

**BRACKETT ISD  
VESTIBULE PROJECT  
High School &  
Elementary School**

**PROCUREMENT #2526002**

**Bid Date: July 18, 2025, 2:00 P.M.**

**Prepared for:  
Brackett ISD  
201 N Ann St  
Brackettville, Texas 78832**



**5250 Callaghan Rd  
San Antonio, Texas 78228  
210-490-4506  
F-4861**

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## **INSTRUCTIONS TO BID**

**Sealed bids must be addressed to, Brackett ISD**, for furnishing all the labor and materials and performing all work in accordance with the Plans and Specifications on file the office of GE REAVES ENGINEERING, 5250 Callaghan Rd, San Antonio, Texas 78228 in connection with the following project:

**BRACKETT ISD  
VESTIBULE PROJECT  
PROCUREMENT # 2526002**

Bids will be received at the office of the **Brackett Independent School District, 201 N Ann St, Brackettville, Texas 78832** before **2:00 p.m., July 18th, 2025**. Bids received after the time and date set for submissions above will not be accepted.

The bid must be submitted in original. The envelope containing any bid must be sealed and clearly labeled with the following:

**Brackett ISD  
Vestibule Project  
Contract  
Procurement #2526002**

**Bid due time 2:00 p.m. July 18th,  
2025 201 N. Ann St, Brackettville, Tx  
78832 If submitted by mail, address  
is  
PO Box 586, Brackettville Texas 78832**

Bid Package shall contain:

- Bid Form signed by Officer of Company
- W-9
- Bid Bond
- Copy of Commercial Insurance WITHOUT ENDORSEMENT
- Conflict of Interest Statement

**BIDS WILL BE PUBLICALLY OPENED ON JULY 18TH, 2025 AT 2.30 PM  
IN THE BOARD ROOM LOCATED AT  
201 N. ANN ST, BRACKETTVILLE TEXAS 78832**

Vestibules High School & Elementary Project  
Brackett ISD- 201 Ann St, Brackettville Texas  
Procurement Number 2526002

1. Background Checks: All employees of the Prime Contractor and any Subcontractors who will be assigned to work on-site or have access to school district property shall be required to undergo a criminal background check. Each individual must submit to the background check process using a valid government-issued personal identification card (e.g., driver's license or state ID). The Contractor shall ensure that no employee or subcontractor with a disqualifying criminal history, as defined by applicable state or federal law, is assigned to the project. Documentation of completed background checks shall be provided to the District upon request.

2. A cashier's check or bid bond, payable to the order of Brackett ISD, in an amount of not less than five percent (5%) of the total bid, must accompany each bid as a guarantee that if awarded the contract, the successful bidder will promptly enter into a contract and execute bonds on the standard forms provided, as outlined in the specifications and Contract Documents.

3. Brackett ISD reserves the right to reject any and all bids and waive any formalities.

4. The successful bidder will be required to execute the standard construction contract prepared and supplied by the engineer.

5. A Payment Bond in an amount of not less than one hundred (100) percent of the contract price, conditioned upon the faithful performance of the contract, and upon the payment of all persons supplying labor and furnishing materials, will also be required. Bonds should be made payable to the order of Brackettville ISD.

6. This is a proposed Brackett ISD Contract, and Texas Government Code Chapter 2258 requires that not less than the general prevailing wage rate for work of similar character in this locality must be paid for all laborers, workmen and mechanics employed in the construction thereof in accordance with the wage rates contained herein and the conditions as set forth in the General and Special Conditions.

7. Performance Bond: The Contractor shall furnish a Performance Bond in the full amount of the contract price if the total contract amount exceeds **One Hundred Thousand Dollars (\$100,000.00)**. The Performance Bond shall be executed by a surety company authorized to do business in the State of Texas and acceptable to the Owner. The bond shall guarantee the faithful performance of the contract and the fulfillment of all obligations therein. The bond must be submitted prior to the commencement of any work under this contract.

## 1. DEFINED TERMS

1.1 Terms used in these Instructions to Bidders which are defined in the Contract Documents (e.g., the contract form) have the meanings assigned to them therein. The term "Successful Bidder" means the lowest, qualified, responsible bidder to whom County, (hereinafter "Owner") (on the basis of Owner's evaluation as hereinafter provided) makes an award.

## 2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement of Invitation may be obtained from [igonzalez@gereaveseng.com](mailto:igonzalez@gereaveseng.com). Tel 210-490-4506.

2.2 Complete sets of the Bidding Documents shall be used in preparing bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining bids on work, and does not confer a license or grant for any other use.

### 3. QUALIFICATIONS OF BIDDERS

3.1 To demonstrate qualifications to perform the work, each bidder must be prepared to submit, within five (5) days of Owner's request, written evidence, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the project is located. Each bid must contain evidence of the bidder's qualification to do business in Texas, or a covenant to obtain such qualification prior to award of the contract.

### 4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 Before submitting a bid, each bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the work; (c) familiarize himself with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

4.2 Before submitting his bid, each bidder will, at his own expense, make such investigations and tests as the bidder may deem necessary to determine his bid for performance of the work in accordance with the time, price, and other terms and conditions of the Contract Documents.

4.3 The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement of this Article 4, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of this work.

### 5. INTERPRETATIONS

5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to Gustavo Gonzalez, P.E. [ggonzalez@gereaveseng.com](mailto:ggonzalez@gereaveseng.com) in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by July 16th COB as having received the Bidding Documents. Questions received less than two (2) days prior to the date for opening of bids will not be answered. Only questions answered by Formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### 6. BID SECURITY

6.1 Bid security shall be made payable to Owner in an amount of five percent (5%) of the bidder's maximum bid price, and in the form of a certified or bank check, or a bid bond issued by a surety authorized to do business in the state of Texas.

6.2 The bid security of the successful bidder will be retained until such bidder has executed the Agreement, whereupon it will be returned; if the successful bidder fails to execute and deliver the Agreement within fifteen (15) days of the Notice of Award, Owner may annul the Notice of Award and the bid security of the bidder will be forfeited. The bid security of any bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the thirty-first (31st) day after the bid opening. Bid security of other bidders will be returned within seven (7) days of the bid opening.

### 7. BID FORM

7.1 The Bid Form is attached hereto; additional copies may be obtained from the ENGINEER.

7.2 Bid Forms must be completed in ink or by a computer word processor. The signature must be in longhand. Any interlineations, alteration or erasure must be initialed by the signer of the Bid.

Vestibules High School & Elementary Project  
Brackett ISD- 201 Ann St, Brackettville Texas  
Procurement Number 2526002

The Bidder will make no stipulations on the Bid Form nor qualify its bid in any manner. In case of ambiguity, or lack of clearness in stating prices in the bid, the written amount will take precedent.

7.3 Bids by corporations, must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary, or an assistance secretary. The corporate address and state of incorporation shall be shown below the signature.

7.4 Bids by partnerships must be executed in the partnership name, and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature.

7.5 All names must be typed or printed below the signature.

7.6 The bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

7.7 The address and telephone numbers to which communications regarding the bid are to be directed must be shown

16. Bid packages may be requested at the office of GE Reaves Engineering, 5250 Callaghan Rd, San Antonio Texas, 78228 Isabella Gonzalez , [igonzalez@gereaveseng.com](mailto:igonzalez@gereaveseng.com) for a nonrefundable fee of \$ 10.00.

Notification of any addenda will be sent via email. The Bidder must acknowledge receipt of addendum notification(s) by replying to the email.

## **NOTICE TO ALL BIDDERS**

The Texas Workers' Compensation Commission (TWCC) has adopted Rule 110.110 effective with all bids advertised September 1, 1994 and this does affect Bidders on this project.

The TWCC has stated that it is aware that statutory requirements for workers' compensation insurance coverage are not being met. Rule 110.110 is designed to achieve compliance from both contractors and government entities. This affects both the BRACKETT ISD and Bidders on this project.

Providing false or misleading Certificates of Coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects the Bidders' subcontractors.

Please read carefully and prepare the bid in full compliance with TWCC Rule 110.110. Failure to provide the required Certificates upon submission of a bid could result in the Bidder's bid being declared non-responsive.

According to TWCC, this rule does not create any duty or burden on anyone which the law does not establish. Therefore, BRACKETT ISD should not experience any increase in cost because of the need to comply with the Texas Workers' Compensation laws.

See General Conditions Sections 10 and 11 for additional information regarding compliance with TWCC Rule 110.110.

**BID FORM -**

1.1 BID INFORMATION

A. Bidder: \_\_\_\_\_.

B. Project Name: Brackett ISD Vestibules High School and Elementary School

C. Project Location: 201 N. Ann St. Brackettville, Texas 78832

D. Owner: Brackett Independent School District

E. CERTIFICATIONS AND BASE BID

F. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Independent Design and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

G. Base Bid

1. High School Vestibule \_\_\_\_\_ \$ \_\_\_\_\_ Dollars

Written Amount \_\_\_\_\_

2, Elementary School \_\_\_\_\_ \$ \_\_\_\_\_ Dollars

Written Amount \_\_\_\_\_

Total Amount \_\_\_\_\_ \$ \_\_\_\_\_ Dollars

Written Amount \_\_\_\_\_

H. Unit Price

1. Additional cost for Security Film for areas that the Brackett ISD may request for other locations.

I. Written Amount \_\_\_\_\_ --

2. Additional cost linear feet for caulk bead sealant that Brackett ISD may request for other locations.

Written Amount \_\_\_\_\_

1.2 BID GUARANTEE

- A/ The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.3 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work within \_\_\_\_\_ calendar days.

1.4 ACKNOWLEDGMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated \_\_\_\_\_
2. Addendum No. 2, dated \_\_\_\_\_.
3. Addendum No. 3, dated \_\_\_\_\_.

**Brackett ISD Vestibules High school and Elementary School**

**1.5 CONTRACTOR'S LICENSE**

- A. The undersigned further states that it is a duly licensed contractor for the type of work proposed, in City of Brackettville, Texas and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

**1.6 SUBMISSION OF BID**

**R**

- A. Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 2024.
- B. Submitted By: \_\_\_\_\_ (Name of bidding firm or corporation).
- C. Authorized Signature: \_\_\_\_\_ (Handwritten signature).
- D. Signed By: \_\_\_\_\_ (Type or print name).
- E. Title: \_\_\_\_\_ (Owner/Partner/President/Vice President).
- F. By: \_\_\_\_\_ (Type or print name).
- G. Street Address: \_\_\_\_\_.
- H. City, State, Zip: \_\_\_\_\_.
- I. Phone: \_\_\_\_\_.

**END OF DOCUMENT**

**EJCDC  
SUGGESTED FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between BRACKETT ISD (Owner) and \_\_\_\_\_  
(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Installation of VESTIBULE IN HIGH SCHOOL AND ELEMENTARY SCHOOL.

**ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

VESTIBULE IN HIGH SCHOOL AND ELEMENTARY SCHOOL.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by GGE Consulting Engineers, Inc dba GE Reaves Engineering, (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

**4.01 Time of the Essence**

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

**4.02 Days to Achieve Substantial Completion and Final Payment**

A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 70 days after the date when the Contract Times commence to run.

**4.03 Liquidated Damages**

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner

if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$250.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$100.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

#### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and below:

A. For all Work a lump sum of \$

B. All specified cash allowances are included in the price(s) set forth above, and have been computed accordance with Paragraph 11.02 of the General Conditions.

#### ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments, Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30<sup>th</sup> day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. Ninety percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

2 Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 90 percent of Engineer's estimate of the value of

Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### 6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

#### ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

#### ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

A. The Contract Documents consist of the following:

- 1 This Agreement
- 2 Performance Bond
- 3 General Conditions
- 4 Supplementary Conditions
- 5 Specifications listed in the table of contents of the Project Manual
- 6 Drawings consisting of sheets with each sheet bearing the general title: BRACKETTE ISD
- 7 OMMITED
- 8 Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid
  - b. Contract Price Breakdown with Negotiated Deducts and Additions
  - c. Documentation submitted by Contractor prior to Notice of Award
- 9 Sales Tax Exemption Certificate.
- 10 The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed
  - b. Work Change Directives
  - c. Change Orders

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

A. Owner and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 Other Provisions – N/A

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the contract documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

BRACKETT ISD

By: EILZA DIAZ

Title: SUPERINTENDENT

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Title:

\_\_\_\_\_ Address for giving notices:

201 N Ann St

Brackettville, Texas 78832

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

CONTRACTOR:

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

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

[CORPORATE SEAL]

Attest

:

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

Address for giving notices:

-

License No.:

\_\_\_\_\_  
(Where applicable)

Agent for service or  
process:

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

## OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

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

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-			-			
or										
Employer identification number										
				-						

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## SUPPLEMENTARY CONDITIONS

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## INTRODUCTION

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

### **SC-1.02**      *Copies of Documents*

Delete Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner shall furnish to Contractor up to 1 printed or hard copies of the Drawings and Project Manual and one set in electronic format. Additional copies will be furnished upon request at the cost of reproduction.

### **SC-4.06**      *Hazardous Environmental Conditions*

Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to the Owner.
- B. Not Used.

### **SC-5.04**      *Contractor's Liability Insurance*

Add the following new paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
  - 1. Workers' Compensation:
    - b. State: Statutory Applicable      Statutory
    - Federal:      Statutory
    - c. Employer's Liability:
  - 2. Comprehensive General Liability
    - a. Bodily Injury: including complete operations and product liability      \$ 1,000,000      each occurrence
    - b. Property Damage      \$ 1,000,000      each occurrence
    - \$ 2,000,000      annual aggregate
    - c. Property Damage liability      \$ 1,000,000      each occurrence
    - insurance will provide explosion,      \$ 2,000,000      annual aggregate
    - collapse, and underground coverages, where applicable
    - d. Personal Injury      \$ 2,000,000      annual aggregate

### **3. Comprehensive Automobile Liability**

- |   |                              |                  |
|---|------------------------------|------------------|
| a. Bodily Injury                                    | \$ 500,000                   | each occurrence  |
| b. Property Damage or a combined<br>single limit of | \$ 1,000,000<br>\$ 2,000,000 | each occurrence  |
| 4. Contractual Liability                            |                              |                  |
| a. Bodily Injury                                    | \$ 500,000                   | per person       |
|   | \$ 1,000,000                 | each occurrence  |
| b. Property Damage                                  | \$ 2,000,000                 | annual aggregate |

#### SC-5.06 Contractor's Liability Insurance

Delete Paragraph 5.06.A in its entirety and insert the following in its place:

- A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, Architect, and *[here identify by name (not genre) any other individuals or entities to be listed as loss payees]* and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;
2. Be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by these Supplementary Conditions.
3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

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over materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

4. allow for partial utilization of the Work by Owner.
  5. include testing and startup.
  6. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and
  7. comply with the requirements of Paragraph 5.06.C of the General Conditions.
  8. Delete Paragraph 5.06.B and replace with the following:
- B. Contractor shall purchase and maintain insurance required by Laws and Regulations, which insurance will include the interest of Owner, Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

**SC-6.06**      *Concerning Subcontractors, Suppliers, and Others*

Add a new paragraph immediately after Paragraph 6.06.G:

- H. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

**SC-6.10**      *Taxes*

Add a new paragraph immediately after Paragraph 6.10.A:

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Texas and of cities and counties thereof on all materials to be incorporated into the Work.
  - 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
  - 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

**SC-6.17**      *Shop Drawings and Samples*

Add the following new paragraphs immediately after Paragraph 6.17.E:

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than one. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.
- G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.

# **EXHIBIT 1**

## **PREVAILING WAGE RATES**

General Decision Number: TX20250007 01/03/2025

Superseded General Decision Number: TX20240007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number    Publication Date

0            01/03/2025

SUTX2011-006 08/03/2011

Rates            Fringes

CEMENT MASON/CONCRETE

FINISHER (Paving and Structures)..... \$ 12.56 \*\*

ELECTRICIAN.....\$ 26.35

FORM BUILDER/FORM SETTER

Paving & Curb.....\$ 12.94 \*\*

Structures.....\$ 12.87 \*\*

LABORER

Asphalt Raker.....\$ 12.12 \*\*

Flagger.....\$ 9.45 \*\*

Laborer, Common.....\$ 10.50 \*\*

Laborer, Utility.....\$ 12.27 \*\*

Pipelayer.....\$ 12.79 \*\*

Work Zone Barricade Servicer.....\$ 11.85 \*\*

PAINTER (Structures).....\$ 18.34

POWER EQUIPMENT OPERATOR:

Agricultural Tractor.....\$ 12.69 \*\*

Asphalt Distributor.....\$ 15.55 \*\*

Asphalt Paving Machine.....\$ 14.36 \*\*

Boom Truck.....\$ 18.36  
 Broom or Sweeper.....\$ 11.04 \*\*  
 Concrete Pavement Finishing Machine.....\$ 15.48 \*\*  
 Crane, Hydraulic 80 tons or less.....\$ 18.36  
 Crane, Lattice Boom 80 tons or less.....\$ 15.87 \*\*  
 Crane, Lattice Boom over 80 tons.....\$ 19.38  
 Crawler Tractor.....\$ 15.67 \*\*  
 Directional     Drilling  
 Locator.....\$ 11.67 \*\*  
 Directional     Drilling     Operator.  
 .....\$ 17.24 \*\*  
 Excavator 50,000 lbs or Less.....\$ 12.88 \*\*  
 Excavator over 50,000 lbs. \$ 17.71 \*\*  
 Foundation Drill, Truck  
 Mounted.....\$ 16.93 \*\*  
 Front End Loader, 3 CY or Less.....\$ 13.04 \*\*  
 Front End Loader, Over 3 CY.\$ 13.21 \*\*  
 Loader/Backhoe.....\$ 14.12 \*\*  
 Mechanic.....\$ 17.10 \*\*  
 Milling Machine.....\$ 14.18 \*\*  
 Motor Grader, Fine Grade....\$ 18.51  
 Motor Grader, Rough.....\$ 14.63 \*\*  
 Pavement Marking Machine....\$ 19.17  
 Reclaimer/Pulverizer.....\$ 12.88 \*\*  
 Roller, Asphalt.....\$ 12.78 \*\*  
 Roller, Other.....\$ 10.50 \*\*  
 Scraper.....\$ 12.27 \*\*  
 Spreader Box. ....\$ 14.04 \*\*

Trenching Machine, Heavy....\$ 18.48

Servicer.....\$ 14.51 \*\*

Steel          Worker Reinforcing.  
.....\$ 14.00 \*\*  
Structural.....\$ 19.29

#### TRAFFIC SIGNALIZATION:

Traffic Signal Installation

Traffic Signal/Light Pole

Worker.....\$ 16.00 \*\*

#### TRUCK DRIVER

Lowboy-Float.....\$ 15.66 \*\*

Off Road Hauler.....\$ 11.88 \*\*

Single Axle.....\$ 11.79 \*\*

Single or Tandem Axle Dump

Truck.....\$ 11.68 \*\*

Tandem Axle Tractor w/Semi

Trailer.....\$ 12.81 \*\*

WELDER.....\$ 15.97 \*\*

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (iii)).

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than

""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

“SU” wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the “SA” identifier took effect under state law in the state from which the rates were adopted.

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### WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

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

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

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

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

=====  
END OF GENERAL DECISION

## **SECTION - SUMMARY**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

**A. Section Includes:**

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and Drawing conventions.

#### **1.2 PROJECT INFORMATION**

**A. Project Identification: Brackett ISD High School and Elementary Schoo; Vestibule Project**

1. Project Location: 201 N. Ann St. Brackettville, Texas 78832

**B. Owner: Brackett ISD Mrs. Eliza Diaz, Superintendent**

1. Owner's Representative: Javier Solis Director of Facilities

**Brackett ISD Vestibules High School and Elementary School**

- C. Engineer/Architect: GRE Engineering 5250 Callaghan Rd. San Antonio, Texas 78228

Gustavo Gonzalez P.E.

- D. Gonzales Architecture, 4514 Buckmoor St., San Antonio, Texas 78217  
Joseph E. Gonzales AIA

**1.3 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Project consist of construction of two vestibules. One at the High School and the Elementary school. Work indicated in the Contract Documents..

- B. Type of Contract:

1. Project will be constructed under a single prime contract.

**1.4 HASED CONSTRUCTION**

- A. The Work shall be conducted in a single phase.

**1.5 ACCESS TO SITE**

General: Contractor shall have use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

**1.6 WORK RESTRICTIONS**

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7 a.m. a.m. to 5 p.m., Monday through Friday, unless otherwise indicated.
- C. Restricted Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

**1.7 SPECIFICATION AND DRAWING CONVENTIONS**

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

**Brackett ISD Vestibules High School and Elementary School**

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION**

SUMMARY

## SECTION - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

- B. Related Requirements:

1. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
2. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at final completion.

1.3 CLOSEOUT SUBMITTALS

R

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect Label with manufacturer's name and model number.
  - 5. Submit testing, adjusting, and balancing records.
  - 6. Submit sustainable design submittals not previously submitted.
  - 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- B. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Advise Owner of pending insurance changeover requirements.
  - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 3. Complete startup and testing of systems and equipment.
  - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
  - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
  - 6. Advise Owner of changeover in utility services.

7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements.
10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- C. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

#### 1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report.

- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

#### 1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding to interior.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Submit list of incomplete items in the following format:
  - a. MS Excel electronic file. Architect will return annotated file.
  - b. PDF electronic file. Architect will return annotated file.
  - c. Web-based project software upload. Utilize software feature for creating and updating list of incomplete items (punch list).
  - d. Three paper copies. Architect will return two copies.

#### **1.7 SUBMITTAL OF PROJECT WARRANTIES**

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
  1. Submit on digital media acceptable to Architect by email to Architect.
- D. Warranties in Paper Form:
  1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.



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- g. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- h. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- i. Leave Project clean and ready for occupancy.

- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.
- D. Construction Waste Disposal: Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

**3.2 REPAIR OF THE WORK**

- A. Complete repair and restoration operations, before requesting inspection for determination of Substantial Completion.
- B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

**END OF SECTION**

**SECTION SECURITY GLAZING FILM**

**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- A. Security Glazing film applied to new and existing glazing assemblies.
- B. Locations: As identified in the Contract Documents.

**1.2 RELATED SECTIONS**

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

**1.3 REFERENCED STANDARDS**

- A. American National Standards Institute (ANSI)
  - 1. ANSI Z97.1 - American National Standard for Safety Glazing Materials Used in Buildings, Safety Performance Specifications and Methods of Test; current version.
- B. American Society for Testing and Materials (ASTM)
  - 1. ASTM D882 – Standard Test Method for Tensile Properties of Thin Plastic Sheeting, current version.
  - 2. ASTM D1003 – Standard Test Method for Haze and Luminous Transmittance of Transparent Plastics, current version.
  - 3. ASTM D2244 – Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates, current version.
  - 4. ASTM E84 – Standard Test Method for Surface Burning Characteristics of Building Materials; current version.
  - 5. ASTM F3561 - Standard Test Method for Forced-Entry-Resistance of Fenestration Systems After Simulated Active Shooter Attack.
- C. Code of Federal Regulations
  - 1. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials; Consumer Products Safety Commission; current edition.
- D. FILTI Testing and Development
  - 1. FTD SA – FILTI Shooter Attack Certification Testing, FILTI Testing and Development Shooter Attack Certification.
- E. Florida Building Code (Miami-Dade County) for Hurricane Resistance
  - 1. TAS 201 – Impact Test Procedures
  - 2. TAS 202 – Criteria for Testing Impact & Non-Impact Resistant Building Envelope Components Using Uniform Static Air Pressure
  - 3. TAS 203 – Criteria for Testing Products Subject to Cyclic Wind Pressure Loading

**1.4 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Glazing film manufacturer specializing in manufacture of security glazing films with minimum 5 years' experience manufacturing products meeting specified

requirements.

- B. Installer Qualifications: Direct employees of film manufacturer or manufacturer-approved installers trained in all aspects of film installation.
- C. Field Mockup: Apply security glazing film in location(s) as directed to verify installation requirements and to demonstrate application effects and qualities of materials and execution.
  - 1. Obtain approval of field samples before continuing with remainder of installation.
  - 2. Maintain mockup during duration of installation in an undisturbed condition as a standard for judging the completed Work.
  - 3. Approved field mockup may become part of the completed Work.
  - 4. The facilities have existing film on the windows and doors yja trewuired the caulking bead to be applied. Field measurement will be necessary to verify the linear footage to be installed on the existing windows and doors.
- D. Film application and performance verification:
  - 1. In addition to only proceeding with reviewed and approved submittals, the awarded contractor/ installer shall certify that the security film installed meets the performance requirements identified within the Contract Documents.
  - 2. Post installation film verification may include the random choosing and removal of up to three pieces of glass with applied film to be tested to verify that film installed meets specification and performance requirements as indicated. Film may need to be removed as part of the verification process.
  - 3. All installed film locations shall be subject to inspection of structural sealant to verify full bite on frames has been achieved.

## **1.5 SUBMITTALS**

- A. Submit under provisions of Division 01.
- B. Test Reports: Detailed reports of full-scale chamber tests to specified criteria, using assemblies commensurate with those required for this project.
- C. Product Data: Manufacturer's data sheets on product to be used, including:
  - 1. Record of product certification for safety requirements.
  - 2. Preparation instructions and recommendations.
  - 3. Storage and handling requirements and recommendations.
  - 4. Installation methods.
- D. Samples: For each film product to be used, minimum size 4-inches by 6-inches, representing actual product, color, and patterns.
- E. Manufacturer Guidelines
  - 1. Completed work inspection procedure and guidelines
  - 2. Post-Installation Agreement
    - a. Curing time and expectations
    - b. Cleaning guidelines
    - c. Other manufacturer specific information

F. Specimen Warranty.

**1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Store products as directed in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of authorities having jurisdiction.

**1.7 FIELD CONDITIONS**

- A. Coordinate installation timeline with General Contractor's and/or Owner's schedule and potential other adjacent work that may create or cause adverse installation conditions.
- B. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside the manufacturer's absolute limits.

**1.8 WARRANTY**

- A. Provide 15 Year manufacturers replacement warranty to cover film against peeling, cracking, discoloration, and deterioration.

**PART 2 - PRODUCTS**

**2.1 MANUFACTURERS**

- A. Acceptable Manufacturer: Armoured One, LLC., 386 North Midler Ave. Syracuse, NY 13206.  
Tel: 315-720-4186; Email: [info@armouredone.com](mailto:info@armouredone.com); Web: [www.armouredone.com](http://www.armouredone.com).
  - 1. Basis of design: Armoured One 23mil Shooter Attack Security Film.
- B. Substitutions: Must provide demonstrated equality to the specified basis of design product and performance requirements.

**2.2 SECURITY GLAZING FILM MATERIALS**

- A. Security Glazing Film
  - 1. Single thickness 23 mil (0.023 inch) thick, clear, UV stable, optically transparent, adhesive backed polyester film for permanent bonding to glass.
    - a. Installing multiple layers of thinner film to accomplish the required thickness is not acceptable nor considered equal to the basis of design.
  - 2. Adhesive Type: Pressure sensitive as recommended by glazing film manufacturer.
  - 3. Performance Requirements:
    - a. ASTM F3561 - Standard Test Method for Forced-Entry-Resistance of Fenestration Systems After Simulated Active Shooter Attack, Resistance Level 1 (tested on 1/4-inch tempered glass.).
      - 1) Specimen sample shall be evaluated per the requirements of the ASTM F3561 Appendix for Glazing Only Weakening Testing – Non-System Test, as this method is not a systems test and therefore not a certified assembly.
    - b. FTD SA – Standard for Shooter Attack certification, Class 1 (tested on 1/4-inch tempered glass).
    - c. Tensile Strength: ASTM D-882, 35,000 psi minimum.

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- d. Breaking Strength: ASTM D-882, 640 lbs. / inch.
- e. Elongation at Break: ASTM D-882, 230%
- f. Haze: ASTM D1003, <4%
- g. Color b: ASTM D2244, 4.2
- h. Surface Burning Characteristics: Flame spread index of 25, maximum, and smoke developed index of 450, maximum, as tested in accordance with ASTM E84 (Class A).

### **2.3 SUPPLEMENTAL MATERIALS**

- A. Structural Sealant: Per manufacturer's recommendations for the installation application.
  - 1. Acceptable product: DOW Corning DOWSIL795 Silicone Building Sealant, DOWSIL 995 Structural Silicone Sealant, or glazing film manufacturer approved equal.
- B. Provide supplemental anchoring system components as required.
- C. Cleaners, Primers, and Sealers: Types recommended by glazing film manufacturer.

### **2.4 FIRE RATED SECURITY GLAZING**

- A. Fire-rated laminated glass panes can be fabricated to fire-rating resistance ratings of 20-, 45-, 60-, and 90-minute protection as required utilizing security glazing film applied in factory under controlled conditions.
  - 1. Consult with manufacturer if higher rating resistance is required.
- B. Security glazing film may be field applied to existing fire-rated glazing assemblies maintaining the existing fire-resistance protection rating.

## **PART 3 - EXECUTION**

### **3.1 GENERAL**

- A. At existing glazed openings, retrofit glazing assemblies to provide impact resistance and forced/ attack resistance complying with FTD-SA-C1, ANSI Z97.1 and CPSC 16 CFR 1201 Category II.

### **3.2 EXAMINATION**

- A. Field-Applied Film: Verify that existing conditions are adequate for proper application and performance of film.
- B. Examine glass and frames, ensure that existing conditions are adequate for proper application and performance of film.
- C. Verify glass is not cracked, chipped, broken, or damaged.
- D. Verify that frames are securely anchored and free of defects.

### **3.3 PREPARATION**

- A. Clean glass of dust, dirt, paint, oil, grease, mildew, mold, and other contaminants that would inhibit adhesion.
- B. Blade the inside surface of window glass to ensure removal of foreign contaminants.
- C. Immediately prior to applying film, thoroughly wash glass with neutral cleaning solution.
- D. Protect adjacent surfaces.

- E. Do not begin installation until substrates have been properly prepared.

**3.4 INSTALLATION**

- A. Install in accordance with manufacturer's instructions as required to achieve specified performance.
- B. Seams. Seam film only as required to accommodate material sizes, seam without overlaps. Seam orientation to be identified and coordinated during shop drawing review and verified in field prior to installation.
- C. Apply bead of structural sealant overlapping 3/8-inch to 1/2-inch of the exposed edge of film and overlapping equally onto the glazing system frame. Allow to cure before cleaning.
- D. Clean glass and excess structural sealants from finished surfaces.
- E. Remove any labels or protective covers. Do not encapsulate anything under the film.

**3.5 POST INSTALLATION VERIFICATION**

- A. Awarded contractor will be required to verify that film installed meets the requirements highlighted in this bid. By submitting a bid, contractor understands that three pieces of glass, chosen at random will be removed and film applied will be measured to verify that film installed meets specifications as requested. Film may need to be removed as part of the verification process.

**3.6 PROTECTION**

- A. Protect installed products until completion and final acceptance of project.
- B. Repair or replace damaged products before Substantial Completion.
  - 1. Bubbles and haziness during the curing period is not considered grounds for replacement.

**3.7 CURING**

- A. After installation, small bubbles or a hazy appearance may appear due to trapped moisture between the film and the glass. These imperfections typically disappear as the film cures, a process that can take anywhere from a few days to several weeks, depending on temperature, humidity, other environmental conditions.
- B. Allow the film to cure undisturbed for a smooth, clear finish.
- C. Allow film to cure for up to six weeks prior to initiating an inspection review of bubbles or haziness.
- D. If after 6 months of curing, bubbles and haziness persist, replace film.

**END OF SECTION**

## **SECTION - ALUMINUM-FRAMED, STOREFRONTS DOORS AND WINDOWS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Exterior storefront framing.
  - 2. Storefront framing for punched openings.
  - 3. Exterior manual-swing entrance doors and door-frame units.

#### **1.2 PREINSTALLATION MEETINGS**

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

#### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Shop Drawings: Include plans, elevations, sections, full-size details, and attachments to other work.
  - 1. Show connection to and continuity with adjacent thermal, weather, air, and vapor barriers.
- C. Samples: For each exposed finish required.
- D. Entrance Door Hardware Schedule: Prepared by or under supervision of supplier, detailing fabrication and assembly of entrance door hardware, as well as procedures and diagrams.
- E. Delegated-Design Submittal: For aluminum-framed entrances and storefronts indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

#### **1.4 INFORMATIONAL SUBMITTALS**

- A. Energy Performance Certificates: NFRC-certified energy performance values from manufacturer.
- B. Product test reports.
- C. Field quality-control reports.
- D. Sample warranties.

**1.5 CLOSEOUT SUBMITTALS**

- A. Maintenance data.

**1.6 QUALITY ASSURANCE**

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. Testing Agency Qualifications: Qualified according to ASTM E 699 for testing indicated.
- C. Product Options: Information on Drawings and in Specifications establishes requirements for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.
  - 1. Do not change intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If changes are proposed, submit comprehensive explanatory data to Architect for review.

**1.7 WARRANTY**

- A. Special Warranty: Manufacturer agrees to repair or replace components of aluminum-framed entrances and storefronts that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.
- B. Special Finish Warranty: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Warranty Period: 10 years from date of Substantial Completion.

**PART 2 - PRODUCTS**

**2.1 PERFORMANCE REQUIREMENTS**

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design aluminum-framed entrances and storefronts.
- B. General Performance: Comply with specified performance requirements, as determined by testing of aluminum-framed entrances and storefronts representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.
  - 1. Aluminum-framed entrances and storefronts shall withstand movements of supporting structure including, but not limited to, story drift, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
  - 2. Failure also includes the following:
    - a. Thermal stresses transferring to building structure.
    - b. Glass breakage.

- c. Noise or vibration created by wind and thermal and structural movements.
  - d. Loosening or weakening of fasteners, attachments, and other components.
  - e. Failure of operating units.
- C. Structural Loads:
  - 1. Wind Loads: As indicated on Drawings.
- D. Deflection of Framing Members: At design wind pressure, as follows: 120 MPH.
  - 1. Deflection Normal to Wall Plane: Limited to edge of glass in a direction perpendicular to glass plane not exceeding 1/175 of the glass edge length for each individual glazing lite or an amount that restricts edge deflection of individual glazing lites to 3/4 inch, whichever is less.
  - 2. Deflection Parallel to Glazing Plane: Limited to 1/360 of clear span or 1/8 inch, whichever is smaller.
    - a. Operable Units: Provide a minimum 1/16-inch clearance between framing members and operable units.
- E. Structural: Test according to ASTM E 330 as follows:
  - 1. When tested at positive and negative wind-load design pressures, assemblies do not evidence deflection exceeding specified limits.
  - 2. When tested at 150 percent of positive and negative wind-load design pressures, assemblies, including anchorage, do not evidence material failures, structural distress, or permanent deformation of main framing members exceeding 0.2 percent of span.
  - 3. Test Durations: As required by design wind velocity, but not less than 10 seconds.
- F. Air Infiltration: Test according to ASTM E 283 for infiltration as follows:
  - 1. Fixed Framing and Glass Area:
    - a. Maximum air leakage of 0.06 cfm/sq. ft. at a static-air-pressure differential of 1.57 lbf/sq. ft..
  - 2. Entrance Doors:
    - a. Pair of Doors: Maximum air leakage of 1.0 cfm/sq. ft. at a static-air-pressure differential of 1.57 lbf/sq. ft.
- G. Energy Performance: Certify and label energy performance according to NFRC as follows:
  - 1. Thermal Transmittance (U-factor): Fixed glazing and framing areas shall have U-factor of not more than 0.45 Btu/sq. ft. x h x deg F as determined according to NFRC 100.
  - 2. Solar Heat Gain Coefficient: Fixed glazing and framing areas shall have a solar heat gain coefficient of no greater than 0.35 as determined according to NFRC 200.
  - 3. Condensation Resistance: Fixed glazing and framing areas shall have an NFRC-certified condensation resistance rating of no less than 25 as determined according to NFRC 500.
- H. Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes:
  - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

## 2.2 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:
  - 1. Kawneer North America; an Alcoa company

2. Vista wall Architectural Products; The Vistawall Group; a Bluescope Steel company

## 2.3 FRAMING

- A. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.
  1. Construction: Thermally broken.
  2. Glazing System: Retained mechanically with gaskets on four sides.
  3. Glazing Plane: Center.
  4. Finish: Dark Bronze anodic finish.
  5. Fabrication Method: Field-fabricated stick system.
- B. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.
- C. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- D. Materials:
  1. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
    - a. Sheet and Plate: ASTM B 209.
    - b. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221.
    - c. Extruded Structural Pipe and Tubes: ASTM B 429/B 429M.
    - d. Structural Profiles: ASTM B 308/B 308M.

## 2.4 ENTRANCE DOOR SYSTEMS

- A. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing operation.
  1. Door Construction: 1-3/4-inch overall thickness, with minimum 0.125-inch- thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated, and fillet welded or that incorporate concealed tie rods.
    - a. Thermal Construction: High-performance plastic connectors separate aluminum members exposed to the exterior from members exposed to the interior.
  2. Door Design: Wide stile; 5-inch nominal width.
  3. Glazing Stops and Gaskets: Square, Snap-on, extruded-aluminum stops and preformed gaskets.
    - a. Provide non-removable glazing stops on outside of door.

## 2.5 ENTRANCE DOOR HARDWARE

- A. Entrance Door Hardware: Hardware not specified in this shall be by the Owner to interconnected with the fire alarm system to open upon activation of the pull station.

- B. General: Provide entrance door hardware and entrance door hardware sets indicated in door and frame schedule for each entrance door to comply with requirements in this Section.
  - 1. Entrance Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and named manufacturers' products.
  - 2. Opening-Force Requirements:
    - a. Egress Doors: Not more than 15 lbf to release the latch and not more than 30 lbf to set the door in motion and not more than 15 lbf to open the door to its minimum required width.

## 2.6 GLAZING

- A. Glazing: Comply with Section "Glazing" ¼" tempered clear glass,
- B. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.
- C. Glazing Sealants: Sealant bead per the security film as recommended by security film manufacturer.

## 2.7 FABRICATION

- A. Form or extrude aluminum shapes before finishing.
- B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
- C. Fabricate components that, when assembled, have the following characteristics:
  - 1. Profiles that are sharp, straight, and free of defects or deformations.
  - 2. Accurately fitted joints with ends coped or mitered.
  - 3. Physical and thermal isolation of glazing from framing members.
  - 4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
  - 5. Provisions for field replacement of glazing from interior.
  - 6. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- D. Mechanically Glazed Framing Members: Fabricate flush glazing without projecting stops.
- E. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.
- F. Entrance Doors: Reinforce doors as required for installing entrance door hardware.
- G. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware before applying finishes.

- H. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

**2.8 ALUMINUM FINISHES (As selected by Architect)**

- A. Bronze Anodic Finish: AAMA 611, AA-M12C22A31, Class II, 0.010 mm or thicker.

**PART 3 - EXECUTION**

**3.1 INSTALLATION**

- A. General:
  - 1. Comply with manufacturer's written instructions.
  - 2. Do not install damaged components.
  - 3. Fit joints to produce hairline joints free of burrs and distortion.
  - 4. Rigidly secure nonmovement joints.
  - 5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
  - 6. Seal perimeter and other joints watertight unless otherwise indicated.
- B. Metal Protection:
  - 1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or by installing nonconductive spacers.
  - 2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
- C. Set continuous sill members and flashing in full sealant bed as specified in Section 079200 "Joint Sealants" to produce weathertight installation.
- D. Install components plumb and true in alignment with established lines and grades.
- E. Install operable units level and plumb, securely anchored, and without distortion. Adjust weather-stripping contact and hardware movement to produce proper operation.
- F. Install glazing as specified in Section 088000 "Glazing."
- G. Entrance Doors: Install doors to produce smooth operation and tight fit at contact points.
  - 1. Exterior Doors: Install to produce a weathertight enclosure and tight fit at weather stripping.
  - 2. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware according to entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.

**3.2 FIELD QUALITY CONTROL**

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

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- B. Field Quality-Control Testing: Perform the following test on representative areas of aluminum-framed entrances and storefronts.
  - 1. Water-Spray Test: Before installation of interior finishes has begun, areas designated by Architect shall be tested according to AAMA 501.2 and shall not evidence water penetration.
    - a. Perform a minimum of two tests in areas as directed by Architect.
- C. Aluminum-framed entrances and storefronts will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports.

**END OF SECTION**

## SECTION - GLAZING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes:
  - 1. Glass for storefront door exterior and interior windows,
  - 2. Glazing sealants per security film manufacture and accessories.

#### 1.2 COORDINATION

- A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Glass Samples: For each type of glass product other than clear monolithic vision glass; 12 inches square.
- C. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.
- D. Delegated-Design Submittal: For glass indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Preconstruction adhesion and compatibility test report.

1.5      QUALITY ASSURANCE

- A.      Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C1021 to conduct the testing indicated.

1.6      PRECONSTRUCTION TESTING

- A.      Preconstruction Adhesion and Compatibility Testing: Test each glass product, tape sealant, gasket, glazing accessory, and glass-framing member for adhesion to and compatibility with elastomeric glazing sealants.

- 1.      Testing is not required if data are submitted based on previous testing of current sealant products and glazing materials matching those submitted.

1.7      WARRANTY

- A.      Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer agrees to replace coated-glass units that deteriorate within specified warranty period. Deterioration of coated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in coating.

- 1.      Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1      MANUFACTURERS

- A.      Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Cardinal Glass Industries.
2. Oldcastle Building Envelope™.
3. Trulite Glass & Aluminum Solutions, LLC.
4. Vitro Architectural Glass.

## 2.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design glazing.
- B. Structural Performance: Glazing shall withstand the following design loads within limits and under conditions indicated determined according to the International Building Code and ASTM E1300.
  1. Design Wind Pressures: As indicated on Drawings.
  2. Thickness of Patterned Glass: Base design of patterned glass on thickness at thinnest part of the glass.
  3. Differential Shading: Design glass to resist thermal stresses induced by differential shading within individual glass lights.
- C. Windborne-Debris Impact Resistance: Exterior glazing shall pass ASTM E1886 missile-impact and cyclic-pressure tests in accordance with ASTM E1996 for Wind Zone 2 for basic protection.
- D. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.
- E. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:
  1. U-Factors: Center-of-glazing values, according to NFRC 100 and based on LBL's WINDOW 5.2 computer program, expressed as Btu/sq. ft. x h x deg F
  2. Solar Heat-Gain Coefficient and Visible Transmittance: Center-of-glazing values, according to NFRC 200 and based on LBL's WINDOW 5.2 computer program.

3. Visible Reflectance: Center-of-glazing values, according to NFRC 300.
4. STC: To be 30

## **2.3 GLASS PRODUCTS, GENERAL**

- A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
  1. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."
- B. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction or manufacturer. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.
- C. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of IGCC.
- D. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is not less than the thickness indicated.
- E. Strength: Where annealed float glass is indicated, provide annealed float glass, heatstrengthened float glass, or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where heat-strengthened float glass is indicated, provide heatstrengthened float glass or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where fully tempered float glass is indicated, provide fully tempered float glass.

## **2.4 GLASS PRODUCTS**

- A. Fully Tempered Float Glass: ASTM C1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.
- B. Heat-Strengthened Float Glass: ASTM C1048, Kind HS (heat strengthened), Type I, Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.

## 2.5 GLAZING SEALANTS

- A. General:
  - 1. Compatibility: Compatible with one another and with other materials they contact, including glass products, seals of insulating-glass units, and glazing channel substrates,.

## 2.6 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; non staining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C1281 and AAMA 800 for products indicated below:
  - 1. AAMA 804.3 tape, where indicated.
  - 2. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
  - 3. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.
- B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:
  - 1. AAMA 810.1, Type 1, for glazing applications in which tape acts as the primary sealant.
  - 2. AAMA 810.1, Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

## **2.7 MISCELLANEOUS GLAZING MATERIALS**

- A. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- B. Setting Blocks:
  - 1. Type recommended by sealant or glass manufacturer.
- C. Cylindrical Glazing Sealant Backing: ASTM C1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

## **PART 3 - EXECUTION**

### **3.1 GLAZING, GENERAL**

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.
- C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- F. Provide spacers for glass lites where length plus width is larger than 50 inches
- G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.

### **3.2 TAPE GLAZING**

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.

- C. Cover vertical framing joints by applying tapes to heads and sills first, then to jambs. Cover horizontal framing joints by applying tapes to jambs, then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Apply heel bead of elastomeric sealant.
- F. Center glass lites in openings on setting blocks, and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
- G. Apply cap bead of elastomeric sealant over exposed edge of tape.

### 3.3 GASKET GLAZING (DRY)

- A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
- C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket. Install dense compression gaskets and pressureglazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- E. Install gaskets so they protrude past face of glazing stops.

### 3.4 SEALANT GLAZING (WET)

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.

- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

### 3.5 CLEANING AND PROTECTION

- A. Immediately after installation remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.
  - 1. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
- C. Remove and replace glass that is damaged during construction period.

### 3.6 MONOLITHIC GLASS SCHEDULE

- A. Glass Type: Clear annealed, heat-strengthened, fully tempered float glass.
  - 1. Basis-of-Design Product: PPG Industries, Inc.; Starphire
  - 2. Minimum Thickness: 6 mm
  - 3. Safety glazing required.

### **END OF SECTION**

# **Brckett ISD Vestibule High School and Elementary School**

## **SECTION - GYPSUM BOARD**

### **PART 1 - GENERAL**

### **PART 2 - SUMMARY**

#### **A. Section Includes:**

1. Ceiling 2 x 4 5/8" thick gypsum board.

#### **2.2 ACTION SUBMITTALS**

#### **A. Product Data: For the type of product.**

#### **B. Samples: For each texture finish indicated on same backing indicated for Work.**

### **PART 3 - PRODUCTS**

#### **3.1 PERFORMANCE REQUIREMENTS**

## **Brackett ISD Vestibule High School and Elementary School**

- A. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E90 and classified according to ASTM E413 by an independent testing agency.

### **3.2 GYPSUM BOARD, GENERAL**

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

### **3.3 INTERIOR GYPSUM BOARD**

- A. Gypsum Ceiling Board: ASTM C1396
  1. Manufacturers: CertainTeed Corp.; G-P Gypsum; National Gypsum; USG Gypsum
  2. Thickness: 5/8" inch
  3. Long Edges: Tapered.
  
- B. Impact-Resistant Gypsum Board: ASTM C1396/C1396M gypsum board, tested according to ASTM C1629/C1629M.
  1. Manufacturers: CertainTeed Corp.; G-P Gypsum; National Gypsum; USG Gypsum
  2. Core: 5/8-inch Type X .
  3. Surface Abrasion: ASTM C1629/C1629M, meets or exceeds Level 1 requirements.
  4. Indentation: ASTM C1629/C1629M, meets or exceeds Level 1 requirements.
  5. Soft-Body Impact: ASTM C1629/C1629M, meets or exceeds Level 1 requirements.
  6. Hard-Body Impact: ASTM C1629/C1629M, meets or exceeds Level 1 requirements according to test in Annex A1.
  7. Long Edges: Tapered.
  8. Mold Resistance: ASTM D3273, score of 10 as rated according to ASTM D3274.

### **3.4 AUXILIARY MATERIALS**

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.

## **Brackett ISD Vestibule High School and Elementary School**

- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.

### **PART 4 - EXECUTION**

#### **4.1 APPLYING TEXTURE FINISHES (As selected by Architect**

- A. Surface Preparation and Primer: Prepare and apply primer to gypsum panels and other surfaces receiving texture finishes. Apply primer to surfaces that are clean, dry, smooth and painy as color as selected.

#### **4.2 PROTECTION**

- A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during the remainder of the construction period.

### **END OF SECTION**