

# SPECIFICATIONS

## EXTERIOR WALL RENOVATIONS

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**TEXAS A&M**  
**FOREST SERVICE**

MARSHALL, TEXAS

TEXAS A&M UNIVERSITY SYSTEM

PROJECT NO. 222104-00016

JULY 2016



*James D. Dunn, Jr.*  
7/29/2016

## NOTICE OF PROJECT

Exterior Wall Renovations  
Texas A&M Forest Service  
Marshall, Texas  
July 2016      Project No. 222104-00016

### Scope of Work

**Base Bid** - Furnish labor, materials, and equipment necessary for removal of the all existing wood siding on exterior walls of a wood structure office building (approx. 1,535 sq ft conditioned) with gable style roof. Install insulating sheathing with waterproofing tape over exterior walls, add wood lath for attachment, and recover with pre-painted steel "R" panel siding, "M" panel soffit, with trim, etc. as necessary to cover all wood. Install CMU masonry veneer wainscot and cap flashing (to window sill height) along the front wall only, including concrete footer beams as necessary and outlined in these specifications.

**Alternate 1** - Furnish labor, materials, and equipment necessary to remove and replace thirteen (13) existing windows for a turnkey installation.

**Alternate 2** - Furnish labor, materials, and equipment necessary to remove and replace one (1) front door unit with commercial insulated hollow metal door including half glass, welded steel frame and related hardware.

### INFORMATION AND BIDDING DOCUMENTS

Specifications may be obtained electronically from the Texas Building Procurement Commission's Electronic State Business Daily website <http://esbd.cpa.state.tx.us/>. Search for agency: **TX A&M Forest Service - 576** or by contacting Jimmy Dunn at 979-845-2180 or Trent Burford 979-458-2184.

### MANDATORY EXAMINATION OF SITE

**A mandatory site inspection is required prior to bidding. Each contractor is required to visit the site and examine the condition of the project. Re. Instructions to Bidders for information.**

**Failure to comply with this section will be grounds for rejection of bid.**

### RECEIPT OF BIDS

Sealed bids will be received until 2:00 p.m., **August 30, 2016.**

It is the bidder's responsibility to submit bid documents prior to the specified bid opening time and follow up that it was received.

Bid documents may be sent to [jd-dunn@tamu.edu](mailto:jd-dunn@tamu.edu), faxed to 979-845-0365 (attn. Jimmy Dunn), or delivered prior to bid opening time:

**Mailing address**  
AgriLife Admin. Services - Engineering  
TAMU 2147  
College Station, Texas 77843-2147

**Delivery address**  
Admin. Services Building - Bldg. #1536  
578 John Kimbrough Blvd., Room 516  
College Station, Texas 77843

# INVITATION FOR BID – RETURN SEALED BIDS TO:

## BIDDER MUST SIGN BELOW

FAILURE TO SIGN WILL DISQUALIFY BID

TEXAS A&M AGRILIFE - ENGINEERING  
 2147 TAMU  
 COLLEGE STATION, TX 77843-2147  
 PHONE 979-845-2180  
 FAX 979-845-0385

\_\_\_\_\_  
 AUTHORIZED SIGNATURE

OPENING DATE: **August 30, 2016** at 2:00PM (CST)

\_\_\_\_\_  
 PRINT OR TYPE NAME

BID NO: **222104-00016** BUYER:

\_\_\_\_\_  
 TITLE DATE

**BY SIGNING, VENDOR AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS WHICH ARE AS ATTACHMENT A**

\_\_\_\_\_  
 COMPANY NAME

BY SIGNING, BIDDER CERTIFIES THAT IF A TEXAS ADDRESS IS SHOWN AS THE ADDRESS OF THE BIDDER, BIDDER QUALIFIES AS A TEXAS RESIDENT BIDDER AS DEFINED IN 34 TEXAS ADMINISTRATIVE CODE, RULE 20.32(68).

\_\_\_\_\_  
 ADDRESS

BID TO BE "F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED" UNLESS OTHERWISE SPECIFIED BELOW.

\_\_\_\_\_  
 CITY STATE ZIP

DESTINATION OF GOODS:

\_\_\_\_\_  
 PHONE FAX

Texas A&M Forest Service,  
 5700 Karnack Hwy  
 Marshall, Texas 75672

\_\_\_\_\_  
 VENDOR ID NUMBER (SEE SECTION 1.8 OF TERMS & CONDITIONS)

\_\_\_\_\_  
 DUNS NUMBER (IF AVAILABLE)

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p><b>Exterior Wall Renovations</b></p> <p><b>Base Bid</b> - Furnish all labor, materials, and equipment necessary for removal of the all existing wood siding on exterior walls of a wood structure office building (approx. 1,535 sq ft conditioned) with gable style roof. Install insulating sheathing with waterproofing tape over exterior walls, add wood lath for attachment, and recover with pre-painted steel "R" panel siding, "M" panel soffit, with trim, etc. as necessary to cover all wood. Install CMU masonry veneer wainscot and cap flashing (to window sill height) along the front wall only, including concrete footer beams as necessary and outlined in these specifications.</p> <p><i>In Words</i> _____</p> <p>_____</p> <p><b>Alt. 1</b> - Furnish labor, materials, and equipment necessary to remove and replace thirteen (13) existing windows for a turnkey installation.</p> <p><i>In Words</i> _____</p> <p>_____</p> <p><b>Alt. 2</b> - Furnish labor, materials, and equipment necessary to remove and replace one (1) front door unit with commercial insulated hollow metal door including half glass, welded steel frame and related hardware.</p> <p><i>In Words</i> _____</p> <p>_____</p>				<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>

**A mandatory site inspection is required prior to bidding. Each contractor is required to visit the site and examine the condition of the project.**

**DELIVERY IN \_\_\_\_\_ DAYS**

**GRAND TOTAL: \_\_\_\_\_**

If claiming preference under 34 Texas Administrative Code, Rule 20.38, please complete section 1.13 of the terms and conditions and submit with signed bid response.

If claiming to be a TPASS certified Historically Underutilized Business (HUB), please specify:  
 BLK  HSP  W/O  A/P  AI



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

The following are the terms and conditions for Texas A&M AgriLife Research, Texas A&M AgriLife Extension Service, Texas A&M Forest Service, and Texas A&M Veterinary Medical Diagnostic Laboratory (TVMDL), hereafter referred to as the Agency.

**1. BIDDING REQUIREMENTS**

- 1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Pricing must be quoted on a "per unit" basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Unit prices shall govern in the event of extension errors. Bidder guarantees product or service offered will meet or exceed specifications included as part of this Invitation for Bid (IFB). If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- 1.3 Bids should be submitted on this form. Each bid that is mailed should be placed in a separate envelope completely and properly identified. Bidder should show opening date and bid invitation number on the fax coversheet, subject line of email, or the lower left hand corner of the sealed envelope. Please show return address of company. Bids must be received by the Agency on or before the hour and date specified for the bid opening.
- 1.4 When sending bids via the U.S. Postal Service, use the address on the front of this IFB. When using a delivery service or hand delivering, which requires a street address, address is Administrative Services Building, 578 John Kimbrough Blvd., Room #419, Texas A&M University, College Station, TX 77843-2147.
- 1.5 Late or unsigned bids will not be considered under any circumstances.
- 1.6 Bids should be quoted "F.O.B. destination, freight prepaid and allowed". If quoting freight otherwise, show exact delivery cost and who bears cost if not included in unit price.
- 1.7 Bid prices are requested to be firm for the Agency's acceptance within 30 days of the bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discount will not be considered in determining an award. All cash discounts will be taken if earned.
- 1.8 Bids should give Vendor ID Number, full name and address of bidder. Failure to sign bid will disqualify it. Person signing bid should show title or authority to bind his or her firm in a contract. Firm name should appear on each page of a bid, in the block provided in the upper right hand corner. The Vendor ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the front side (upper left) of the IFB. If this number is not known, complete the following: 1. Enter your Federal Employer Identification Number. 2. Sole owner should also enter Social Security Number.
- 1.9 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initialed by bidder or authorized agent of bidder. No bid can be withdrawn after opening time without approval by the Agency based on a written acceptable reason.
- 1.10 Purchases made for the Agency's use are exempt from the State Sales Tax and Federal Excise Tax. Do not include tax in bid. Excise Tax Exemption Certificate will be furnished by the Agency upon request.
- 1.11 The Agency reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the Agency and to reject any and all bid items at the sole discretion of the Agency. The Agency also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the Agency. Any contract may also be extended up to three months at the sole discretion of the Agency.
- 1.12 Consistent and continued tie bidding could cause rejection of bids by the Agency and/or investigation for antitrust violations.
- 1.13 Check below if preference is claimed under Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter C, Section §20.38:
  - Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
  - Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
  - Agricultural products grown in Texas
  - Agricultural products offered by a Texas bidder
  - Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
  - Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
  - Texas Vegetation Native to the Region
  - USA produced supplies, materials or equipment
  - Products of persons with mental or physical disabilities
  - Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
  - Energy Efficient Products
  - Rubberized asphalt paving material
  - Recycled motor oil and lubricants
  - Products produced at facilities located on formerly contaminated property
  - Products and services from economically depressed or blighted areas
  - Vendors that meet or exceed air quality standards
  - Recycled or Reused Computer Equipment of Other Manufacturers
  - Foods of Higher Nutritional Value

1.14 The telephone number for fax submission of bids is 979-845-0365. This is the only number that will be used for the receipt of bids. The Agency shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

1.15 Inquiries pertaining to IFBs must include the IFB number and opening date.

## **2. SPECIFICATIONS**

2.1 Any catalog, brand name, or manufacturer's reference used in the IFB is descriptive only (not restrictive), and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered unless otherwise specified. If bidding other than specified, bid should show manufacturer, brand or trade name, and other description of the product offered. If brand(s) other than specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. If bidder takes an exception to specifications or reference data in his or her bid, bidder will be required to furnish brand names, numbers, etc., as specified in the IFB.

2.2 All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in IFB. Oral agreements to the contrary will not be recognized.

2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.

2.4 Samples, when requested, must be furnished free of expense to the Agency. If not destroyed in examination, they will be returned to the bidder, upon request, at bidder's expense. Each sample should be marked with bidder's name and address, and the Agency bid number. Do not enclose in or attach bid to sample.

2.5 The Agency will not be bound by any oral statement or representation contrary to the written specifications of this IFB.

2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

## **3. TIE BIDS**

In case of tie bids, the award will be made in accordance with Rule §20.36 (b) (3) in Title 34 of the Texas Administrative Code.

## **4. DELIVERY**

4.1 Bid should show number of days required to place material in receiving Agency's designated location under normal conditions. Failure to state delivery time obligates supplier to complete delivery in 14 calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded.

4.2 If delay is foreseen, supplier shall give written notice to the Agency. Bidder must keep the Agency advised at all times of the status of the order. The Agency has the right to extend delivery date if reasons appear valid. If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the Agency reserves the right to purchase specified supplies elsewhere, and charge the full increase in price, cost of handling, and rebidding, if any, to the vendor.

4.3 No substitutions or cancellation permitted without written approval of the Agency.

4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from the Agency.

## **5. INSPECTIONS AND TESTS**

All goods will be subject to inspection and test by the Agency to the extent practicable at all times and places. Authorized Agency personnel shall have access to any 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. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the bidder. Goods which have been delivered and rejected in whole or in part may, at the Agency's option, be returned to the bidder or held for disposition at bidder's risk and expense. Latent defects may result in revocation of acceptance.

## **6. AWARD OF CONTRACT**

A response to an IFB is an offer to contract with the Agency based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts until they are accepted and an authorized purchase order is issued. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in Texas Education Code, Title 3, Chapter 51, Section 51.9335, shall also be considered in making an award when specified. Any legal actions must be filed in Brazos County, TX.

## **7. PAYMENT**

Vendor shall submit one copy of an itemized invoice showing order number and Agency purchase order number. Please note: If the invoice is not addressed as instructed, payment will be delayed. The Agency 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. All payments will be made in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251.

## **8. PATENTS OR COPYRIGHTS**

The bidder agrees to protect the Agency from claims involving infringement of patents or copyrights.

**9. BIDDER ASSIGNMENTS**

Bidder hereby assigns to the Agency any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, Texas Business and Commerce Code Ann. Sec. 15.01, et seq. (1967).

**10. BIDDER AFFIRMATION**

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

- 10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted IFB.
- 10.2 The bidder is not currently delinquent in the payment of any franchise tax owed to the State of Texas.
- 10.3 Under §2155.004, Texas Government Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this IFB is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.
- 10.4 Pursuant to 15 U.S.C. §1, et seq. and Texas Business and Commerce Code §15.01, et seq. neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation, or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.5 The bidder shall defend, indemnify, and hold harmless the Agency, all of its officers, agents, contractors, and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of vendor or any agent, employee, subcontractor, or supplier of vendor in the execution or performance of any contract with vendor resulting from this IFB. Bidder shall coordinate its defense with Texas Attorney General as requested by the Texas A&M University System, Office of the General Counsel. This section is not intended to and shall not be construed to require bidder to indemnify or hold harmless the State or Agency for any claims or liabilities resulting from the negligent acts or omissions of the Agency or its employees.
- 10.6 Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 10.7 In accordance with §2155.4441, Texas Government Code, bidder agrees that during the performance of a contract for services, it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 10.8 Pursuant to Section 2262.003 of the Texas Government 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. 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.
- 10.9 Bidder certifies that they are in compliance with Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency. If Section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

**Name of Former Executive:** \_\_\_\_\_  
**Name of State Agency:** \_\_\_\_\_  
**Date of Separation from State Agency:** \_\_\_\_\_  
**Position with Bidder:** \_\_\_\_\_  
**Date of Employment with Bidder:** \_\_\_\_\_

- 10.10 Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local government entity. Bidder certifies that the bidding entity is in compliance with the State of Texas statutes and rules relating to procurement, and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>
- 10.11 Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this IFB are not prohibited by §556.005 or §556.008, Texas Government Code, relating to the prohibition of using state funds for lobbying activities.
- 10.12 Sections 2155.006 and 2261.053, Texas Government 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, Texas Government Code, occurring after September 24, 2005. Under §2155.006, Texas Government Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.

10.13 Bidder represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it offers to provide to the Agency under this bid (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code.) To the extent vendor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then vendor represents and warrants that it will, at no cost to the Agency, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that vendor is unable to do so, then the Agency may terminate this Agreement and vendor will refund to the Agency all amounts the Agency has paid under this purchase order within thirty (30) days after the termination date.

**11. NOTE TO BIDDERS**

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

**12. TEXAS PUBLIC INFORMATION ACT**

(a) Contractor acknowledges that the Agency is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon the Agency's written request, Contractor will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, *Texas Government Code*, to the Agency in a non-proprietary format acceptable to the Agency. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which the Agency has a right of access.

(c) Contractor acknowledges that the Agency is required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

**13. TEXAS FAMILY CODE SECTION 231.006**

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, *Texas Government 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:

**14. PROTEST PROCEDURES**

Any actual or prospective bidder who is aggrieved in connection with this IFB, evaluation, or award of any contract resulting from this IFB may formally protest as provided in the Agency's rules at <http://agrifileas.tamu.edu/library/pdf/purchasing/vendor-protests.pdf>.

**15. NON-APPROPRIATION OF FUNDS**

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

**16. FORCE MAJEURE**

Neither bidder nor Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this IFB 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.

#### **17. CONFLICT OF INTEREST**

An Agency 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. Entities who are interested in seeking business opportunities with the Agency must be mindful of these restrictions when interacting with public purchasers of the Agency.

#### **18. INDEPENDENT CONTRACTOR**

Bidder or bidder's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any contract resulting from this IFB. Bidder and bidder's employees, representatives, agents and any subcontractors shall not be employees of the Agency. Should bidder subcontract any of the services required in this IFB, bidder expressly understands and acknowledges that in entering into such subcontract(s), the Agency is in no manner liable to any subcontractor(s) of bidder. In no event shall this provision relieve bidder of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this IFB.

#### **19. DISPUTE RESOLUTION**

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used as further described herein, by the Agency, and the bidder to attempt to resolve any claim for breach of contract made by vendor:

19.1 Bidder's claim for breach of this contract, that the parties cannot resolve in the ordinary course of business, shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Texas Government Code. To initiate the process, bidder shall submit written notice, as required by Subchapter B, to:

**Dr. David Lunt, Texas A&M AgriLife Research**  
**Mr. Kyle Smith, Texas A&M AgriLife Extension Service**  
**Dr. Roger Parker, Texas A&M Veterinary Medical Diagnostic Laboratory (TVMDL)**  
**Robby DeWitt, Texas A&M Forest Service**

Said notice shall also be given to all other representatives of the Agency and bidder otherwise entitled to notice under the parties' contract. Compliance by bidder with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Texas Government Code.

- 19.2 The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is the bidder's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Agency if the parties are unable to resolve their disputes under subparagraph (a.) of this paragraph.
- 19.3 Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Agency, nor any conduct of any representative of the Agency thereafter, shall be considered a waiver of sovereign immunity to suit.
- (1) The submission, processing, and resolution of bidder's claim is governed by the published rules as adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260 as currently effective, hereafter enacted or subsequently amended.
  - (2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of the performance by the bidder, in whole or in part.
  - (3) The designated individual responsible on behalf of the Agency for examining any claim or counterclaim and conducting any negotiations related thereto, as required under Section 2260.052 of the Texas Government Code shall be Dr. David Lunt (Research) / Mr. Kyle Smith (Extension) / Dr. Roger Parker (TVMDL).

INSTRUCTIONS TO BIDDERS

MANDATORY EXAMINATION OF SITE and CONTACT

**A mandatory site inspection is required prior to bidding. Each contractor is required to visit the site and examine the condition of the project.**

**The Contractor shall sign in with the Owner’s Representative and provide the following information in writing:**

<b>Company Name</b>	<b>Phone Number / E-mail / Fax</b>
<b>Address</b>	<b>Person’s Name</b>
<b>City, State</b>	<b>Date/Time</b>

To arrange for site inspection on your own, contact **Justin Kendall (Owner’s Representative) 210-867-8439.**

**Failure to comply with this section will be grounds for rejection of bid.**

PROJECT SITE

The project site is located at **Texas A&M Forest Service, 5700 Karnack Hwy, Marshall, Texas 75672.**

BID BOND

**Not required.**

PERFORMANCE and PAYMENT BONDS

Performance and Payment Bonds are not required on contracts of \$25,000 or less. Chapter 2253, Texas Government Code, T.C.S., requires that **if the Contract Sum exceeds \$25,000, the Contractor shall provide an executed Payment Bond and if the Contract Sum exceeds \$100,000, the Contractor shall also provide an executed Performance Bond.**

1. Each bond shall be executed and contain an embossed seal by a Surety(ies) on forms approved by the Attorney General of Texas. If any Surety upon any bond furnished in connection with the Contract becomes insolvent, or otherwise not authorized to do business in the State, the Contractor shall promptly furnish equivalent security to protect the interests of the State and of persons supplying labor, materials and/or equipment in the performance of the Work.
2. Each bond shall have attached a valid Power-of-Attorney issued by the Surety, signed and sealed with the corporate embossed seal, authorizing the agent who signs the bond to commit the Surety to the terms of the bond, and stating the limit on the face of the Power-of-Attorney, if any, in the total amount for which the agent is empowered to issue a single bond.
3. The Owner may consider Performance and Payment Bonds only from a Surety authorized to do business in Texas.

The cost of any such bonding must be included in the Base Bid amount. No additional charges will be allowed for bonding. **Bonds must be executed on standard TAMUS forms.**

INSURANCE

The Contractor shall carry insurance in the types and amounts indicated in this section for the duration of the Contract, and this coverage shall include items owned by the Owner in the car, custody and control of the Contractor prior to, during construction and during the warranty period. In this circumstance, the Owner will provide in the Special Conditions a listing of such equipment and its value. The Contractor must also complete and file the declaration pages from the insurance policies with the Owner whenever a previously

furnished policy period expires during the term of the Contract, as proof of continuing coverage. Acceptance of the insurance policy declaration pages by the Owner shall not relieve or decrease the liability of the Contractor.

Unless otherwise provided for in these specifications, the Contractor shall provide and maintain, until the Work covered in the Contract is completed and a report of final acceptance is issued by the Owner, the insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to the Owner.

<u>Type of Coverage</u>	<u>Limits of Liability</u>
1. Employer's Liability	
Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Each Employee
Bodily Injury by Disease	\$500,000 Policy Limit
2. Comprehensive General Liability, including coverage of Combined Single Limit of Bodily Injury and Property Damage of \$1,000,000 Per Occurrence or its equivalent for the following:	
a) Premises Operations	
b) Independent Contractors	
c) Products/Completed Operations	
d) Personal Injury	
e) Contractual Liability	
f) Explosion, Collapse, Underground	
g) Broad form property damage, to include fire legal liability.	
3. Business Automobile Liability owned/leased, owned, hired Combined Single Limit for Non-bodily Injury and Property Damage of \$1,000,000 Per Occurrence or its equivalent.	
4. Workers' Compensation	Statutory

The worker's compensation insurance coverage must include the responsibility of the Contractor to provide coverage for every worker either under the Contractor's policy or under the policy provided by a Subcontractor. The Contractor's policy shall provide that, in the event that a Subcontractor's policy fails to provide worker's compensation coverage of a worker, such insurance coverage is provided by the Contractor's policy. The Contractor shall obtain certificates of coverage from Subcontractors carrying their own policies, prior to any Subcontractor providing services to the Project.

By signing the Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by worker's compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or in the case of self-insured, with the Texas Workers' Compensation Commission. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties or other civil litigations.

Policies must include the following clauses, as applicable:

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, of the (10) days for non-payment of premium, has been given to the Owner."

- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the State agency for liability arising out of operations under the Contract with the Owner."
- c. "The Owner, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under contract with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the Owner."

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

The furnishing of the above listed insurance coverage, as may be modified herein, must be tendered prior to performance of the Contract, and in no event later than ten (10) days from the date of the Notice-to-Proceed. Failure to provide the insurance in a timely fashion may result in loss of the Contractor's bid surety and/or cancellation of the Contract.

The Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in these specifications.

#### HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

##### **A HUB Subcontractors Plan is required to be turned in with bids of \$100,000 or more.**

A Historically Underutilized Business (HUB) is defined by statute as: (a) a corporation formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who are socially disadvantaged because of their identification as members of certain groups, including Black Americans, Hispanic Americans, women, Asian Pacific Americans, and Native Americans, and have suffered effects of discriminatory practices or similar insidious circumstances over which they have no control; and, have a proportionate interest and demonstrate active participation in the control, operation, and management of the corporation's affairs; (b) a sole proprietorship created for the purpose of making a profit that is 100% owned, operated, and controlled by a person described in (a); (c) a partnership formed for the purpose of making a profit in which at least 51% of the assets and interest in the partnership is owned by one or more persons who are described in (a) and have a proportionate interest and demonstrate active participation in the control, operation, and management of the partnership's affairs; (d) a joint venture in which each entity in the joint venture is a HUB; or, (e) a supplier contract between a HUB and a prime contractor under which the HUB is directly involved in the manufacture or distribution of the supplies or materials or otherwise warehouses and ships the supplies.

A goal-oriented system, established by the 73rd Legislature, encourages prime contractors to award subcontracts to and make material and supply purchases from HUBs. The goal of 30% is based on the total value of the Contract

It is the contractor's responsibility to demonstrate to the State that a "good faith effort" has been made to meet the 30% goal. Examples of "good faith effort" are soliciting proposals from the Texas Certified Historically Underutilized Business Directory, reduce the size of subcontract packages, corresponding with HUB associations and advertising in HUB publications.

## PURCHASE ORDER

Texas A&M AgriLife reserves the right to substitute the word "Purchase Order" for "Contract" in the documents whenever it feels that a signed Purchase Order will expedite the Project.

## FINAL ACCEPTANCE AND PAYMENT

**Notification:** When the work is completed, the Contractor shall notify the engineer that the work will be ready for pre-final inspection on a definite date. Upon verification by the engineer that the deficiencies found during pre-final inspection have been corrected and the Work is ready for final inspection and acceptance, the engineer will within 10 days make a final inspection, and when the work is found acceptable under the Contract documents, without exceptions, and the contract is fully preformed, the Owner will make final payment to the Contractor.

**Final Payment Documentation:** neither the final payment nor the remaining retained percentages shall become due until the Contractor submits to the Engineer (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the owner or its property might in any way be responsible, have been paid or will be paid or otherwise satisfied within thirty days after receipt of final payment from the Owner, or within the period of time required by Article 601f, T.C.S., (2) consent of surety, if any, to final payment and (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, release and waivers of claims arising out of the Contract, to the extent and in such form as may be designated by the Owner.

**Final Payment:** The making of final payment shall constitute a waiver of all claims by the Owner except those arising from: (1) faulty or defective work appearing after Beneficial Occupancy; (2) failure of the work to comply with the requirement of the contract documents; (3) terms of any special warranties required by the contract documents. Acceptance of Final Payment shall constitute a waiver of all claims by the contractor except those specifically enumerated at the time of final payment.



## GENERAL REQUIREMENTS

### WORK AREA AND ACCESS

All work, materials storage, staging, and parking shall be confined within the area(s) designated by the Owner's Representative.

Access to the site shall be coordinated directly with the Owner's Representative. No construction traffic will be allowed over field/pasture roads or other non-designated areas.

### RULES AND REGULATIONS

Work shall be performed in accordance with current International Building Code and National Electrical Code.

Give precedence to drawings and specifications when they require higher standards than those required by rules, regulations, and/or codes. Otherwise rules, regulations, and codes govern.

### SANITARY FACILITIES

The Contractor shall be responsible for providing adequate portable facilities.

### CONSTRUCTION UTILITIES

**Electrical Service:** Electrical power will be available from building. The Contractor shall be responsible to verify that adequate power is available for work operations. Tie-in and use shall be coordinated with Owner's Representative. The Contractor must furnish necessary labor, extension cords, temporary panels, lighting, equipment, etc. for his/her own use.

**Water Service:** The Owner will furnish water for construction purposes free of charge. Point of connection and use shall be coordinated with Owner's Representative. The Contractor must furnish all pipes, hoses, fittings, devices and accessories required for his/her operations.

### DELIVERIES

The Contractor shall have personnel at the site necessary to accept delivery and accomplish unloading/handling of materials and equipment. The Owner will not be responsible for accepting and/or unloading of materials and equipment associated with this project.

### TOOLS, EQUIPMENT, AND VEHICLES

The contractor shall furnish all tools (hand, power, pneumatic, etc.), equipment, and vehicles for the construction of this project. All facilities, tractors, welders, forklifts, etc. of Texas A&M University are off-limits.

### STORAGE AND PROTECTION

The Contractor shall properly store materials and equipment at the jobsite within an area designated by the Owner's Representative. Protect same from the elements when in open storage. The Contractor shall be responsible for keeping the assigned area free from fire hazards relating from improper storage procedures.

The Owner accepts no responsibility for the security of the stored materials.

Properly protect equipment, insulation, and other materials during construction. Handle equipment, materials, and devices carefully to prevent damage.

Material or equipment improperly handled or damaged from rough usage or improper storage shall be removed and replaced with new units when so directed by the Engineer.

#### CLARIFICATION

In case of doubt, do not proceed with work without first obtaining from the Engineer additional information or detail drawings as may be necessary for proper execution of work. Report discrepancies found in drawings and specifications without delay.

#### SUBSTITUTION OF MATERIALS

Where any article or thing is specified by proprietary name, trade name, name of manufacturer or catalog number with or without the addition of such expressions as "or equal" or "approved equal," it is to be understood that the article named or the equal thereof is intended, subject to the approval of the Engineer as to the equality thereof, and it is distinctly understood (1) that the Engineer shall use his judgement in determining whether or not any article or thing proposed to be substituted is the equal of any article or thing as specified; (2) that the decision of the Engineer on such questions of equality shall be final; and (3) that in the event of any adverse decision by the Engineer, no claim of any sort shall be made or allowed against the Owner.

#### CUTTING AND PATCHING

Required cutting and patching shall be done by the Contractor and/or responsibility Subcontractor as necessary to accomplish the work described. Insure that all related penetrations, both old and new, are accomplished in a workmanlike manner and sealed as necessary for weather tight conditions upon completion of work.

#### DAMAGES

Care shall be exercised to prevent damages to existing facilities, trees, lawns, site improvements, site utilities, equipment, etc. Any such damages occurring shall be promptly corrected as directed by the Engineer. No claims for corrected work due to damages resulting from the Contractor or his Subcontractor shall be considered for payment.

#### WASTE DISPOSAL AND CLEANING

All materials removed/replaced shall become property of the Contractor unless otherwise agreed with the Owner's Representative.

Debris shall be contained in a container, truck, or restricted refuse area as coordinated with the Engineer and Owner's Representative.

The Contractor shall be responsibility for keeping the jobsite picked up clean and uncluttered during the course of construction. This includes timely removal and proper legal disposal off-site of all waste and debris associated with his/her job.

The Contractor shall provide safe and reliable transportation of debris, so that no material is allowed to fall onto public property or any other property other than the destination to which the removed materials are being transported.

Prior to final inspection and acceptance, perform final cleaning and removal of all waste, debris, and/or surplus materials resulting from this work.

## SUBMITTALS

Submittals for approval will be required for all shop drawings any proposed substitutions of materials. Three copies required for Engineer's use.

Materials submittals shall include copies of manufacturer's catalog descriptions, performance characteristics, data sheets and/or other information relative to a complete description of the items.

## SCHEDULE

The Contractor shall provide to the Engineer a rough schedule of activities/phases associated with the project.

## RECORD DRAWINGS

The contractor is to maintain on site a copy of drawings to record information concurrently with construction progress. This record set shall be stored in the contractor's field office apart from the construction set. Record drawings shall be available for the Owner and shall contain the following information:

1. Location of utilities and appurtenances concealed in construction
2. Location of internal utilities and appurtenances concealed in construction.
3. Indicate all field changes approved by the Engineer and all approved change orders.

## INSPECTIONS

The Engineer shall be given at least 72 hours notice prior to each inspection milestone noted below:

Pre-final Inspection - When all work is complete, a general inspection will be conducted. A written punch-list of all deficiencies found to date will then be issued to the Contractor for correction.

The Engineer shall be given at least 7 days notice prior to:

Final Inspection - Upon verification by the Owner's Representative that all known deficiencies have been corrected, a final inspection will be conducted within 10 days.

## GUARANTEE

The Contractor shall guarantee that the work performed under this contract is free from faulty materials and workmanship and will remain so for a period of one year from the date of substantial completion or acceptance by the Owner. Specific requirements for additional guarantees to include parts, labor, and other costs are noted in various sections of the technical specifications.

Final payment on the contract by the Owner shall not relieve the Contractor of this responsibility.

Upon completion and prior to final payment, the Contractor shall furnish two complete copies of the following, all in clear vinyl jackets and assembled within 3-ring binder type covers:

- Written certification, signed by the Contractor, attesting to the fact that the completed facility complies with the requirements of the drawings and specifications and is warranted for a period of one year as outlined above.
- Copies of manufacturer's literature, owner's manuals, etc.

Until receipt of these items, final inspection will not be conducted nor final payment released.

## 0240 - DEMOLITION

### WORK INCLUDED

**Base Bid** - Remove existing 3/4" thick wood diagonal ship lap siding, soffit, trim, etc. to make ready for new R-Panel siding, soffit, and trim above, with CMU veneer wainscot wall along front. Ensure all obstructions are removed and tarp the ground to catch debris. Clean up premise of nails, wood, other associated debris, etc.

**Alt. 1** - Remove existing windows.

### GENERAL

All demolished materials removed become the property of the Contractor and it shall be the Contractor's responsibility to properly dispose of off site.

Care shall be taken to protect existing structure, facilities, equipment, etc. from damage. All damage occurring as a result of demolition shall be repaired at the expense of the Contractor.

## 0330 - POURED-IN-PLACE CONCRETE

### WORK INCLUDED

Furnish and install all poured-in-place concrete footer beams for support of CMU masonry wainscot veneer **along front wall only**, as detailed and outlined in these specifications.

### GENERAL

Supervision: Perform reinforced concrete work under direct supervision of Contractor's Superintendent. The Superintendent shall control under direction of the Engineer.

Place inserts, anchors, anchor bolts and similar devices required by other trades as indicated on approved shop drawings of the applicable trade.

### CODES AND REQUIREMENTS

Reinforced Concrete Work: Conform to current issues of ACI-318, CRSL-59, CRSL-63 and Referenced ASTM Specifications and Standards, latest revision.

In the event of discrepancies between the various codes and standards and these specifications, the most stringent shall govern.

### NOTIFICATION

Notify the Engineer of the time schedule for any pouring operation at least 72 hours before the start of placing concrete so that he may inspect the proper placement of forms, reinforcing, embedded items, rough-ins and related conditions. Furnish adequate light and access to all parts of the work for inspection.

Notify Engineer when forms, fill, plumbing rough-ins and reinforcing are sufficiently set to allow inspection. **Do not place concrete until shop drawings and any devices are received, devices and reinforcing set accordingly, and setting is approved by the Engineer.**

### MATERIALS

Reinforcing Steel: Intermediate grade new billet steel conforming to ASTM-615, No. 4 bars and larger, yield strength of 60,000 psi, No. 3 bars and smaller, yield strength of 40,000 psi, free from flaws or mill defects, cleaned of all loose rust, scale, grease, paint or other foreign matter.

Kinks or bends not shown on approved shop drawings will be cause for rejections. Do not bend or straighten bars in a manner that will injure the material.

Furnish certified copy of mill tests on reinforcing steel if requested.

Spacers, Chairs, Bolsters, Supports, etc.: Fabricated of standard bright basic wire or plastic as approved.

All items placed on fill for slabs shall be furnished with sand plates similar in construction.

Tie Wire: 16 gauge annealed wire.

Form Board: DFPA form board plywood or SYP #2 lumber.

Form Oil: A light clear oil which will not discolor or otherwise injuriously affect the concrete surface, delay or impair curing operations.



Cement: Portland Cement, Type 1, conforming to ASTM C-150, latest revision.

Fine Aggregate: Clean, sharp, washed natural sand, free from organic matter, conforming to ASTM C-33, latest revision.

Course Aggregate: Washed gravel graded from 1 1/2" to No. 2 sieve, ASTM C-33 or approved equal.

Water: Potable

Air-entraining Admixture: Use at rate recommended to achieve an air content of 2% to 4% in concrete at point of placement.

Curing Compound: Chemical curing compound with telltale dye shall conform to the requirements of ASTM C309 and provide an initial cure for concrete then dissipate. Curing compound used on exposed concrete shall be non-discoloring and shall not darken or yellow with age. **Insure compatibility with any adhesives, sealants and sealing compounds to be used.** Acceptable manufacturers include Sonneborn, Master Builders, Euclid Chemical, Nox-Crete Chemicals, Shepler's Cure and Hard (sodium silicate), or equal. **Submit for approval.**

Joint Sealant: Re: Section 790.

Bonding Agent: Latex bonding agent, Daraweld-C or equal.

#### FORMING/REINFORCING

Forms: Of good quality lumber free from loose and unsound knots, knot holes, twists, decay and other defects which would affect its strength or impair the finished surface of the concrete conforming to the shape, lines and dimensions of the members as called for on the plans. Substantially and sufficiently tight to prevent leakage of mortar and properly braced or tied together so as to maintain position and shape. Provide temporary openings for inspection and cleaning. **Forms shall be set so that exterior face of concrete is formed to minimum 12" below adjacent grade.**

Wetting and Oiling Forms: Coat facing of forms with an approved oil, applied before reinforcing is set. Wet all surfaces of forms that will be in contact with concrete with water immediately before concrete is placed. In hot weather, treat both sides of forms to prevent warping and to secure tight joints.

Expansion Joints: In locations indicated, install specified wooden expansion joint filler in sizes required and extend dowels through forms minimum 12" for placement in slab. Maintain top edge of filler 1/2" below concrete surface for sealant joint by means of removable plastic strips.

Construction Joints: Keyed galvanized metal joint. Extend reinforcing continuously through the joint. Construct joints at locations and to details indicated on the drawings. Obtain approval of construction joints not indicated prior to forming or placing concrete.

Rough-ins: Place all plumbing and conduit rough-ins at locations indicated and/or coordinate with other trades which may be responsible for these items.

Placement of Reinforcing Steel: Accurately form and place reinforcement in accordance with ACI 318, latest revision. Adequately support in position on metal chairs and spacers. Use ties or other positioning accessories to prevent movement in accordance with the ACI Building Code 318, latest revision.

Unless otherwise noted, bend all bars cold. Do not straighten or rebend bars without approval of the Engineer.

Keep splices to a minimum. Lap bars 30 bar diameters minimum, except as otherwise noted on the Foundation Drawings.

Tie reinforcing together at all intersections. Tie bars to stirrups at every intersection. Provide not less than two ties at all splices. Tie all steel sufficiently to provide proper spacing and to prevent dislocations during placement of concrete.

Clean steel of scale, heavy rust and any other coatings that will reduce bond. Reclean steel left projecting from concrete for subsequent bonding to remove cement or other contamination.

Support steel for slabs on fill with specified chairs and bolsters of proper height and size to support steel. Hang reinforcing of beams on grade at intervals to prevent deflection and provide ample bottom cover.

Setting Miscellaneous Items: Set required bolts, weld plates, angle nosings, anchors, dowels, sleeves, miscellaneous items, etc., occurring in connection with concrete work. Place to grade and secure in position before concrete mixture is placed. Building anchor bolts shall be bolted in place through wooden templates nailed to forms.

Protective Concrete Covering of Reinforcing Steel: As shown on the drawings. If not indicated on the drawings or if exceeded by requirements of ACI Building Code 318, conform to code.

### CONCRETE QUALITY, CONTROL AND TEST REQUIREMENTS

Testing Laboratory: The Owner may employ a testing laboratory to preform quality control testing. Testing Laboratory shall submit copies of test results both to the Engineer and the Contractor. The Engineer will contact the testing laboratory as required in these specs. Contractor shall give the Engineer notification (Re: section 330) in order to schedule testing laboratory.

Mix Design: Minimum ultimate compressive strength as 28 days; **3,000 pounds per square inch. Submit for approval.**

Test Cylinders: Owner's testing laboratory shall take a minimum of one set of (three) test cylinders for each 80 cubic yards or fraction thereof during the time the foundation is being poured. Each set shall have one cylinder broken at 7 days and one at 28 days for compressive strength with the third held in reserve. Curing and tests shall be according to ASTM C-39, under the supervision of the testing laboratory with a copy of tests furnished to both the Engineer and Contractor.

Slump: Slump tests shall be made by the Owner's testing laboratory in accordance with ASTM C-143 at intervals similar to test cylinders and as requested by the Engineer. Allowable slump shall be 2" minimum to 4" maximum.

Contractor: Deliver to the Engineer, at the time of concrete delivery, one of the delivery invoices stating cement content per yard and volume of concrete.

### CONCRETE MIXING, HANDLING AND PLACING

Ready-Mixed: Mixed at central plant or in mixing trucks. Mixed and delivered in accordance with ASTM Specifications for ready-mixed concrete (ASTM C-94). Deliver concrete with specified consistency and slump, and place immediately in final position.

Proportion: Proportion such that concrete will flow readily into corners, angles of forms and around reinforcement without excessive spading, puddling, segregation or collection of free water, will not produce harshness in working or honeycombing and will produce a smooth and sound surface throughout when forms are removed.

Handling: Convey concrete to place of disposition without separation of ingredients. Should separation inadvertently occur, re-mix concrete before placing. If concrete starts to set before placing, remove from site. Re-tempering will not be permitted.

Form Preparation: Remove debris and waste from forms. Wet wood forms thoroughly immediately prior to placing concrete.

Deposition Against Set Concrete: Roughen contact surfaces of set concrete, remove loose material and scrub surface with latex bonding agent immediately prior to depositing fresh concrete.

Vibration: Compact concrete with stinger type internal vibrator to remove air pockets and work concrete around reinforcement and embedded items and in all beams. Use vibrator with care to prevent separation of ingredients, displacement of forms, inserts, reinforcement and cast-in items. Vibrator shall not be used to move concrete.

Placement of Concrete: Place as nearly as practicable in final position. In general, place in horizontal layers of uniform thickness. Compact each layer uniformly before the next layer is placed. Do not allow concrete to drop freely more than 4 feet.

Stopping Work: When conditions are such that work must be stopped before completion of mass, leave concrete with clean, rough surface without cavities or loose stones.

Construction Joints: Allowable only as shown at expansion joints or on approval of the Engineer. Locate in planes of minimum shear as directed or indicated on the drawings.

Cold Joints: Deposit concrete so as to secure as nearly as possible a monolithic structure without joints except as detailed. Pour slabs and the beams which support them in one continuous operation.

Bulkheads: Construct solid and plumb with suitable keys for stopping concrete. Locate at right angles to planes of stress and at locations of minimum shear.

Slabs on Fill: Before placing concrete directly on fill, all water, sewer, drainage lines and other subsurface piping shall be completed, inspected and back filled. Sand fill shall be carefully compacted and at elevation required.

Inspection: Concrete shall not be placed until forms, reinforcing, piping and anchors intended to be placed within the concrete mass have been inspected and approved by the Engineer. Notify the Engineer at least 72 hours prior to anticipated date of pour. **Do not place any concrete prior to receiving approval by the Engineer.**

### CONCRETE FINISH WORK

Monolithic Slabs/Beams: Screed concrete off to elevations, slopes and levels shown. Smooth with a "float." Sprinkling of raw cement on surface **will not be permitted**. When concrete is reasonably firm, finish as hereinafter specified.

Uniformity of Surfaces. Any non-uniformity of surface will be cause for rejection. In this event, chip the surface 3/4 inch deep and apply a satisfactory finish topping at no expense to the Owner. Slab surface shall be level within 1/8 inch when measured along a 10 foot straight edge.

Labor: Insure that for conditions at the time, adequate experienced labor is on hand to place and finish concrete as specified.

Curing: After concrete has hardened sufficiently, immediately apply the specified curing compound with a hand sprayer at rate recommended by the chemical manufacturer. Other means of curing may be used only with approval of the Engineer.

## COLD WEATHER REQUIREMENTS

Obtain approval of the Engineer before placing concrete during freezing or near-freezing weather.

Provide adequate equipment for protecting concrete. Use no frozen materials such as materials containing ice. All materials and all reinforcement, forms, fillers and ground with which concrete is to come in contact shall be free of frost.

Placement of concrete will not be permitted when temperature is below 45 degrees F and falling or when freezing conditions may be expected with 24 hours.

## REMOVAL OF FORMS

Remove forms in a manner that will prevent damage to surfaces and breaking of corners on concrete work.

Leave forms in place a minimum of 24 hours after placing concrete.

After concrete has hardened sufficiently, remove void strips at expansion joints and seal as detailed and specified.

## PATCHING

Fill and finish all honeycombed surfaces with mortar composed of one part cement, two parts sand and a small amount of latex bonding agent.

Remove unsound material from areas requiring patching, moisten and coat with bonding agent then pack solid with mortar. Trowel flush with finished surfaces and wet cure for three days.

Honeycombed or blemished surfaces exposed to view shall be patched in defective areas and rubbed over the entire surface of the member with carborundum stone as necessary to provide uniform appearance.

## 0440 - MASONRY

### WORK INCLUDED

Furnish all labor, materials, and equipment required to install a concrete masonry wainscot veneer wall system (up to window sill height) **along the front wall only**, as noted in the specifications and drawings.

Wainscot veneer wall shall be constructed of **split faced** concrete masonry units, except for top course / band which shall be **smooth burnished block**. (Necessary for fit with fabricated metal cap flashing.)

### SUBMITTAL REQUIREMENTS

Submit for approval a sample of all materials proposed to be furnished.

### QUALITY ASSURANCE

The concrete masonry manufacturer shall have a minimum of five years experience manufacturing and grinding ground face CMU at their current facility.

Single-Source Responsibility: Obtain **split faced** and **burnished** concrete masonry units from one source and by a single manufacturer for each color required.

All split faced concrete masonry units shall be factory-split. Units not split in the factory will not be acceptable.

Split faced concrete masonry units shall specifically conform to paragraph 7.3.1 of ASTM C90 with regard to imperfections (chips and cracks).

### DELIVERY, STORAGE, AND HANDLING

Concrete masonry units shall be delivered to the job site banded on wood pallets with protective cardboard between layers of units.

Store concrete masonry units on elevated platforms, under waterproof cover, and in a dry location. If units become wet, do not install until they are in an air-dried condition.

Handle concrete masonry units with extreme care to avoid chipping and breakage.

### PROJECT CONDITIONS

Cold Weather Requirements: Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold weather construction requirements in ACI530.1/ASCE 6/TMS 602.

Hot Weather Requirements: When ambient temperature exceeds 100 deg F (38 deg C), or 90 deg F (32 deg C) with a wind velocity greater than 8 mph (13 km/h), do not spread mortar beds more than 48 inches (1200 mm) ahead of masonry. Set masonry units within one minute of spreading mortar.

### MATERIALS

The Split Faced and Burnished Concrete Masonry Units shall be manufactured by Featherlite Building Products Corporation, at the facility located in Round Rock or Dallas, Texas, or approved equal. Color shall be as selected "By Owner".

Split faced and burnished masonry units shall be made from natural and manufactured aggregates, cement, and



color. The manufacturer shall exercise extreme care in the manufacturing process to minimize variations in size, shape, texture, and particle color.

All split faced and burnished units shall have a factory applied sacrificial coating of clear, unpigmented, VOC-compliant acrylic sealer.

Provide special shapes for lintels, corners, jambs, sash, control joints, headers, bonding, and other special conditions. Provide bullnose/square-edged units for outside corners.

All split faced units and burnished units shall be manufactured with integral water repellent "Dry Block" as manufactured by W.R. Grace & Company.

Split faced units shall comply with ASTM 90 and as follows:

- Unit compressive strength: 1900 psi
- Weight classification: light/medium weight
- Type: Type I, moisture-controlled units
- Size: Nominal 16"W x 8" H x 4" thick. Manufactured to the actual/nominal dimensions requested within tolerances specified in ASTM C90, except bed depth dimension on single face units shall be 1/16" less than ASTM C90 and double-face units shall be 1/8" less.
- Finish: Exposed faces of split faced and burnished units shall match color, pattern, and texture of submittal selection.

Clean concrete masonry using Custom Masonry Cleaner as manufactured by ProSoCo, Inc. or approved equal.

Mortar and Grout:

- Portland Cement : ASTM C 150 type I or II
- Hydrated Lime: ASTM C 207 type S
- Pigmented Mortar: Colored cement or cement-lime formulation as required to produce the color selected by the Owner.
- Aggregate for Mortar: ASTM C 144; except for joints less than 1/4 inch thick, use aggregate graded with 100 percent passing the No. 16 sieve.
- Aggregate for Grout: ASTM C 404
- Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortar. Submit samples for Owner's approval.
- All exterior ground face units shall be laid using mortar with integral water repellent admixture "Dry-Block Admixture" at the rate recommended by W.R. Grace & Company.
- Concrete Masonry Sealer: Weather Seal GP by PROSOCO or approved equal.

Water : Potable

**Weep openings shall be screened** with weep screens or cell vent materials made for that purpose.

## INSTALLATION

Coordinate with concrete work to insure that starting/base course is laid with support beam at 1 1/2" below finish floor to allow for moisture to exit.

Cut masonry units with motor-driven saw, using diamond or abrasive blades. Install cut units with cut surfaces and, where possible, cut edges concealed.

Select ground face units from multiply pallets for blending.

Comply with tolerances in ACI 530.1/ASCE 6/TMS 602 and the following:

- For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb more than 1/4 inch in 20 feet, nor 1/2 inch maximum.

- For conspicuous horizontal lines, such as exposed lintels, sills, parapets, and reveals, do not vary from line more than 1/4 inch in 20 feet, nor 1/2 inch maximum.

Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement type joints, returns, and offsets. Avoid using less- than-half-size units, particularly at corners, jambs, and, where possible, at other locations.

Masonry wall ties shall be installed to insure proper masonry wall support in accordance with industry standards.

**Bond Pattern for Exposed Masonry:** Lay exposed masonry in a running bond pattern; do not use units with less than nominal 4 inch (100 mm) horizontal face dimensions at corners or jambs.

**Built-in Work:** As construction progresses, build in items specified under this and other Sections of the Specifications. Fill in solidly with masonry around built-in items.

Lay hollow masonry units with full mortar coverage on horizontal and vertical face shells. Bed webs in mortar in starting course on footings and in all courses of piers, columns, and pilasters, and where adjacent to cells or cavities to be filled with grout. For starting course on footings where cells are not grouted, spread out full mortar bed, including areas under cells.

Chip, abrade or drill dowels into existing concrete / porch and fill lower cells to insure CMU remains in place.

Lay solid brick-size masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

**Mortar joints shall be tooled and not raked.**

Provide weep openings by leaving lower portion of vertical joints open (void of mortar) at max. 48" O.C. along lower course. **Install weep screens/cell vent material in weep openings** to prevent entry of insects and vermin.

Cover wall each day after installation to keep open wall protected and dry.

### CLEANING

Care should be taken to keep the walls as clean as possible during construction.

Keep split faced units clean daily using brushes, burlap, etc.

**No high pressure spray (power wash) cleaning methods shall be used.**

### FIELD COAT APPLICATION

After final cleaning, wait until walls are dry and apply masonry water repellent protection as specified herein to all walls laid with split face concrete masonry units with one flood coat using an industrial pump sprayer.

## 610 - ROUGH CARPENTRY

### WORK INCLUDED

Furnish all labor, equipment, materials and services necessary to perform all carpentry work indicated on plans and/or described below. Work shall include the installation of horizontal lathing over sheathing to studs and other wood blocking as necessary for attachment of metal siding, trim, etc.

**Alt. 1** - Modify window openings if necessary to accommodate dimensions of new windows.

### DELIVERY, STORAGE, AND HANDLING

Protect lumber and keep under cover in transit and at job site.

Do not deliver material unduly long before it is required.

Store lumber on level racks and keep off ground to avoid warping. Stack to insure proper ventilation and drainage.

### MATERIALS

- Attachment lathing shall be **1" X 4"** dimension lumber.
- Lath closest to ground shall be CCA treated against rot.
- Provide miscellaneous lumber for support or attachment of other construction, including blocking, nailers, etc.
- For items of dimensional lumber size, provide **No. 2 grade** lumber with 15 percent maximum moisture content of any species.
- For blocking, nailers, etc. select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

#### Fasteners:

- Furnish fasteners of correct size and type that comply with requirements specified by manufacturer and/or material.
- Nails, brads, and staples shall comply with ASTM F 1667.
- Power-driven fasteners shall comply with NES NER-272.
- Wood Screws shall comply with ASME B18.6.1 and be of length suitable for the application.

### INSTALLATION

Prior to installing building sheathing, inspect exposed wood framing for rotted/deteriorated members, etc. Notify the Engineer as to extent of repairs and replace as necessary. Reimbursement will be as agreed upon, over and above the contracted amount.

Attach horizontal wood lathing over the sheathing around the building w/ each band/level at **maximum 48" on center**. Provide blocking, framing, and lathing required to support/attach metal siding panels and trim.

Attach wood lathing through sheathing to wall studs with **min. two fasteners per stud**. Mark studs to insure sound attachment.

Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction as needed for accurate fit and locate blocking, nailers, similar supports to comply with requirements for attaching other construction.

**Break butt/end joints of lathing at studs and provide extra blocking.**

Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber.

Securely anchor and/or fasten rough carpentry work to substrate in compliance with Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.

Use screws or common wire nails, unless otherwise noted. Make tight connections between members. **Install fasteners without splitting wood.**

## 620 - FINISH CARPENTRY

### WORK INCLUDED

**Alt. 1** - Reinstall and furnish new material as necessary for trimming out windows.

### MATERIALS

Materials shall be similar to existing.

Fasteners shall be acceptable industry standard.

### INSTALLATION

Insure that all materials are installed in a neat workmanlike manner.

### RELATED WORK

Re: Section 610 for rough carpentry.



## 0720 - THERMAL AND MOISTURE PROTECTION

### WORK INCLUDED

Furnish and install insulation sheathing board in conjunction with re-siding the building as noted in the drawings and specifications.

Confirm batt insulation in walls and advise Engineer of condition.

### MATERIALS

Sheathing board shall be 3/4" thick, 30 psi, Green Guard XPS Type 4 insulating board as manufactured by Kingspan Insulation or approved equal.

Peel and stick moisture seal tape, Green Guard Flashing or approved equal.

### APPLICATION

Installation of insulation sheathing board shall be done in strict accordance with the Manufacturer's recommendations.

Sheathing should extend down 1½" below top of floor slab.

Flash as necessary to insure weather proofing.

Seal/tape all seams and joints in accordance with manufacturer's recommendations in order to maintain a continuous vapor barrier.

**Install peel and stick tape around all windows and door frames to insure weatherproofing.**

## 790 - SEALANTS

### WORK INCLUDED

Caulk around penetrations through walls and/or roof, and seal any other small openings.

Caulking shall be suitable for the application.

### MATERIALS

Caulking: Pure silicone, GE or equal.  
One part urethane. Sonneborn type NP-1 or equal.

Sealer: Re. Section 440 Masonry.

### APPLICATION

Clean all surfaces to contact sealants before application.

Use caulk of type best suited for the application.

## 830 - DOORS AND FRAMES

### WORK INCLUDED

**Alt. 2** - Furnish labor, materials, and equipment necessary to remove and replace one (1) front door unit with commercial insulated hollow metal door including half glass, welded steel frame and related hardware.

Finish painting shall be By Owner.

### EXTERIOR H.M. DOORS

Pre-hung steel insulated door with steel frame configured for swing similar to existing.

Personnel doors shall meet the requirements of Commercial Standards PS-5-66 and CS242-62 as issued by the U.S. Department of Commerce.

Doors and door frames shall be constructed of cold rolled steel and prime painted at the factory.

Doors shall be 1 3/4" thick constructed of 18 gauge minimum steel.

Doors on conditioned space shall be stiffened and insulated by use of polyurethane foam core bonded to interior door surface.

Door shall have vision light in upper half, **glazed with 5/8" insulating glass.**

Exterior doors and frames shall be **pre-drilled/configured for commercial latch set and separate dead lock.** Location must meet requirements of TAS/ADA.

Thermal Break Metal Frames: Flush frames shall be formed of 16-ga. Cold-rolled steel **with thermal break.** Frames shall have 2" faces. Mitered corners shall be welded and ground for smooth fit and finish at junction of jambs and head. Frames shall be supplied with factory installed rubber bumpers, (3) per strike jamb and (2) per head for pair of doors. Frames shall have 8-ga. Steel hinge reinforcements. Strike reinforcements shall be 16-ga. And prepared for and ANSI-A115.1-2 strike. Metal plaster guards shall be provided for all mortised cutouts. Reinforcements for surface closer shall be 14-ga. Steel. Frames shall be furnished with a minimum of six wall anchors and two base anchors of manufacturer's standard design.

Hollow metal doors and steel frames shall be as manufactured by CECO or approved equal.

### INSTALLATION

Insure that adequate blocking is installed in wall framing for support.

Hardware required for accessible door passage shall be mounted no higher than 48" above finished floor in accordance with Texas Accessibility Standard/ TAS and ADA.

Each door leaf shall swing from three 4-1/2" X 4-1/2" galvanized steel interlocking template butt hinges. Hinge pins exposed to the exterior shall be fixed in place by pinning, set screws, or tack welding, for purposes of security.

All doors and door frames shall be constructed and installed in accordance with recommended practices to insure weather tightness.

### RELATED WORK

Re: Section 870 for Finish Hardware.

## 0850 - WINDOWS

### WORK INCLUDED

**Alt. 1** - Furnish labor, materials, and equipment necessary to remove and replace thirteen (13) existing windows for a turn key installation.

### MATERIALS

Windows shall be similar/close in size to existing. Contractor shall confirm sizes.

Replacement windows shall be single hung, **vinyl frame**, double pane w/ low-E coating, VantagePointe™ 6060 Single Hung by Simonton or approved equal.

Frames shall be fusion-welded.

Overlapping and interlocking meeting rail seals tightly to inhibit air and water infiltration.

Lift rail shall be molded into the sash for greater stability.

Sash shall operate smoothly.

Windows shall be fully weatherstripped.

Glazing shall be 3/4" thick double pane insulating unit with low-E coating.

Spacer system shall be designed to reduce transfer of heat and cold and flex with temperature fluctuations to maintain an effective seal

Latches shall secure the window.

**Provide screens.**

### INSTALLATION

Remove existing windows and install new windows.

Modify opening as necessary.

Fasten in new window per manufacturer's recommendations.

Seal all voids around windows with expanding foam or caulk and apply peel and stick tape to outside sheathing all around.

**Trim and finish out completely inside.**

### GUARANTEE

The following extended warranties covering labor and materials apply:

Three years plus an additional seven (7) year limited warranty from the manufacturer.

## 870 - FINISH HARDWARE

### WORK INCLUDED

**Alt. 2** - Furnish and install all hardware for swing doors. See related work.

### MATERIALS

Exterior Doors: Latch sets shall be grade 2, configured as keyed entry, with lever style trim, satin chrome finish. Dead locks shall be grade 2, keyed out side / thumb turn inside, with finish and keying to match latch set. As manufactured by Falcon, Schlage or approved equal.

Keyed cylindrical locks **shall have interchangeable cores** and pinned in 6 chambers.

Closers shall be Sargent 351 Series or equal.

Furnish doors opening to interior with H.D. wall mounted stops.

Exterior doors shall be weatherproof with full weatherstripping and bottom seal to threshold.

Thresholds at accessible doorways shall be TAS/ADA compatible, commercial grade aluminum thresholds max. ½" in height and beveled with a slope no greater than 1:2.

### INSTALLATION

Insure that adequate blocking is installed in wall framing for support and security.

Doors must open and close smoothly with no binding.

Adjust closers on interior doors for maximum five (5) pounds opening pull and exterior doors for maximum seven (7) pounds opening pull, in accordance with the Texas Accessibility Standard.

Thresholds shall be securely anchored to the foundation and **caulked for good seal along both edges**.

### GUARANTEE

The following extended warranties covering labor and materials apply:

Locksets - 3 years and Door Closers - 5 years

### RELATED WORK

Re: Section 830 for doors.

## 1300 - METAL SIDING

### WORK INCLUDED

Furnish all labor, materials, and equipment necessary for removal of the existing wood siding on exterior walls. Replace with pre-painted steel "R" panel siding and "M" panel soffit, with trim including special fabrication as necessary to cap CMU masonry veneer wainscot on concrete beam around a wood structure office building (approx. 1,535 sq ft conditioned) with gable style roof as outlined in these specifications.

Cover all exposed wood (not presently covered), including eaves, soffits, etc. with metal.

### SIDING

Siding shall be 26 gauge precision roll formed ribbed panels of pre-finished steel with coverage width of 36" and maximum allowable spacing of major ribs at 12" center to center, typical "R" panel configuration.

Soffit panels shall be 26 gauge precision roll formed ribbed panels of color coated galvanized steel with coverage width of 36" and maximum allowable spacing of major ribs at 6" center to center, typical "M" panel configuration. Provide continuous perforated soffit panels under eaves and gable overhang.

Galvanized steel panels shall conform to ASTM Specifications A-446, Grade C, D or E, latest revision and having a tensile strength of at least 40,000 psi.

Zinc coating shall conform to ASTM Specifications A-525, G-90, latest revision.

Siding panels shall be continuous from eave to bottom unless approved otherwise and attached to form a weather tight structure **with joints lapped away from predominate line of sight. Coordinate lap direction with Engineer.**

Bottom ends of wall panels shall be cut straight.

Provide pre-formed foam sealer (configured to match profile of steel siding) to seal behind along bottom of panels and any/all other voids.

Fasteners shall be manufacturer's standard fasteners of adequate length, designed and spaced to withstand design loads. Fasteners shall have a neoprene sealing washer and be galvanized, cadmium plated or stainless steel. In addition wall fasteners shall be color coated to match panels.

Flashing, trim, etc. shall be furnished along top of CMU veneer wainscot wall and at corners, eaves, windows, framed openings, and wherever necessary to provide weather tightness and a finished appearance.

Flashings and transitions shall be fabricated of metal similar to the wall panels and shall be furnished by the metal panel manufacturer unless approved otherwise.

**Provide trim/cap flashing fabricated to fit over masonry as detailed.**

Steel panels, trim, flashing, accessories, fasteners, screws, etc. and shall be **painted finish, standard color (as selected by Owner).**

Unless otherwise specified, the exposed surface of all galvanized steel flashing and trim, shall be color coated.

Surface preparation shall equal or exceed Government Specification MIL-C-490A, Type 1, Grade 1.

Interior surfaces shall be coated with a shop applied 0.5 mil thickness polyester color coat.



Exterior surfaces shall be color coated with shop applied covering having sufficient physical characteristics to provide resistance to failure through cracking, checking, crazing, spotting or loss of adhesion.

All exterior finishes shall have a **warranty period of at least 25 years**. Submit copy of manufacturer's warranty.

## ACCESSORIES

### INSTALLATION

Installation of the siding panels must be done by an experienced crew, suitable to the Engineer.

**Building trim shall be well fit and sealed.**

Coordinate with power provider to temporarily remove electrical meter can and disconnect box. Phone boxes shall be removed. Reinstall necessary boxes over new siding. **(Coordinate w/ Engineer).**

**Reroute cable wiring up inside wall.**

Remove any boxes/devices that are unnecessary as confirmed By Owner.

Ensure that any items scheduled to remain are securely attached/reattached.

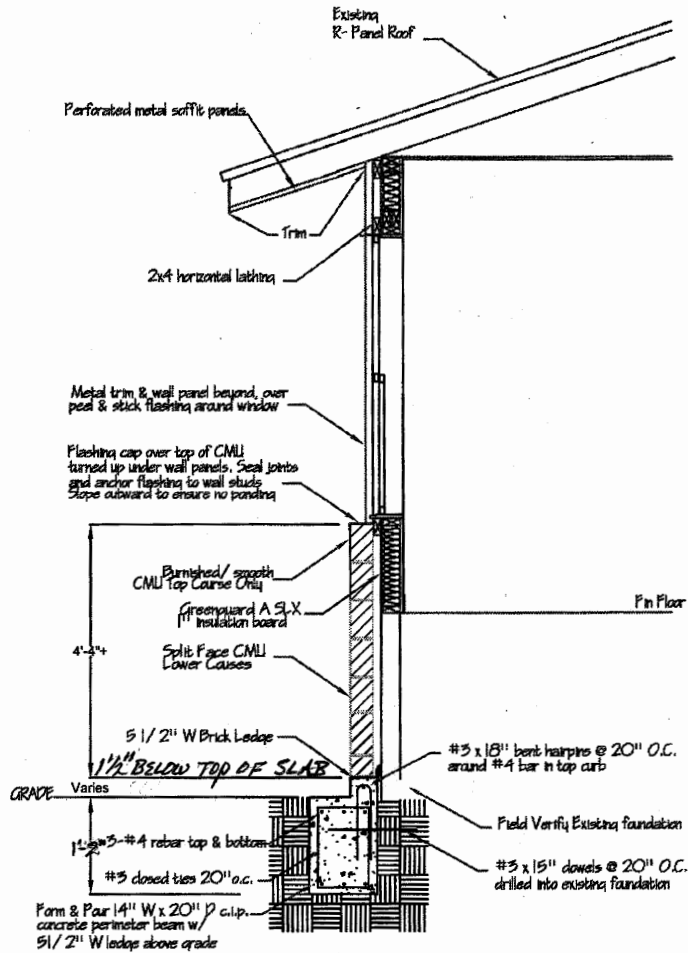
Installation resulting in deformed and/or damaged components or judged to be sloppy, inadequate or unsafe shall be cause for rejection by the Engineer. Affected areas must be corrected/replaced immediately.

**Ensure that all penetrations are properly made, flashed, and sealed.** Clean surfaces thoroughly, let dry, then caulk with silicone or other compatible sealant. Coordinate with other trades as necessary.

All panels shall be attached together at lap joints with stitch screws spaced in accordance with manufacturer's recommendations. **Maximum 18" o.c.**

Install screw fasteners uniformly spaced at **two per 12" increment along bottom edge.**

# **APPENDIX**



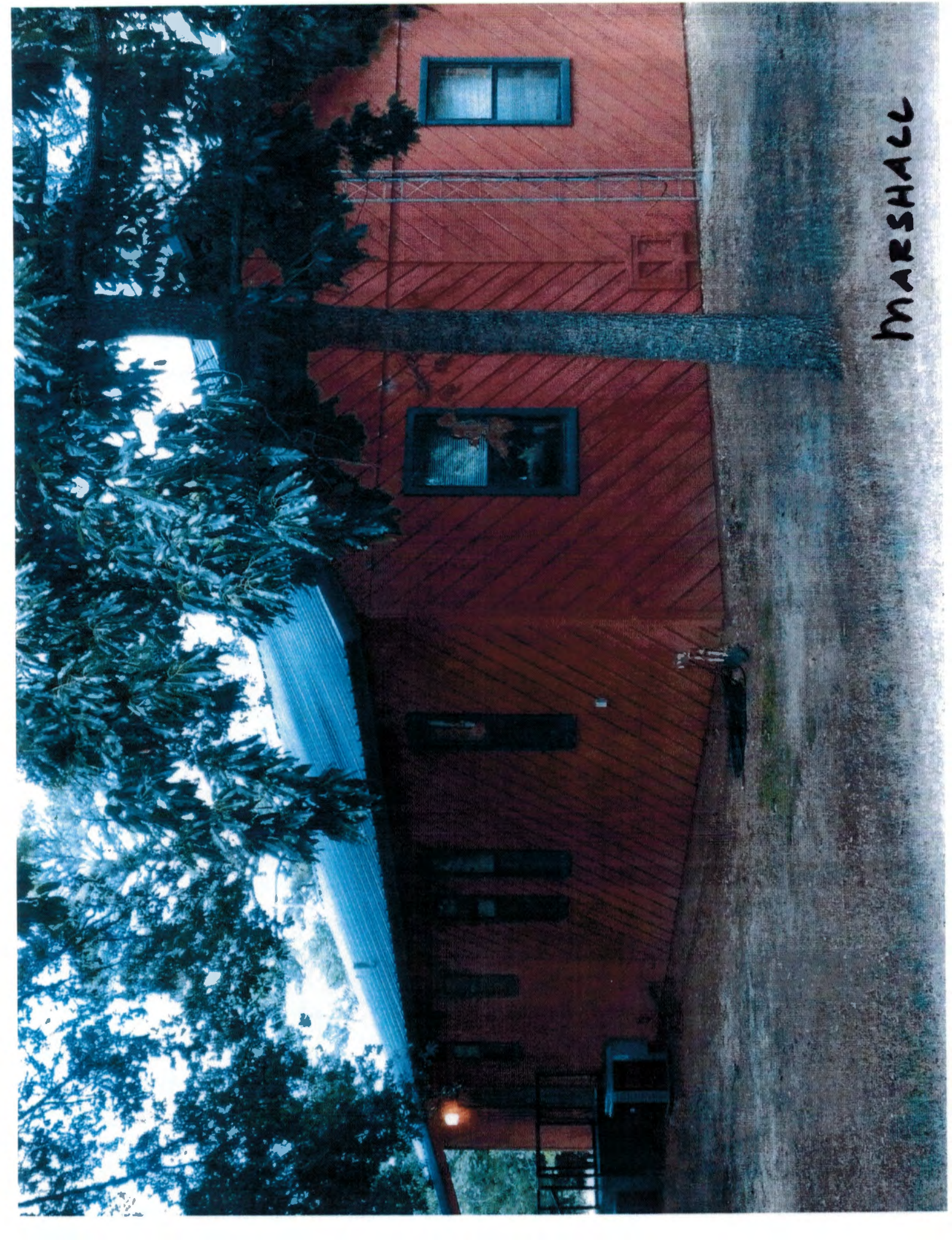
(A) SECTION @ PERIMETER BEAM & WAINSCOT WALL  
N.T.S.

Exterior Wall Renovations  
Texas A&M Forest Service  
Marshall, Texas Project 222104-16



MARSHALL

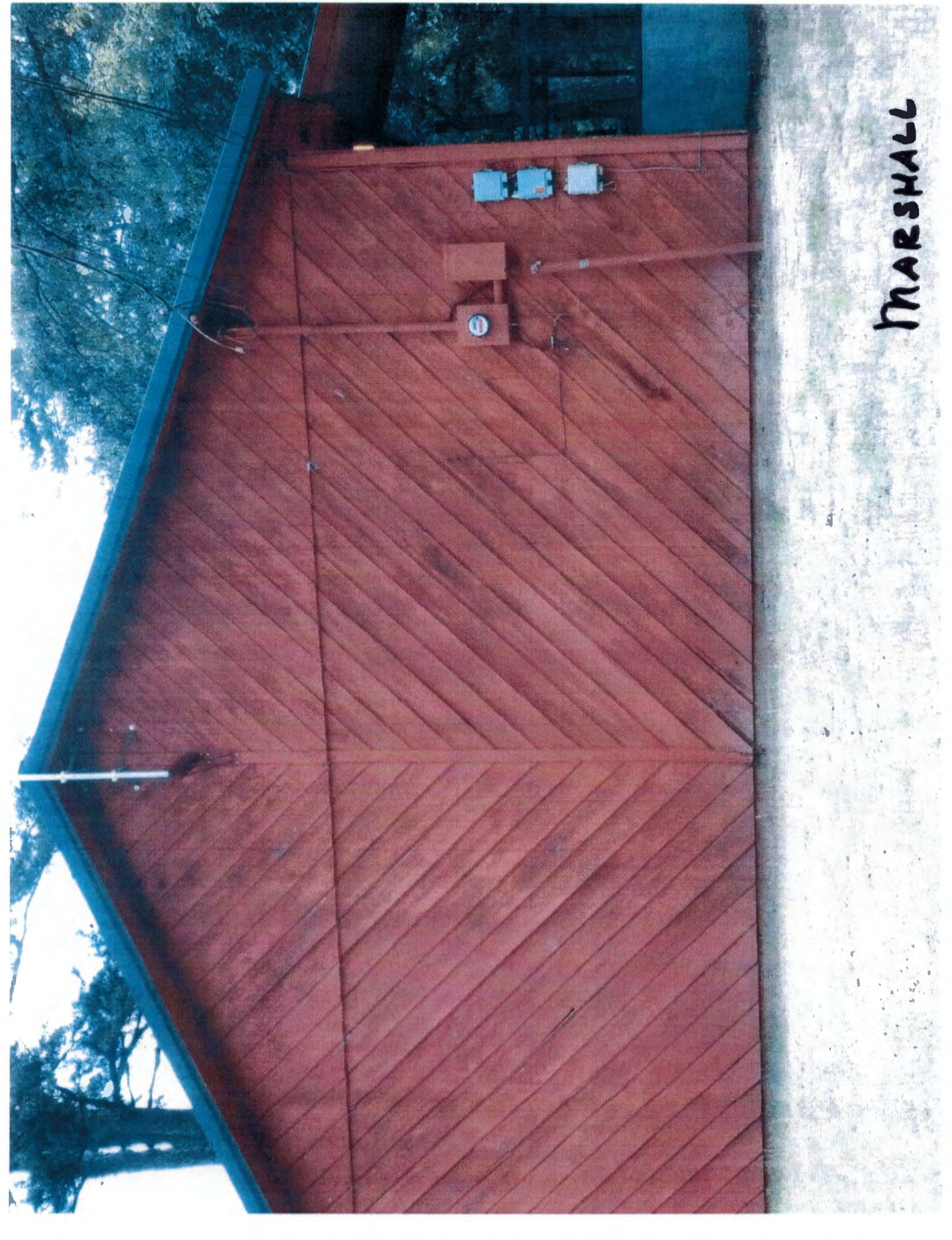




MARSHALL



MARSHALL





**PAYMENT BOND**

STATE OF TEXAS

COUNTY OF **HARRISON** KNOW ALL MEN BY THESE PRESENTS

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto the State of Texas in the penal sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally firmly by these presents.

The conditions of this obligation are such that, whereas the Principal entered into a certain contract (the "Contract"), which Contract is incorporated into this Payment Bond by this reference, with the State of Texas acting by and through the Board of Regents of The Texas A&M University System, as Oblige, dated \_\_\_\_\_ for the **Exterior Wall Renovations, Texas A&M Forest Service, Marshall, Texas** Project No. **222104-00016**

**NOW, THEREFORE**, if the Principal shall promptly make payments to all claimants, as defined in Chapter 2253, Texas Government Code, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This Bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the Work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Chapter 2253, Texas Government Code.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed under the Contract.

The Surety agrees to pay the State of Texas upon demand all loss and expense, including attorney's fees and court costs, incurred by the State of Texas by reason of or on account of any breach of this obligation by the Surety.

**IN WITNESS WHEREOF**, the Principal and Surety have duly signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_, Principal

(PRINCIPAL'S SEAL)  
if a corporation)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_, Surety

(SURETY'S SEAL)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Attorney-in-Fact