  - 1. Interior gypsum board.
  - 2. Tile backing panels.
- B. Related Requirements:
  - 1. Section 092216 "Non-Structural Metal Framing" for non-structural framing and suspension systems that support gypsum board panels.
  - 2. Section 092116.23 "Gypsum Board Shaft Wall Assemblies" for metal shaft-wall framing, gypsum shaft liners, and other components of shaft-wall assemblies.

#### **1.03 ACTION SUBMITTALS**

- A. Product Data: For each type of product.

#### **1.04 DELIVERY, STORAGE AND HANDLING**

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

#### **1.05 FIELD CONDITIONS**

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

### **PART 2 - PRODUCTS**

#### **2.01 PERFORMANCE REQUIREMENTS**

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

#### **2.02 GYPSUM BOARD, GENERAL**

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

#### **2.03 INTERIOR GYPSUM BOARD**

- A. Gypsum Wallboard: ASTM C 1396/C 1396M.
- B. Gypsum Board, Type X: ASTM C 1396/C 1396M.
  - 1. Thickness: 5/8 inch.
  - 2. Long Edges: Tapered.

## 2.05 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
  - 1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
  - 2. Shapes:
    - a. Cornerbead.
    - b. Bullnose bead.
    - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
    - d. L-Bead: L-shaped; exposed long flange receives joint compound.
    - e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
    - f. Expansion (control) joint.
- B. Aluminum Trim: Extruded accessories of profiles and dimensions indicated.
  - 1. Aluminum: Alloy and temper with not less than the strength and durability properties of ASTM B 221, Alloy 6063-T5.
  - 2. Finish: Corrosion-resistant primer compatible with joint compound and finish materials specified.

## 2.07 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
  - 1. Interior Gypsum Board: Paper.
  - 2. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
  - 3. Tile Backing Panels: As recommended by panel manufacturer.
- C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
  - 1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
  - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
    - a. Use setting-type compound for installing paper-faced metal trim accessories.
  - 3. Fill Coat: For second coat, use setting-type, sandable topping compound.
  - 4. Finish Coat: For third coat, use drying-type, all-purpose compound.
  - 5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound.
- D. Joint Compound for Tile Backing Panels:
  - 1. Cementitious Backer Units: As recommended by backer unit manufacturer.

## 2.08 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
  - 1. Laminating adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
  - 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
  - 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- D. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
  - 1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.
- E. Acoustical Joint Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
  - 1. Acoustical joint sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- F. Acoustic Joint Sealant for use with High STC Interior Gypsum Board assemblies: Latex sealant, ASTM C834, Grade -18 degrees C.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the

- Work include, but are not limited to, the following:
- a. Pabsco Gypsum; QuietSeal Pro.
  2. Extrudability (ASTM C1183 Method B):  $\geq 2.1$  g/s Extrusion Rate
  3. Artificial Weathering (ASTM C732 500 Hours): No wash-out, slump, or cracking. Also  $\leq 25\%$  total bond area loss.
  4. Volume Shrinkage (ASTM C1241 Type OP):  $\leq 30\%$  volume shrinkage.
  5. Low Temperature Flexibility (ASTM C734): No adhesion loss or cracking through to substrate after 500 hours.
  6. Recovery and Adhesion Loss (ASTM C736):  $\geq 75\%$  recovery and  $\leq 25\%$  total bond area loss.
  7. Slump (ASTM D2202): No slump observed.
  8. Stain Index (ASTM D2203): Maximum allowable stain index of 1.
  9. Surface Burning Characteristics (ASTM E84): Meets NFPA Class A Fire-Rating.
- G. Acoustic Putty Pads for use with High STC Interior Gypsum Board assemblies:
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Pabsco Gypsum; QuietPutty.
  2. Thickness: 1/8 inch.
  3. Weight: 6 oz. per pad.
  4. Size: 7 inch by 7 inch.
  5. Density: 1 oz. per cu. inch.
  6. STC-rated: 47–63, ASTM E90

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Examine areas and substrates including welded hollow-metal frames and framing, with Installer present, for compliance with requirements and other conditions affecting performance.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damage.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.02 APPLYING AND FINISHING PANELS, GENERAL**

- A. Comply with ASTM C 840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
  1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
  2. Fit gypsum panels around ducts, pipes, and conduits.
  3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- I. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of

partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.

1. For assemblies that include High STC Interior Gypsum Board, utilize acoustic sealant designed for use with that product.
  2. For receptacles, junction boxes, and other penetrations or joints that are larger than 3/4 inch in assemblies that include High STC Interior Gypsum Board, utilize acoustic putty pads.
    - a. At electrical boxes, wrap the putty completely around the back side of the box.
- J. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

### 3.03 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
1. Type X: Vertical surfaces unless otherwise indicated.
  2. Type C: Where required for specific fire-resistance-rated assembly indicated.
- B. Single-Layer Application:
1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
  2. On partitions/walls, apply gypsum panels vertically (parallel to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
    - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
    - b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.
  3. On Z-furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
  4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.
- C. Multilayer Application:
1. On ceilings, apply gypsum board indicated for base layers before applying base layers on walls/partitions; apply face layers in same sequence. Apply base layers at right angles to framing members and offset face-layer joints one framing member, 16 inches minimum, from parallel base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly.
  2. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
  3. On Z-furring members, apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.
  4. Fastening Methods: Fasten base layers and face layers separately to supports with screws.

### 3.05 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints at locations indicated on Drawings and at other locations according to ASTM C 840 and in specific locations approved by Architect for visual effect.
- C. Interior Trim: Install in the following locations:
1. Cornerbead: Use at outside corners unless otherwise indicated.
  2. Bullnose Bead: Use where indicated.
  3. LC-Bead: Use at exposed panel edges.
  4. L-Bead: Use where indicated.
  5. U-Bead: Use where indicated.
- D. Aluminum Trim: Install in locations indicated on Drawings.

### **3.06 FINISHING GYPSUM BOARD**

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
  - 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
  - 2. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.

### **3.07 PROTECTION**

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
  - 1. Indications that panels are wet or moisture damaged includes, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

**END OF SECTION 092900**

## **SECTION 09 65 13 - Resilient Base and Accessories**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

#### **1.02 SUMMARY**

- A. Section Includes:
  - 1. Resilient base.
  - 2. Resilient molding accessories.

#### **1.03 SUBMITTALS**

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified, not less than 12 inches long.

#### **1.04 MAINTENANCE MATERIAL SUBMITTALS**

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, of each type, color, pattern, and size of resilient product installed.

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 degrees F or more than 90 degrees F.

#### **1.06 FIELD CONDITIONS**

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 degrees F or more than 95 degrees F, in spaces to receive resilient products during the following time periods:
  - 1. 48 hours before installation.
  - 2. During installation.
  - 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 degrees F or more than 95 degrees F.
- C. Install resilient products after other finishing operations, including painting, have been completed.

### **PART 2 - PRODUCTS**

#### **2.01 PERFORMANCE REQUIREMENTS**

- A. Low-Emitting Materials: Flooring system shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

#### **2.02 THERMOSET-RUBBER BASE RB-1**

- A. Product Standard: ASTM F 1861, Type TS (rubber, vulcanized thermoset), Group I (solid, homogeneous).
  - 1. Style and Location:
    - a. Style B, Cove.
    - b. Thickness: 0.125 inch.

- c. Height: 4" High unless otherwise noted.
- d. Lengths: Coils in manufacturer's standard length.
- e. Outside Corners: Job formed
- f. Inside Corners: Job formed
- g. Color: Roppe Brown, #110

## **2.03 INSTALLATION MATERIALS**

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.
  - 1. Adhesives shall have a VOC content of 50 g/L or less.

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Examine substrates, with Installer resent, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
  - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
  - 1. Installation of resilient products indicates acceptance of surfaces and conditions.

### **3.02 PREPARATION**

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- C. Fill cracks, holes, and depressions in substrates with trowel-able leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install resilient products until they are the same temperature as the space where they are to be installed.
  - 1. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.
- E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

### **3.03 RESILIENT BASE INSTALLATION**

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Adhere the resilient base tightly to the substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Preformed Corners: Install preformed corners before installing straight pieces.
- H. Job-Formed Corners:
  - 1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 24 inches in length.

- a. Form without producing discoloration (whitening) at bends.
- 2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 24 inches in length.
  - a. Miter corners to minimize open joints.

#### **3.04 CLEANING AND PROTECTION**

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
- B. Perform the following operations immediately after completing resilient-product installation:
  - 1. Remove adhesive and other blemishes from exposed surfaces.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Cover resilient products subject to wear and foot traffic until Substantial Completion.

**END OF SECTION 096513**

## **SECTION 09 65 19. 23 - Resilient Tile Flooring (LVT)**

### **Part 1 - General**

#### **1.01 Summary**

- A. Section Includes:
  - 1. Flooring and accessories as shown on the drawings and schedules and as indicated by the requirements of this section.
- B. Related Sections:
  - 1. Other Division 9 sections for floor finishes related to this section but not the work of this section
  - 2. Division 3 Concrete; not the work of this section
  - 3. Division 6 Wood and Plastics; not the work of this section
  - 4. Division 7 Thermal and Moisture Protection; not the work of this section

#### **1.02 References**

- A. ASTM International:
  - 1. ASTM E 648 Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source
  - 2. ASTM E 662 Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials
  - 3. ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring
  - 4. ASTM F 1482, Standard Guide to Wood Underlayment Products Available for Use Under Resilient Flooring
  - 5. ASTM F 1700 Standard Specification for Solid Vinyl Tile
  - 6. ASTM F 1861 Standard Specification for Resilient Wall Base
  - 7. ASTM F 1869 Standard Test Method for Measuring Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride
  - 8. ASTM F 2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes
- C. National Fire Protection Association (NFPA):
  - 1. NFPA 253 Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source
  - 2. NFPA 258 Standard Test Method for Measuring the Smoke Generated by Solid Materials
- D. Sustainability Standards
  - 1. ASTM E1347 - 06(2011) Standard Test Method for Color and Color-Difference Measurement by Tristimulus Colorimetry
  - 2. ASTM D5116 - 10 Standard Guide for Small-Scale Environmental Chamber Determinations of Organic Emissions From Indoor Materials/Products and California Department of Public Health (CDPH) Standard Method V1.1-2010
  - 3. ISO 14001 Environmental management systems -- Requirements with guidance for use
  - 4. ISO 14021 Environmental labels and declarations-Self-declared environmental claims (Type II environmental labeling)
  - 5. ISO 14024 Environmental labels and declarations -- Type I environmental labeling -- Principles and procedures
  - 6. ISO 14025 Environmental labels and declarations -- Type III environmental declarations -- Principles and procedures
  - 7. NSF/ANSI 332: Sustainability Assessment for Resilient Floor Coverings

### 1.03 System Description

- A. Performance Requirements:
  - 1. Provide flooring which has been manufactured, fabricated and installed to performance criteria certified by manufacturer without defects, damage, or failure.
- B. Administrative Requirements
  - 1. Pre-installation Meeting: Conduct an on-site pre-installation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions and manufacturer's warranty requirements. Comply with Division 1 Project Management and Coordination (Project Meetings) Section.
  - 2. Pre-installation Testing: Conduct pre-installation testing as follows: [Specify testing (i.e. moisture tests, bond test, pH test, etc.)]
- C. Sequencing and Scheduling
  - 1. Install flooring and accessories after the other finishing operations, including painting, have been completed. Close spaces to traffic during the installation of the flooring.
  - 2. Do not install flooring over concrete slabs until they are sufficiently dry to achieve a bond with the adhesive, in accordance with the manufacturer's recommended bond, moisture tests and pH test.

### 1.04 Submittals

- A. Tech Data: Submit shop drawings, seaming plan, coving details, and manufacturer's technical data, installation and maintenance instructions (latest edition of Armstrong Guaranteed Installation Systems manual, F-5061. for flooring and accessories.
- B. Samples: Submit the manufacturer's standard samples showing the required colors for flooring and applicable accessories.
- C. MSDS: Submit Material Safety Data Sheets (MSDS) available for flooring product, adhesives, patching/leveling compounds, floor finishes and cleaning agents.
- D. Certifications-1: If required, submit the manufacturer's certification that the flooring has been tested by an independent laboratory and complies with the required fire tests.
- E. Closeout Submittals - Submit the following information at completion of the project:
  - 1. Operation and Maintenance Data: Operation and maintenance data for installed products in accordance with Division 1 Closeout Submittals (Maintenance Data and Operation Data) Section. Include methods for maintaining installed products, and precautions against cleaning materials and methods detrimental to finishes and performance.
  - 2. Warranty: Warranty documents specified herein

### 1.05 Quality Assurance

- A. Single-Source Responsibility: provide types of flooring and accessories supplied by one manufacturer, including leveling and patching compounds, and adhesives.
- B. Select an installer who is competent in the installation of resilient solid vinyl tile flooring.
  - 1. Engage installers certified as Mohawk, Armstrong Commercial Certified Installers (installer's certification to match the manufacturer of the product being installed)
  - 2. Confirm installer's certification by requesting their credentials
- C. Fire Performance Characteristics: Provide resilient tile flooring with the following fire performance characteristics as determined by testing material in accordance with ASTM test methods indicated below by a certified testing laboratory or other testing agency acceptable to authorities having jurisdiction:
  - 1. ASTM E 648 Critical Radiant Flux of 0.45 watts per sq. cm. or greater, Class I
  - 2. ASTM E 662 (Smoke Generation) Maximum Specific Optical Density of 450 or less

### 1.06 Delivery, Storage, and Handling

- A. Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- B. Deliver materials in good condition to the jobsite in the manufacturer's original unopened containers that bear the name and brand of the manufacturer, project identification, and shipping and handling instructions.
- C. Store materials in a clean, dry, enclosed space off the ground, protected from harmful weather conditions and at temperature and humidity conditions recommended by the manufacturer. Protect adhesives from freezing. Store flooring, adhesives and accessories in the spaces where they will be installed for at least 48 hours before beginning installation.

### 1.07 Project Conditions

- A. Maintain a minimum temperature in the spaces to receive the flooring and accessories of 65°F (18°C) and a maximum temperature of [100°F (38°C)][85°F (29°C)] for at least 48 hours before, during, and for not less than 48 hours after installation. Thereafter, maintain a minimum temperature of 55°F (13°C) in areas where work is completed. Protect all materials from the direct flow of heat from hot-air registers, radiators, or other heating fixtures and appliances. Refer to the Armstrong Guaranteed Installations Systems manual, F-5061 for a complete guide on project conditions.

### 1.08 Warranty

- A. Resilient Flooring: Submit a written warranty executed by the manufacturer, agreeing to repair or replace resilient flooring that fails within the warranty period.
- B. Warranty Period: 10 years
- C. The Warranty shall not deprive TXDPS of other rights TXDPS may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under the requirements of the Contract Documents.
- D. For the Warranty to be valid, this product is required to be installed using the appropriate Manufacturer's Guaranteed Installation System. Product installed not using the specific instructions from the Guaranteed Installation System will void the warranty.

### 1.09 Maintenance

- A. Deliver extra materials to TXDPS. Furnish extra materials from the same production run as products installed. They must be packaged with protective covering for storage and identified with appropriate labels from all directions.
  - 1. Quantity: Furnish quantity of flooring units equal to 5% of amount installed.
  - 2. Delivery, Storage and Protection: Comply with TXDPS's requirements for delivery, storage and protection of additional material.

## Part 2- Products

### 2.01 Manufacturer

- A. Acceptable Manufacturers for Resilient tile flooring, adhesives and accessories:
  - 1. Mohawk Group | [www.mohawkgroup.com](http://www.mohawkgroup.com) | 800.554.6637 |
  - 2. Or Equal

### 2.02 Resilient Tile Flooring Materials

- A. Provide Luxury Solid Vinyl Tile Flooring
  - 1. Description:
    - a. A layered construction consisting of a tough, clear, enhanced urethane finish along with a heavy commercial wear layer protecting a high-fidelity decorative print layer on a solid commercial base with recycled content, a stabilizing back layer.
    - b. 57 IIC rating
    - c. 18" x 18"
  - 2. Luxury Solid Vinyl Tile shall conform to the requirements of ASTM F 1700, 'Standard Specification for Solid Vinyl Tile', Class III, Type B - Embossed Surface.
  - 3. Trenta, Stone Collection, Slate Basalt, 368.
- B. Characteristics
  - 1. Overall Gauge: .12"
  - 2. Wear Layer: 30 mil
  - 3. Finish: Commercial Grade Urethane
  - 4. Edge Profile: Beveled
  - 5. Limited 20 Year Warranty Commercial
  - 6. Product Type: Glue Down LVT

### **2.03 Product Substitution**

- A. Substitutions: Provide documentation to support the fact that the products are equal. It is responsibility of the Contractor to provide appropriate information to TXDPS in order to determine whether the products are equal.

### **2.05 Adhesives**

- A. Recommended Adhesive
  - 1. M95.0 Resilient Flooring, M700 Pressure sensitive
  - 2. Follow all manufacturer's recommendations for this product on adhesive

### **2.06 Accessories**

- A. Patching: For patching, smoothing, and leveling monolithic subfloors (concrete, terrazzo, quarry tile, ceramic tile, and certain metals), provide product manufactured by the same manufacturer – see their recommendations
- B. Transitions: Provide transition/reducing strips tapered to meet abutting materials.
- C. Threshold: Provide threshold of thickness and width as directed by TXDPS.

## **Part 3 - Execution**

### **3.01 Manufacturer's Instructions**

- A. Compliance: Comply with manufacturer's product data, including technical bulletins, product catalog, installation instructions, and product carton instructions for installation and maintenance procedures as needed.

### **3.02 Examination**

- A. Site Verification of existing Conditions: Verify substrate conditions (which have been previously installed under other sections) are acceptable for product installation in accordance with manufacturer's instructions (i.e. moisture tests, bond test, pH test, etc.).
- B. Visual Inspection: Visually inspect flooring materials, adhesives and accessories prior to installation. Flooring material with visual defects shall not be installed and shall not be considered as a legitimate claim.
- C. Examine Subfloors: Examine subfloors prior to installation to determine that surfaces are smooth and free from cracks, holes, ridges, and other defects that might prevent adhesive bond or impair durability or appearance of the flooring material.
- E. Report conditions contrary to contract requirements that would prevent a proper installation. Do not proceed with the installation until unsatisfactory conditions have been corrected.
- F. Failure to call attention to defects or imperfections will be construed as acceptance and approval of the subfloor. Installation indicates acceptance of substrates with regard to conditions existing at the time of installation.

### **3.03 Preparation**

- A. Subfloor Preparation: Smooth concrete surfaces, removing rough areas, projections, ridges, and bumps, and filling low spots, control or construction joints, and other defects with Manufacturer's recommended Patch and Underlayment. Refer to ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring for additional information on subfloor preparation.
- B. Subfloor Cleaning: Remove paint, varnish, oils, release agents, sealers, and waxes. Remove residual adhesives as recommended by the flooring manufacturer. Remove curing and hardening compounds not compatible with the adhesives used, as indicated by a bond test or by the compound manufacturer's recommendations for flooring. Avoid organic solvents. Refer to the Armstrong Guaranteed Installation Systems manual, F-5061 and ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring for additional information on subfloor preparation.
- C. Concrete pH Testing: Perform pH tests on concrete floors regardless of their age or grade level. All test results shall be documented and retained.
- D. Surface Cleaning: Vacuum or broom-clean surfaces to be covered immediately before the application of flooring. Make subfloor free from dust, dirt, grease, and all foreign materials.

### **3.04 Installation of Flooring**

- A. Install flooring in strict accordance with the latest edition of Installation instructions by the manufacturer. Failure to comply may result in voiding the manufacturer's warranty listed in Section 1.08

- B. Install flooring wall to wall before the installation of floor-set cabinets, casework, furniture, equipment, movable partitions, etc. Extend flooring into toe spaces, door recesses, closets, and similar openings as required to create a complete product.
- C. Scribe, cut, and fit to permanent fixtures, columns, walls, partitions, pipes, outlets, and built-in furniture and cabinets.
- E. Roll with a 100-pound (45.36 kilogram) roller in the field areas Refer to specific rolling instructions of the flooring manufacturer.
- F. Tools: Install flooring with adhesives, tools, and procedures in strict accordance with the manufacturer's written instructions. Observe the recommended adhesive trowel notching, open times, and working times.

### **3.05 Installation of Accessories**

- A. Apply top set wall base to walls, columns, casework, and other permanent fixtures in areas where top-set base is required. Install base in lengths as long as practical, with inside corners fabricated from base materials that are mitered or coped. Tightly bond base to vertical substrate with continuous contact at horizontal and vertical surfaces.
- B. Voids: Fill voids with plastic filler along the top edge of the resilient wall base or integral cove cap on masonry surfaces or other similar irregular substrates.
- C. Resilient Edge Strips – Butted: Place resilient edge strips tightly butted to flooring, and secure with adhesive recommended by the edge strip manufacturer. Install edge strips at edges of flooring that would otherwise be exposed.

### **3.06 Cleaning**

- A. Provide the ongoing maintenance instructions listed on Manufacturer's Guaranteed Installation Systems manual.
- B. Contractor is to provide initial cleaning as per manufacture's recommendations – if there are a couple of choices, verify with TXDPS what direction should be chosen.

### **3.07 Protection**

- A. Protect installed flooring as recommended by the flooring manufacturer against damage from rolling loads, other trades, or the placement of fixtures and furnishings. Contractor is responsible for flooring condition until it has been turned over to TXDPS.

**End of Section 09 65 19. 23 Resilient Tile Flooring (LVT)**

## **SECTION 09 91 23 INTERIOR PAINTING**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### **1.02 SUMMARY**

- A. Section includes surface preparation and the application of paint and repainting systems on the following interior substrates:
  - 1. Concrete.
  - 2. Galvanized metal.
  - 3. Wood.
  - 4. Gypsum board.

#### **1.03 DEFINITIONS**

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

#### **1.04 ACTION SUBMITTALS**

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
  - 1. Submit Samples on rigid backing, 8 inches square.
  - 2. Step coats on Samples to show each coat required for system.
  - 3. Label each coat of each Sample.
  - 4. Label each Sample for location and application area.
- C. Product List: For each product indicated, include the following:
  - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
  - 2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.
  - 3. VOC content.

#### **1.05 MAINTENANCE MATERIAL SUBMITTALS**

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Paint: 5 percent, but not less than 1 gallon of each material and color applied.

## **1.06 QUALITY ASSURANCE**

- A. Single-Source Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats.
- B. Material Quality: Provide the manufacturer's best quality trade sale paint material of the various coating types specified. Paint material containers not displaying manufacturer's product identification will not be acceptable.
  - 1. Proprietary names used to designate colors or materials are not intended to imply that products named are required or to exclude equal products of other manufacturers.
  - 2. Federal Specifications establish a minimum quality level for paint materials, except where other product identification is used. Provide written certification from the manufacturer that materials provided meet or exceed these criteria.
  - 3. Products that comply with qualitative requirements of applicable Federal Specifications, yet differ in quantitative requirements, may be considered for use when acceptable to the Architect. Furnish material data and manufacturer's certificate of performance to Architect for proposed substitutions.

## **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

## **1.08 FIELD CONDITIONS**

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Basis of Design Products/Systems: Subject to compliance with requirements, provide product/systems listed in other Part 3 articles for the paint category indicated or comparable product/system by one of the following manufacturers.
  - 1. Benjamin Moore & Co.
  - 2. ICI Paints.
  - 3. PPG Architectural Finishes, Inc.

### **2.02 PAINT, GENERAL**

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such a procedure is specifically described in manufacturer's product instructions. VOC's need to be confirmed by using the products MSDS sheets.

- D. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  - 1. Architectural paints and coatings applied to interior walls and ceilings - must not exceed the volatile organic compound (VOC) content limits established in Green Seal Standard GS-11, Paints, 1st Edition, May 20, 1993.
    - a. Flat Paints and Coatings: 50 g/L.
    - b. Nonflat Paints and Coatings: 150 g/L.
  - 2. Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates must not exceed the VOC content limit of 250 g/L established in Green Seal Standard GS-03, Anti-Corrosive Paints, 2nd Edition, January 7, 1997
    - a. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
    - b. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
  - 3. Pretreatment Wash Primers: 420 g/L.
- E. All interior paint systems shall be MPI premium grade.
- F. Notwithstanding requirements of systems scheduled below, under no circumstances shall products containing lead be used.
- G. Where several products by the selected manufacturers are listed for any given MPI number, provide the highest quality product complying with specifications by that manufacturer.
- H. Where available, select manufacturers of systems with products that meet the MPI Green Performance Standards (GPS).
  - 1. Where no products in a system category meet the MPI GPS, select products with the highest E and EPR ratings available.
- I. Colors: Match colors indicated in attachment for finish schedule.

## 2.03 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: TXDPS reserves the right to invoke the following procedure:
  - 1. TXDPS will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
  - 2. Testing agency will perform tests for compliance with product requirements.
  - 3. TXDPS may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Concrete: 12 percent.
  - 2. Masonry (Clay and CMU): 12 percent.
  - 3. Wood: 15 percent.
  - 4. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth. It is the responsibility of the GC to accept the condition of the finished surface before the paint is applied.
- D. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

### 3.02 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" and "MPI Maintenance Repainting Manual" applicable to substrates indicated.

- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
  - 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulates.
  - 1. Remove incompatible primers and re-prime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
  - 2. De-gloss previously painted surfaces in a manner compatible with optimal adhesion and performance of painting system to be applied.
  - 3. Take other actions necessary to return previously painted surfaces to a condition so that after application of paint system they will appear and perform like new.
- D. Abandoned Items: Remove fasteners, clips, and other attachment devices for which there is no purpose in the final plans. Obtain TXDPS's authorization before removal.
  - 1. Remove staples, tacks, pins, post-it notes, adhesives, tape, chewing gum, and anything else that is found on an existing surface that does not serve a legitimate purpose in the final design. Refer all questionable items to TXDPS for determination.
- E. Patch all holes, repair irregular surfaces, scrape away mortar that remains from selective demolition, remove protrusions and take all other corrective actions to return surface to a condition that will achieve a like new appearance after application of paint system.
- F. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- G. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinities of surfaces or mortar joints exceed that permitted in manufacturer's written instructions.
- H. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer
- I. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- J. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- K. Wood Substrates:
  - 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
  - 2. Sand surfaces that will be exposed to view, and dust off.
  - 3. Prime edges, ends, faces, undersides, and backsides of wood.
  - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
- L. Natural Stone Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

### 3.03 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Architectural Painting Specification Manual" and "MPI Maintenance Repainting Manual".
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
  - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  - 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
  - 1. Paint the following work where exposed in equipment rooms:
    - a. Equipment, including panelboards and switch gear.
    - b. Uninsulated metal piping.
    - c. Uninsulated plastic piping.
    - d. Pipe hangers and supports.
    - e. Metal conduit.
    - f. Plastic conduit.
    - g. Tanks that do not have factory-applied final finishes.
    - h. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
  - 2. Paint the following work where exposed in occupied spaces:
    - a. Equipment, including panelboards.
    - b. Uninsulated metal piping.
    - c. Uninsulated plastic piping.
    - d. Pipe hangers and supports.
    - e. Metal conduit.
    - f. Plastic conduit.
    - g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
    - h. Other items as directed by Architect.
  - 3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

### **3.04 FIELD QUALITY CONTROL**

- A. Dry Film Thickness Testing: TXDPS may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
  - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
  - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

### **3.05 CLEANING AND PROTECTION**

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.06 INTERIOR REPAINTING SCHEDULE

- A. For painting over previously painted substrates, select paint system from "MPI Maintenance Repainting Manual" that will equal or exceed the requirements and performance of systems specified below for previously unpainted substrates. Submit selected systems for Architect's approval.

### 3.07 INTERIOR PAINTING SCHEDULE

- A. Concrete Substrates, Nontraffic Surfaces:
  - 1. Clear Sealer System:
    - a. First Coat and Topcoat: Sherwin-Williams H&C Concrete Stain Solid Color Water Based - Clear.
      - 1) VOC: 224 g/L < 250 g/L. Stain
- B. CMU Substrates:
  - 1. System:
    - a. Prime Coat: Sherwin-Williams Prep-Rite Block Filler, B25W25 (16 mils wet, 8 mils dry).
      - 1) VOC: 43 g/L < 200 g/L. Primer
    - b. Intermediate and Topcoat: Sherwin-Williams Pro Industrial Zero VOC Acrylic Semi-Gloss B66W611 (4 mils wet, 1.4 mils dry).
      - 1) VOC: 0 g/L < 50 g/L.
- C. Steel and Galvanized Metal Substrates:
  - 1. System:
    - a. Prime Coat: Sherwin-Williams Pro Industrial Pro-Cryl Universal Acrylic Primer B66-310 Series. (5.0-10.0 mils wet, 2.0-4.0 mils dry).
      - 1) VOC: Unreduced 89 g/L < 200 g/L. Primer
    - b. Intermediate and Topcoat: Sherwin-Williams Pro Industrial Zero VOC Semi-Gloss Acrylic B66-650 Series (2.5-4 mils dry per coat)
      - 1) VOC: 0 g/L < 150 g/L. Non-Flat
- D. Wood Substrates: Including wood trim, and wood-based panel products.
  - 1. System:
    - a. Prime Coat: Sherwin-Williams Sand-N-Go Waterborne Fast Dry Wood Primer B28WJ80 (3 mils wet, 1.3 mils dry).
      - 1) Sand prime coats with 220 grit sand paper.
      - 2) VOC: 36 g/L < 200 g/L. Primer.
    - b. Intermediate and Topcoat: Sherwin-Williams Pro-Classic Waterborne Acrylic (4.0 mils wet, 1.4 mils dry per coat).
      - 1) VOC: 144 g/L < 150 g/L. Non-Flat
- E. Gypsum Board Substrates:
  - 1. System:
    - a. Prime Coat: Sherwin-Williams ProMar 200 Zero VOC Primer B28W2600 (4 mils wet, 1.3 mils dry).
      - 1) VOC: 43 g/L < 200 g/L. Primer
    - b. Intermediate and Topcoat: Sherwin Williams Mar Zero Latex (4 mils wet. 1.7 mils dry)
      - 2) VOC: 0 g/L < 50 g/L. Flat

**END OF SECTION 099123 Interior Painting**

## **SECTION 10 44 00 FIRE EXTINGUISHERS, CABINETS & ACCESSORIES**

### **PART 1 GENERAL**

#### **1.1 WORK INCLUDED**

- A. Fire extinguishers.

#### **1.2 REFERENCES**

- A. NFPA 10 - Portable Fire Extinguishers.

#### **1.3 QUALITY ASSURANCE**

- A. Conform to NFPA 10 - Portable Fire Extinguishers.

#### **1.4 SUBMITTALS**

- A. Include physical dimensions, operational features, color and finish, wall mounting brackets with mounted measurements, anchorage details, rough-in measurements, location, and details.
- B. Submit manufacturer's installation instructions under provisions of Section 01300.

#### **1.5 OPERATION AND MAINTENANCE DATA**

- A. Include test, refill or recharge schedules, procedures, and re-certification requirements.

#### **1.6 ENVIRONMENTAL REQUIREMENTS**

- A. Do not install extinguishers when ambient temperatures may cause freezing.

### **PART 2 PRODUCTS**

#### **2.1 ACCEPTABLE MANUFACTURERS**

- A. Larsen's Manufacturing Company.
- B. OR Equal

#### **2.2 EXTINGUISHERS**

- A. Multi-Purpose Dry Chemical: Heavy Duty DOT steel tank; with specially fluidized and siliconized mono ammonium phosphate powder for pressurization; including hose and nozzle; Class ABC; 10 gallon baked enamel, color red. Provide number of units as indicated on Life Safety Sheets in Drawings. Model: Amerex Model B441.

#### **2.3 CABINETS**

- A. Cabinet shall be fully-recessed or semi-recessed mounted where shown on Drawings as "F.E.C."; provide trim matching door to infill space between wall surface and door flange.
- B. Non-rated Walls: Provide and install fire extinguisher cabinets equal to Larsen's Occult Series; Model 0-2409AL, Vertical Die Cut Lettering (color White), brushed aluminum finish.
- C. Rated Walls: Provide and install fire extinguisher cabinets equal to Larsen's Occult Series; Model FS 0-2409AL, Vertical Die Cut Lettering (color White), brushed aluminum finish.
- D. Provide model with shelf for fire blanket at Mechanical Rooms. If not available, provide matching cabinet for fire blanket.

### **PART 3 EXECUTION**

#### **3.1 INSPECTION**

- A. Beginning of installation means acceptance of existing conditions.

#### **3.2 INSTALLATION**

- A. Install brackets plumb and level on wall 42 inches or as required by code from finished floor to centerline of discharge nozzle.
- B. Secure rigidly in place in accordance with manufacturer's instructions.

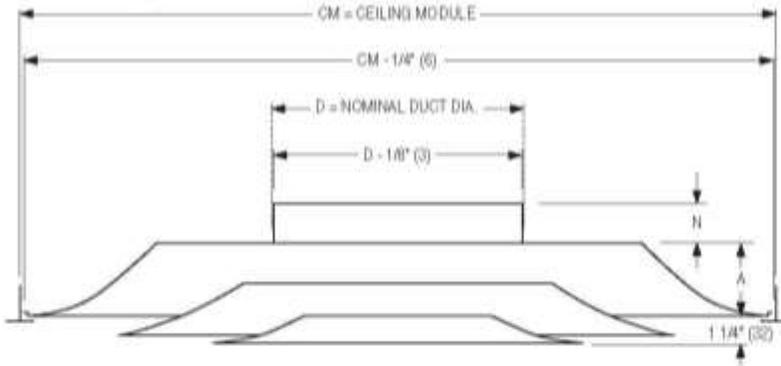
**END OF SECTION**

Appendix A: Supply Diffusers. Use the attached product or EQUAL.



**SQUARE CEILING DIFFUSERS**  
**FIXED PATTERN • LOUVERED FACE**  
**STEEL • ROUND NECK • 3 CONE**  
**MODEL: RNS3**

**TYPE L Lay-in T-Bar**



**Dimensional Data**

Ceiling Module CM		Imperial Units (inches)				Metric Units (mm)			
Imperial Modules	Metric Modules	Duct Size D	N	A	B	Duct Size D	N	A	B
24 x 24	600 x 600	6, 8, 10, 12, 14, 15	1 1/4	2.5/16	22	152, 203, 254, 305, 356, 381	32	59	559

**DESCRIPTION:**

1. Material: Heavy gauge, corrosion-resistant steel.
2. The diffuser delivers the air in a true 360° radial horizontal pattern. Designed to minimize smudging and streaking of ceiling.
3. Excellent for VAV systems. The uniform near horizontal jets from the louvered cones maintain effective air motion over a considerable range of air volumes.
4. The models consist of three die-formed concentric cones in all sizes which eliminate mitered corners and provide uniform appearance in all neck sizes.
5. The inner cone assembly is held in place by four hook corner posts that positively engage into slots in the backpan. The core can be removed from the backpan for diffuser installation.
6. Diffuser has a removable plug for screwdriver adjustment of the optional damper.
7. Standard finish is AW Appliance white.

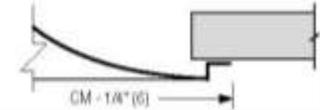
**OPTIONS:**

- EX External foil-back insulation, installed - R-4.2
  - EXB External foil-back insulation, ships loose - R-4.2
  - MIB Molded Insulation Blanket - R-6.0
  - EQT Earthquake Tabs
- Finish:
- SP Special. Specify \_\_\_\_\_.
- QB Quadrant Blanks:
- QB3 3-Way Blow
  - QC2 2-Way Corner Blow
  - QB2 2-Way Opposite Blow
  - QB1 1-Way Blow

Fineline® is a registered trademark of USG Interiors Inc.

**TYPE L Surface Mount**

Hard duct connection recommended.  
 CM = CEILING MODULE  
 CEILING OPENING = B



**TYPE L Surface Mount With DFA**

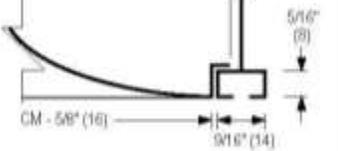
Drywall/Plaster frame. Recommended for flexible duct connection and ceiling access

CEILING OPENING = CM + 1/4\"/>



**TYPE F Fineline®**

CM = CEILING MODULE  
 CM - 1/4\"/>



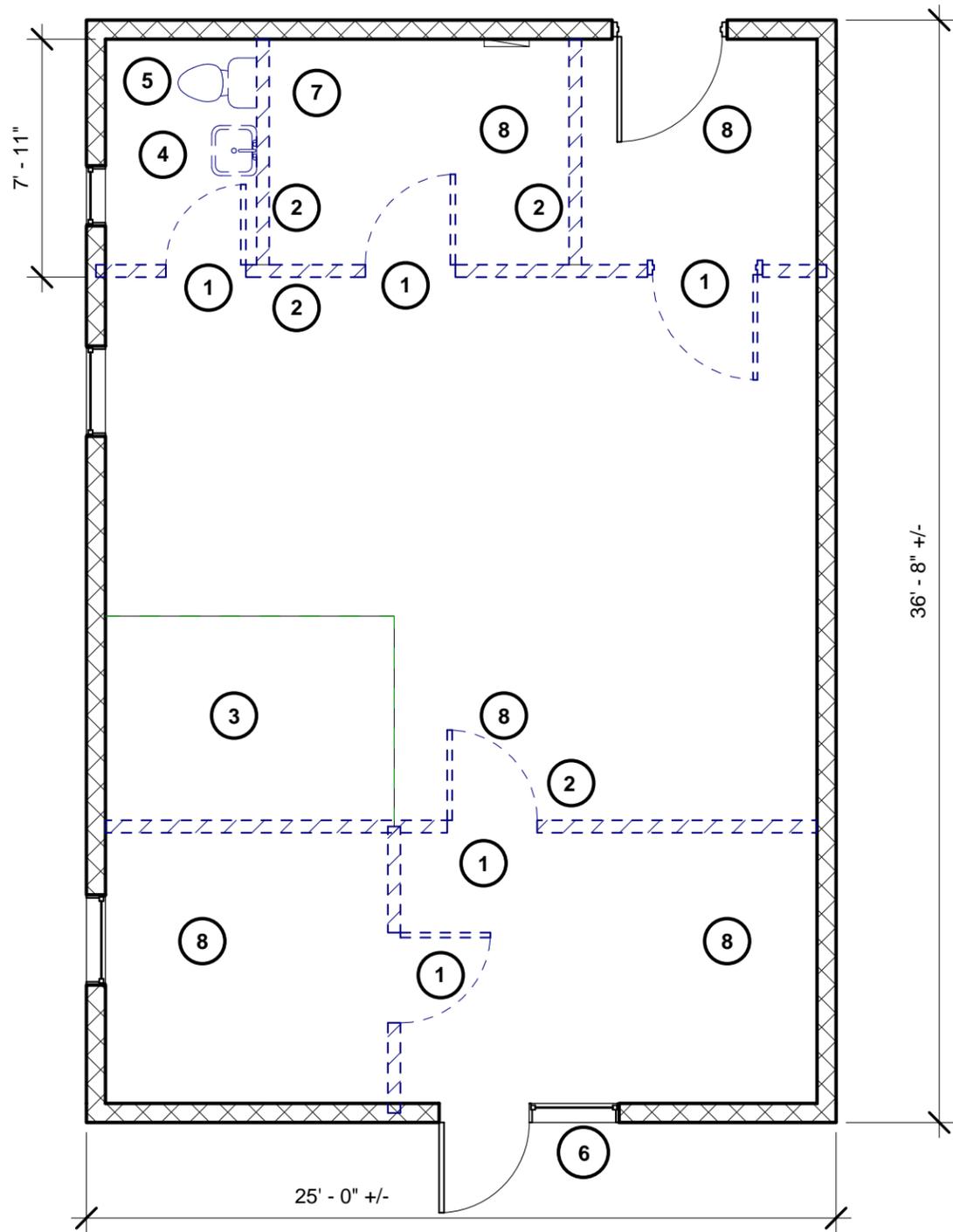
Dimensions are in inches (mm).

<b>SCHEDULE TYPE:</b>				
<b>PROJECT:</b>				
<b>ENGINEER:</b>		<b>DATE</b>	<b>B SERIES</b>	<b>SUPERSEDES</b>
<b>CONTRACTOR:</b>		1 - 24 - 11	RNS	7 - 7 - 08
				<b>DRAWING NO.</b>
				RNS3

Nailor Industries Inc. reserves the right to change any information concerning product or pricing without notice.

## Appendix B: TXDPS Finish Schedule

Surface finish	Manufacturer / Description	MFG. Color	MFG. Code
Luxury Vinyl Tile (LVT)	Mowhawk Group/ Trenta C0054	Basalt	368
ESD Static Control Vinyl Flooring	Flexco	TBD by TXDPS	
Paint – base color	Sherwin-Williams (Interior base color only) - Orange Peel texture - Semi-gloss finish	Sand Dollar	SW6099
Paint – accent color	Sherwin-Williams (behind DL counters) Orange Peel texture – semi-gloss finish	Portabella	SW6102
Wainscot wall protection system (WPS)	WilsonArt 36” High Plastic laminate ( <u>matte finish</u> ) over ¼” thick masonite (or equal) backing	Tungsten EV	4814-60
Wainscot (WPS) wood cap strip	Oak stained to match Huntington Maple laminate below – clear semi-gloss finish	Huntington Maple	
Cove Base (rubber)	Roppe Brown – (TXDPS standard all areas – vinyl not allowed)	Brown	#110
Laminate Countertops work surface	Wilson Art (matte finish)	Sable Soapstone	4883-38
Laminate under Counter tops - Fascia	Wilson Art (matte finish)	TBD by TXDPS	7929-38
Laminate for cabinets, natural finish wood trim for all Fascia areas	Wilson Art - (Wood trim stain colors to match – throughout the project – all wood accessories -doors, trim etc.)	Huntington Maple	7929-38
Restroom/Break-room Counter tops / Partitions	Wilson Art (matte finish)	Sable Soapstone	4883-38



## General Demolition Notes

1. All existing information is based on field observation and may not reflect all field conditions accurately. Notify TXDPS if any work described in the documents cannot be performed due to existing field conditions.
2. Demolition work shall be executed in conformance with all codes and ordinances as set forth by all governing authorities. An asbestos contractor will be removing the flooring, gypsum board on the walls and gypsum board on the ceiling. All other demolition listed will be the responsibility of the General Contractor for this project. The existing lights will need to be disconnected; the existing plumbing will need to be properly capped and floor ready to receive LVT; the wall framing/ studs and doors will need to be removed and properly disposed; remove any cabling/ wiring.
3. Remove existing construction as indicated with key notes. The typical wall removal includes finishes, mechanical, plumbing, electrical systems contained therein.
4. Prepare all remaining walls/ ceiling/ flooring and any areas of demolition to receive new finishes: scrape, clean, patch repair, and sand so all surfaces are smooth. Floor patch to be used as needed to achieve a smooth surface for the LVT.
5. All floor penetrations from removed plumbing, mechanical or electrical are to be flush with concrete slab and patched as necessary.
6. City of Tolar is responsible to complete Demolition Key Note Items 5, 6, 8, 9 and any demolition items required to complete the new ADA restroom including wall removal/ flooring etc.
7. TXDPS is responsible to complete all other Demolition Key Note Items.

## Demolition Key Notes

- ① Remove door and frame.
- ② Remove existing wall structure. The asbestos contractor will remove the gypsum board but all other elements will be intact.
- ③ Remove wooden platform and prepare to receive flooring. Use floor patch as needed to create a smooth base for the LVT.
- ④ Remove existing lavatory. New ADA approved lavatory will be located per new floor plan - City of Tolar will rework piping to accommodate new sink location.
- ⑤ Remove existing water closet - cap as per code. New ADA approved water closet will be located per new floor plan - City of Tolar will rework sewer and water piping to accommodate new water closet.
- ⑥ Remove existing glass in sidelight window where pass through is located. Replace with new glass which matches existing storefront glazing.
- ⑦ City of Tolar to remove HVAC unit and ductwork - to be relocated and rerouted in attic. To be reconstructed to meet all codes and adequate insulation.
- Remove all existing conduit/ cabling back to existing electrical panel. See A100 & A101 for new outlets/ requirements.



# Tolar Driver License Renovation

105 Pine Lane | Tolar, Texas

5805 North Lamar Blvd. | Austin, Texas 78752

Jessica Ruth Warren  
 #25573

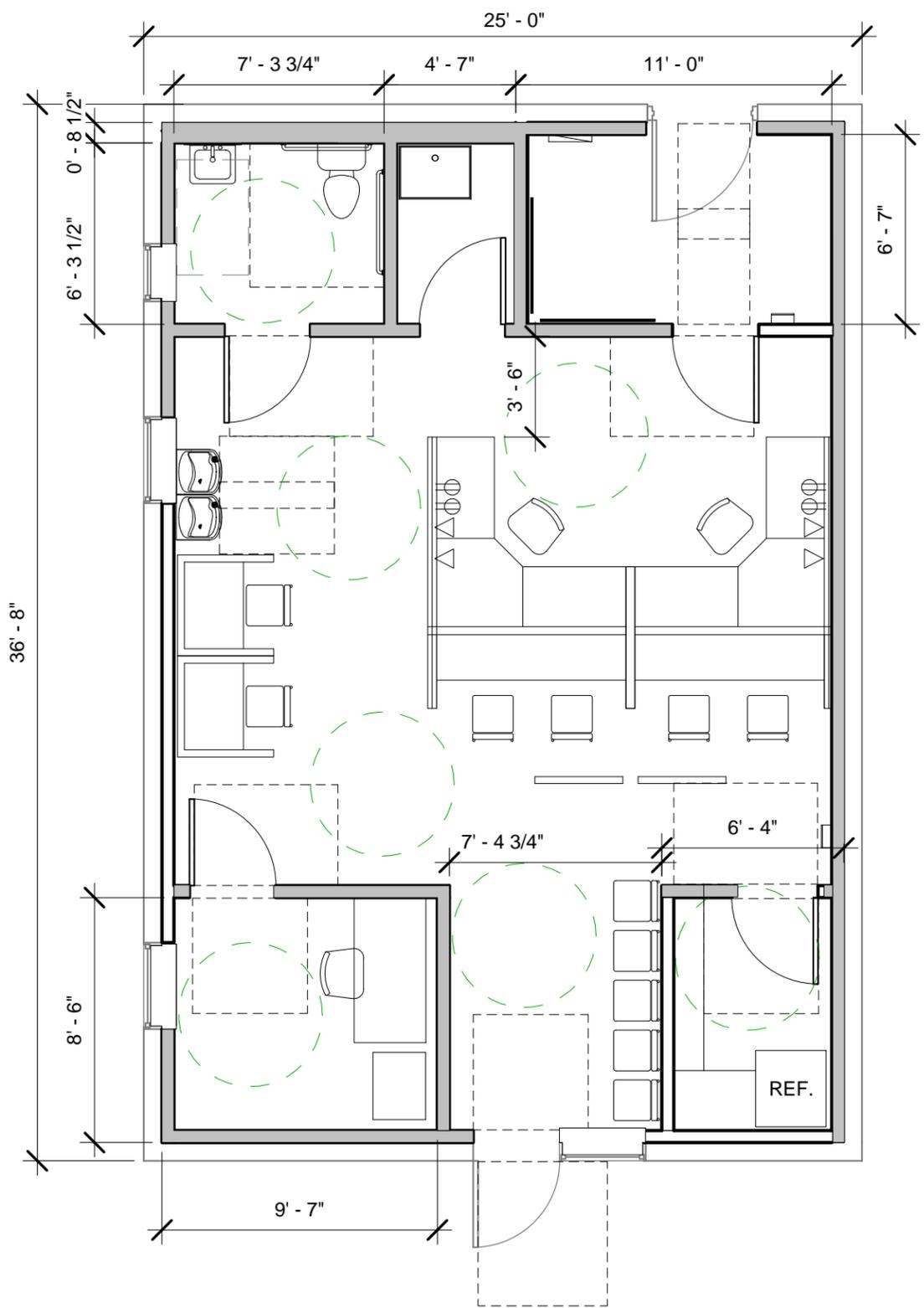
NOT FOR REGULATORY  
 APPROVAL, PERMITTING  
 OR CONSTRUCTION.

## Demolition Plan

### REVISIONS

No.	Description	Date

Project number	16-007
Date	5-13-2016
Drawn by	JRW
Checked by	NA
Scale: As indicated	A001



# Tolar Driver License Renovation

105 Pine Lane | Tolar, Texas

5805 North Lamar Blvd. | Austin, Texas 78752

Jessica Ruth Warren  
#25573

**NOT FOR REGULATORY  
APPROVAL, PERMITTING  
OR CONSTRUCTION.**

## Texas Accessibility Standard (TAS) Plan

REVISIONS			Project number	16-007
No.	Description	Date	Date	5-13-2016
			Drawn by	Author
			Checked by	Checker
			Scale: 3/16" = 1'-0"	A002

# General Notes:

**NOTE:** Notes 1-8 below is work that will be completed by City of Tolar. These are included in the documents for coordination purposes.

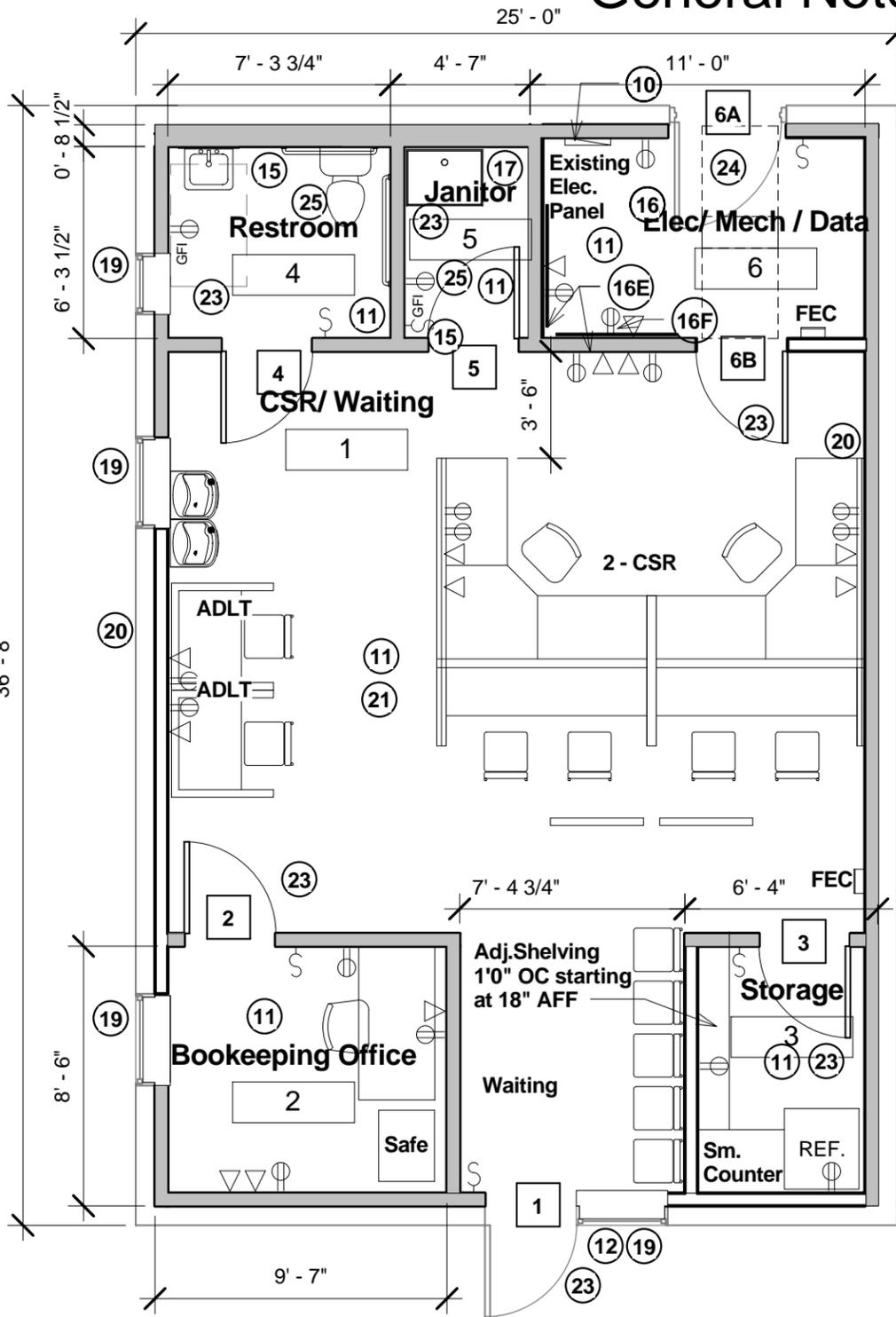
- Mechanical ductwork will be routed into attic and insulated to current code standards. The exterior will be upgraded and weather tight around the outside unit and condensate drain reworked.
- Exterior control joints will be cleaned and replaced with a TXDPS approved waterproof sealant.
- TXDPS Approved NP-1 sealant and backer rod will be placed at building foundation and concrete sidewalk intersection. In addition, finish edge of concrete paving to building will receive same installation.
- Pavement will be re-stripped to accomodate an ADA accessible parking space.
- Exterior canopy structure verified for stability and lighting directed at old flag pole redirected.
- Provide a fully accessible ADA bathroom - meeting all code requirements including a water heater for the handwash sink. The water heater should be located in the janitor closet whether it is a instantaneous or standard water heater with appropriate capacity for the fixtures.
- All power receptacles to be NEMA 5-20R. If noted as GFCI on plan - this option will be required.
- Provide plumbing stub-outs of sufficient capacity for hot, cold and waste water to janitor sink during the bathroom plumbing work for TXDPS vendor to make janitor sink connections.

**NOTE:** See notes 9 - 21... below for work required under this contract.

- All work shall meet all state and local codes and requirements.
- The existing electrical panel is to be reused, but a complete new circuit should be installed. All electrical work needs to meet all state and local code requirements.
- The finish schedule is included in the scope of work/ specifications. All rooms are to receive LVT flooring, Rubber base, and all walls and ceilings are to be painted.
- Storefront glass will be replaced at front entry. Type to match existing color and size.
- Wall type for exterior walls: existing cmu, new 3 5/8" metal studs, new sound batt insulation and one new layer of 5/8" gypsum drywall. The new portion of the wall will be installed for exterior envelope insulation and to conceal all new electrical and data conduit. (New wall portion as indicated in symbol legend below).
- Wall type for new interior walls: 3 5/8" metal studs, 22 gage @ 16" o.c. with 5/8" gypsum board on both sides of studs. Brace all stud walls to structure above @ 48" o.c., alternating sides where permitted where permitted. Coordinate bracing with mechanical, electrical and structure in the ceiling.
- Wall type for plumbing/ wet wall in restroom & janitor's closet: existing CMU, 8" metal stud, 22 gage @ 16" o.c. with 5/8" water resistant gypsum board.
- Elec/Mech/Data room notes:
  - Coordinate exact location and Nema configuration of all wiring devices for this room with TXDPS prior to installation.
  - Utilize #10 THHN minimum for all wiring devices for this room.
  - 1/4" x 4" x 10" Copper ground bar with pre-drilled holes, insulators and mounting kit. Route #4 insulated CU ground wire from ground bar to structural steel as per code.
  - Electrical sub to bond cable tray to ground bar. Utilize #6 THHN.
  - Install two (2) pieces of 3/4" thick plywood telephone backboard, painted, on wall in elec/mech/data room as indicated by TXDPS. Size: 4'-0" x 4'-0".
  - Install a dedicated electrical outlet (5-20R outlet) located on wall at 48" AFF close to plywood.
- Make all necessary connections for the janitor's sink - see note 8 above and coordinate with City of Tolar. Provide and install mop basin and faucet: floor mounted corner sink 24"x24"x12"; provide rubber hose and wall hook; Stern Williams SBC-1500 or approved equal; faucet/handles: Zurn Z843M1-CS (provide with vacuum breaker- or equal by Delta, Toto or Moen); Strainer: Kohler K-9146 or approved equal; wall panels stainless steel two required.
- See Rereflected Ceiling Plan for coordination. City of Tolar will run all the ductwork in the attic and GC will install supply/ return diffusers and make final connections.
- Provide 1/4" solid surface to cover window sill (continuous from window over existing CMU to new 3 5/8" metal stud wall with gypsum board and 1/2" overage). Provide 1" mini blinds for each existing window location. Field verify overall window dimensions.
- GC will be required to make final power connections to furniture. GC to provide a whip that will connect to furniture, then once furniture is installed, make final power connections in modular furniture. Furniture is provided by TXDPS.
- Provide wainscot for all walls in the following rooms: Room 1 and Room 4. See finish schedule for wainscot height and materials.
- Provide metal knock down frames 18 gage with at least three anchors into both sides of the wall. Paint door frames trim color on finish schedule. Provide doors and hardware for door numbers 2, 3, 4, 5 & 6B
- Core drill concrete slab to accomodate floor drain. Verify that installation follows all ADA accessibility standards. Use floor patch to create a smooth transition around floor drain.
- Paint existing back door and frame, 6A. Color to be determined by TXDPS.
- Core drill concrete slab to accomodate and connect all pipes to new floor drain. Contractor responsible to make sure installation follows all ADA accessibility standards.

## Symbol Legend

- New wall, 3 5/8" metal studs w/ insulation & 5/8" gyp. bd.
- Existing Wall to Remain
- Existing Door
- New Door
- Recessed Fire Extinguisher Cabinet
- Door Number
- GFI Duplex Grounding Type Receptacle, 120 V, Nema 5-20R, Ground Fault Interrupter type, Mount 18" AFF unless noted.
- Duplex Grounding Type Receptacle, 120 V, Nema 5-20R, Mount 18" AFF unless noted.
- Single Data outlet



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# Tolar Driver License Renovation

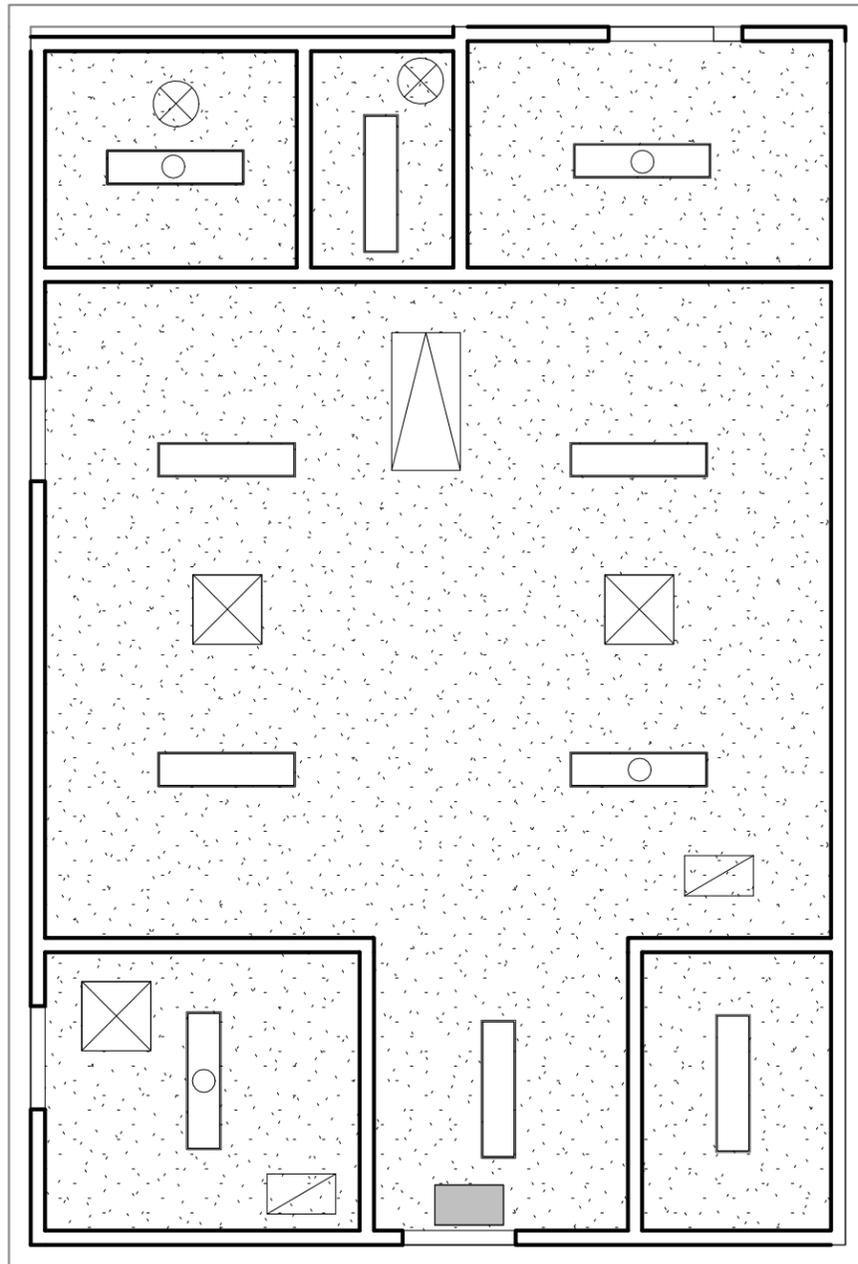
105 Pine Lane | Tolar, Texas

5805 North Lamar Blvd. | Austin, Texas 78752

Jessica Ruth Warren  
#25573

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.

REVISIONS			Floor Plan	
No.	Description	Date	Project number	16-007
			Date	5-13-2016
			Drawn by	-
			Checked by	NA
			Scale:	A100
			As indicated	



## General Notes:

1. Demolition will be required for existing lighting fixtures/ wiring to be removed/ disconnected properly and disposed of before new ceiling, mechanical diffusers and lighting can be installed.
2. Any item located in the ceiling must be ordered to fit within a 5/8" gypsum board ceiling and have all trim required for this application.
3. All devices identified in the legend/ plan are to be connected to power as required by manufacturer's recommendations.
4. Batt Insulation is required to be installed above the gypsum board ceiling that meets current energy code standards.

## Legend

-  5/8" New Gypsum board attached to existing wood structure above (shim where required to create a level 4 finish, painted)
-  Supply Diffusers
-  Exhaust Fan
-  Return Diffusers
-  Emergency Exit Lights
-  Lithonia Lighting: LBL4 48L EOHN LP840 EL14L/ Emergency Battery Pack
-  Lithonia Lighting: LBL4 48L EOHN LP840
-  Attic Access Skuttle - Frame an opening between the trusses of approximately 2'x4' trim the opening with painted 1x2 wood trim and use 3/4" plywood A/B grade (painted to match the ceiling) to enclose the opening.



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## Reflected Ceiling Plan

REVISIONS			Project number	16-007
No.	Description	Date	Date	5-13-2016
			Drawn by	Author
			Checked by	Checker
			Scale: 3/16" = 1'-0"	A101

# 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



	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Includes Acoustical Ceiling Installation, and Hardwood Floor Installation.....	\$ 14.30	0.00
CEMENT MASON/CONCRETE FINISHER....	\$ 13.29	0.00
ELECTRICIAN.....	\$ 18.06	4.87
IRONWORKER, STRUCTURAL.....	\$ 15.48	0.00
LABORER: Common or General.....	\$ 10.24	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.....	\$ 11.00	0.00
OPERATOR: Bulldozer.....	\$ 13.00	0.31
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.....	\$ 13.50	0.00
PLUMBER.....	\$ 20.38	4.74
ROOFER.....	\$ 13.64	1.80
SHEET METAL WORKER.....	\$ 17.00	0.00
TILE SETTER.....	\$ 15.00	0.00
TRUCK DRIVER.....	\$ 12.52	0.00

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

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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)).

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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.

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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

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