

# LACKLAND INDEPENDENT SCHOOL DISTRICT



## LACKLAND ELEMENTARY CAFETERIA RENOVATIONS AND DISTRICT-WIDE HVAC REPLACEMENTS

PROJECT MANUAL AND  
TECHNICAL SPECIFICATIONS

**DEBRA J. DOCKERY, ARCHITECT, P.C.**  
**118 BROADWAY, SUITE 516**  
**SAN ANTONIO, TEXAS 78205 (210) 225-6130**

MARCH 2025

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MARCH 2025  
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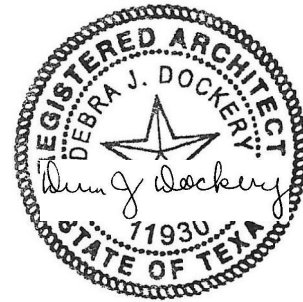
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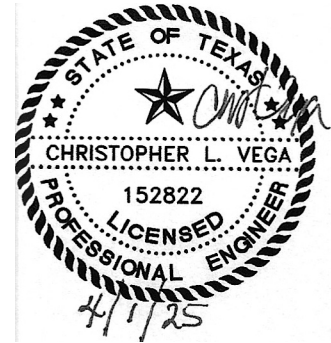
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END OF SECTION

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
FOR CONSTRUCTION SERVICES**

Pursuant to the provisions of Texas Education Code Chapter 44, Subchapter B and Texas Government Code Chapter 2267, Subchapter D, as amended, it is the intention of the Lackland Independent School District (the "District") to select via the Competitive Sealed Proposal method a construction contractor for the Lackland ISD Elementary Cafeteria Renovations and District-Wide HVAC Replacements as generally described herein.

The Contract Documents will be distributed by electronic format and may be obtained at the office of the Architect, Debra J. Dockery, Architect, P.C., 118 Broadway, Suite 516, San Antonio, Texas 78205, (210) 225-6130 by request to [dinah@debradockeryarchitects.com](mailto:dinah@debradockeryarchitects.com). Contract Documents may also be obtained from the San Antonio Builders Exchange and the F.W. Dodge Corporation.

Proposals are to include the information requested in the Form of the Qualifications Statement of this Request for Competitive Sealed Proposals in the sequence and format prescribed. In addition to and separate from the requested information, offerors submitting proposals may provide supplementary materials further describing their capabilities and experience. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aides are neither necessary nor wanted.

**PROPOSALS MUST BE RECEIVED NO LATER THAN  
3:30 PM, CST ON WEDNESDAY APRIL 16, 2025**

Any proposal received after such time will not be considered and will be returned unopened. Proposals will be received by:

Offices of Superintendent of Schools  
Lackland Independent School District  
2460 Kenly Avenue, Building 8265  
San Antonio, Texas 78236

A pre-proposal conference to discuss the project and tour the site will be held on Wednesday, April 9, 2025 at 3:30 PM. Attendance at the pre-proposal conference is not mandatory, but is highly recommended. In order to access Lackland AFB to attend the pre-proposal conference or to submit the proposal, attendees must receive a temporary pass by submitting the following information **at least 48 hours in advance of the conference** to Yolanda Jackson at [Jackson.y@lacklandisd.net](mailto:Jackson.y@lacklandisd.net). Note this information is provided in order that a background check is conducted.

Full legal name of person attending the conference  
Date of Birth  
Driver's License Number.

Submit to Yolanda Jackson at [Jackson.y@lacklandisd.net](mailto:Jackson.y@lacklandisd.net)

Following the deadline for receipt, the District's staff will receive, publicly open, and read aloud the names of the offerors and, if any are required to be stated, all prices stated in the competitive sealed proposals. Within 45 days following the date of the opening District staff will evaluate and rank each proposal submitted in relation to the selection criteria set forth in the Form of Qualifications Statement of this document. A recommendation will be made to the Board of Trustees as to the ranking of the proposals.

Following the ranking of the offerors that offer the best value for the District based on the published selection criteria, the District's designated representative will attempt to negotiate an agreement with the offeror that offers the best value to the District. The District and its Architect may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the District is unable to negotiate an agreement with the selected offeror the District shall, formally and in writing, end negotiations with that offeror and begin the negotiation process with the second ranked offeror (never returning to the first ranked offeror). This process shall continue until an agreement has been negotiated with a ranked offeror or the District rejects all proposals for this project.

ELEMENTARY SCHOOL GYMNASIUM RENOVATION  
LACKLAND INDEPENDENT SCHOOL DISTRICT

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The District will select a construction contractor from the respondents to this request for proposals, or reject all proposals. Pursuant to Texas Government Code section 2267.055, the District will rank the proposals based on the following criteria and relative weights:

Criteria Issue	Weight (max points)
Price	40
Experience/Reputation	10
Quality	10
Safety Record	10
Proposed Personnel	10
Financial Capability	20
Total	100

The District reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the District without regard to whether such information appears in your proposal. If the District, in its sole discretion, determines that there are factual inaccuracies, the District may, but is not obligated to, reject the proposal.

By submitting a Proposal, each offeror agrees to waive any claim it has or may have against the Lackland Independent School District, the Architect, the Architect's consultants, and their respective trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the proposal documents; acceptance or rejection of any proposal, and award of the Contract.

Lackland Independent School District shall have no contractual obligation to any offeror, nor will any offeror have any property interest or other right in the contract or Work being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the offeror have either been so fulfilled by the offeror.

## **INSTRUCTIONS TO PROPOSERS**

### **INVITATION FOR COMPETITIVE SEALED PROPOSALS FOR CONSTRUCTION SERVICES:**

The Lackland Independent District will receive proposals at the Office of Superintendent of Schools, Lackland Independent School District, Lackland Air Force Base for the Lackland ISD Elementary Cafeteria Renovations and District-Wide HVAC Replacements as specified in the Request for Competitive Sealed Proposals.

### **CONTRACT DOCUMENTS:**

The Contract Documents will be distributed by electronic format and may be obtained at the office of the Architect, Debra J. Dockery, Architect, P.C., 118 Broadway, Suite 516, San Antonio, Texas 78205, (210) 225-6130 by request to [dinah@debradockeryarchitects.com](mailto:dinah@debradockeryarchitects.com). Contract Documents may also be obtained from the San Antonio Builders Exchange and the F.W. Dodge Corporation.

### **QUALIFICATIONS STATEMENTS:**

Proposals are to include the information requested in the Form of the Qualifications Statement of this Request for Competitive Sealed Proposals in the sequence and format prescribed.

The District will select a construction contractor from the respondents to this request for proposals, or reject all proposals. In determining which proposal provides the best value, the District will consider all responses to the questions set forth in Form of the Qualifications Statement of this document, as well as the factors described in the Request for Competitive Sealed Proposals.

### **PROPOSALS:**

- A. Identification of Proposals: Complete proposals shall be submitted in sealed envelopes clearly marked with the name of the project as it appears on the cover page of the Project Manual and with the name and address of the Proposer.
- B. Proposal Requirements: See the Proposal Packet Checklist included in this Project Manual for a listing of the information required of each proposer.
- C. In the event the proposal is mailed, it is the responsibility of the proposer to allow enough time in transit for the bid to be received by the Owner prior to the date and hour of proposal opening. Proposals may be delivered by hand to the School Owner prior to proposal opening. Faxed or telephone proposals will not be accepted.
- D. Proposals received prior to the advertised hour of opening will be kept securely sealed. The Owner=s representative whose duty is to open the proposals will decide when the specified time has arrived and no proposal received thereafter will be considered. The Owner or the Owner=s representatives will not be responsible for premature opening of, or the failure to open, a proposal not properly addressed or identified.
- E. In case of ambiguity or lack of clearness in the stated price in the proposal, the Owner will adopt the price written in words.

### **ACCURACY OF PROPOSAL**

It is specifically understood and provided that a proposal represents a true and correct statement of such proposal and contains no clause for claim of omission or error.



WITHDRAWAL OF PROPOSAL:

A Proposer may withdraw his proposal, either personally or by written request at any time prior to the scheduled closing time for the receipt of proposals. After the proposal closing time, proposals may not be withdrawn for a period of forty-five (45) days after the closing time for the receipt of proposals.

AWARD OF CONTRACT(S):

The Owner will award a Contract to the Proposer offering the best value to the School District as described in the Request for Competitive Sealed Proposals for Construction Services.

EXAMINATION OF SITE:

Prior to the submittal of proposals, each Proposer shall make, and will be deemed to have made, a thorough examination of the site of the Work and all conditions existing herein.

EXAMINATION OF CONTRACT DOCUMENTS:

Before submitting proposals, Proposers shall carefully examine the complete Contract Documents, including the Drawings and Specifications, and shall bring any discrepancies to the attention of the Architect for clarification.

CONDITION OF THE WORK:

Each Proposer shall inform himself fully of the conditions relating to construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Proposer of his obligation to furnish all materials and labor necessary to carry out the provisions of the Contract.

LAWS AND REGULATIONS:

The Proposer's attention is directed to the fact that all applicable State laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to the Contract throughout and they will be deemed to be included in the Contract the same as if written therein in full.

INTERPRETATION OF CONTRACT DOCUMENTS:

Prospective Proposers requiring further information or interpretation of the Contract Documents (Drawings and Specifications) shall request such information in writing from the Architect. Only written responses including additional information shall be considered by Prospective Proposers when submitting a proposal.

ADDENDA:

Answers to all questions, inquiries, or requests for additional information will be issued in the form of Addenda, and copies of each Addendum will be issued to all prospective Proposers. Also, prospective Proposers may, during the proposal period, be advised by Addendum of additions to, deletions from, or changes in the requirements of the Contract Document. The Architect and the Owner will not be responsible for the authenticity or correctness of oral interpretations of the Contract Documents or for information obtained in any other manner than through the media of Addenda. Receipt of each Addendum shall be acknowledged by Proposers in their proposal form and each Addendum shall be considered a part of the Contract Documents. Failure to acknowledge receipt of any addendum issued may invalidate a proposal as unresponsive.

TIME OF COMPLETION:

Time is of the essence of the Contract. Immediately after the "Notice to Proceed" has been issued, the Contractor shall start the work and complete the project within the Contract Time allowed and upon the dates stipulated. The project shall be completed in the time stated in Specification Section 010100 Summary of Work.

If the Contractor shall fail to complete the work within the Contract Time, or extensions of time granted by the Architect, then the Contractor will pay to the Owner the amount of Liquidated Damages, all as outlined in the Owner / Contractor Agreement. Furthermore, no payment will be made on account of the Contract after the Completion Dates set out in the Notice to Proceed other than final payment at completion of the work.

CERTIFICATES OF INSURANCE:

The Contractor shall provide Certificates of Insurance, and Payment and Performance Bonds. The bonds and insurance coverage must be approved in all respects by the Owner's Insurance Counselor and shall provide that written notice must be furnished to the Owner 30 days prior to any cancellation of the insurance coverage required by the Contract Documents.

The required kinds and amounts of insurance are listed in the Supplementary General Conditions, Article 11 included in this project manual.

PERFORMANCE AND PAYMENT BONDS:

Performance and Payment Bonds will be required on this project. The Successful Proposer must deliver to the Owner fully executed Performance and Payment Bonds in the amount of 100 percent (100%) of the accepted proposal as security for the faithful performance of the contract and payment of all persons performing labor and furnishing material in connection with this contract.

The Payment and Performance Bonds shall meet the requirements of Texas Government Code Chapter 2253. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by the Lackland ISD to have a rating of not less than "B" in the latest edition of Best's Insurance Reports, Property Casualty. The surety company shall also provide the requested information necessary to document net worth, stability, total bonding capacity, other projects under coverage and shall provide proof to establish adequate financial capacity for this project.

Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by an reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus.

SUBSTITUTION REQUESTS FOR MATERIALS AND EQUIPMENT (shall be 7 days prior to proposal due date):

Each Proposer represents that his bid is based upon the materials and equipment described in the contract documents. **Only material and equipment listed in the contract documents or approved by addenda shall be included in the proposal form.** The Contractor may propose alternate or non-approved manufacturers, material or equipment under question I. (2) of the Form of Qualifications Statement to include any monetary amounts to be deducted from the Contractor's base proposal should the manufacturer, material, or equipment be accepted after the opening of proposals.

Substitution requests for approval by addenda will not be considered unless a written request has been submitted to the Architect for review and consideration at least seven days prior to the date for receipt of proposals. Each such request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cut sheets, performance and test data, and any other data or information necessary for a complete evaluation. Incomplete substitution requests will not be acted upon by the Architect.

A. Do not substitute materials, equipment, or procedures unless a substitution request has been specifically accepted by addenda for this project by the Architect.

B. Where the phrase "or equal" or "equal as accepted by the Architect" occurs in the Contract Documents,

do not assume that the materials, equipment, or procedures will be acceptable as equal unless the item has been specifically accepted for this project by the Architect.

C. Substitution requests for "or equal" consideration: Requests for inclusion in the Contract Documents for an "or equal" material, item, or procedure shall be submitted in writing as a "Substitution Request" to the Architect for consideration by the above listed deadline. If granted, the Architect's acceptance to use the material, item, or procedure as a basis of bids will be in writing and a copy will be forwarded to all bidders in the form of an addendum.

D. Should a Proposer wish to propose a manufacturer whose product differs in some way from the requirements of the Contract Documents, such proposal shall be done through the substitution process described in the above paragraphs. All deviations from the specified product shall be specifically listed and any effect upon other work shall be clearly described.

E. The decision of the Architect on any substitution request shall be final.

F. Inclusion of items as a basis of bids will be conditional, subject to compliance with the Contract Documents. Should the substitution request material, item, or procedure be inferior, incomplete, not compatible or inappropriate for use on the project or with other associated specified items, the Contractor shall provide the originally specified material, item, or procedure at no additional cost to the Owner.

G. No substitutions will be accepted after the award of the Contract.

END OF INSTRUCTIONS TO PROPOSERS

**PROPOSAL PACKET CHECKLIST**

Complete proposals shall be submitted in sealed envelopes clearly marked with the name of the project as it appears on the cover page of the project manual and with the name and address of the Proposer.

All proposal envelopes will be received in the Office of the Superintendent of Schools, Lackland Independent School District on Lackland Air Force Base, San Antonio, Texas until the time and date specified in the Request for Competitive Sealed Proposals and at that time opened and publicly read aloud. Any proposals received after the announced time will not be considered and will be returned unopened.

The following documents constitute the required information to be submitted as a part of the proposal.

- [ ] **1. Form of the Qualification Statement**  
Proposers shall submit the information requested in the Form of the Qualifications Statement in the sequence and format described.
- [ ] **2. Proposal Form**  
The proposal shall be submitted on the proposal form provided in the Project Manual. The proposal must be dated and signed.
  - o Base Proposal
  - o Additive Alternates (if any listed)
  - o Unit Prices (it any listed)
  - o Proposal Security amount and form of proposal security.  
(If in the form of a cashier's check or certified check, the name of the surety company which will provide payment and performance bonds shall be listed.)
  - o Acknowledgment of Addenda
- [ ] **3. Felony Conviction Notification**  
The Felony Conviction Notification on the form provided in the Project Manual shall be completed, signed, and submitted with each proposal.
- [ ] **4. Proposal Security**  
Proposer's proposal shall be accompanied by proposal bonds, cashier's check or certified checks in the amount equal to 5% of the total proposal amount
  - o Bond or check
  - o Powers of Attorney  
(Attorneys-in-fact who sign proposal bonds or contract bonds must file with each bond a certified and effectively dated copy of their powers of attorney.)
- [ ] **5. List of Proposed Subcontractors and Suppliers**  
Complete the form per instructions in the Qualification Statement.

END OF PROPOSAL PACKET CHECKLIST

## FORM OF THE QUALIFICATIONS STATEMENT

### SCOPE OF WORK

The work consists of the renovations to Lackland ISD Elementary Cafeteria Renovations and District-Wide HVAC Replacements of the Lackland ISD campus. The scope includes new interior finishes and equipment. The scope of the work is more fully described in the Contract Documents available from the Architect.

### INFORMATION TO BE PROVIDED BY OFFERORS

Please provide the following information concerning your firm:

#### A. General Information of Offeror

1. Name of Firm
2. Business Address
3. Telephone Number
4. Fax Number
5. Type of Organization (Individual, Partnership, Corporation, Association)
6. List of all partners, officers, and/or shareholders.
6. Number of Permanent Employees. (Employees hired for the duration of a specific project or under a fixed-term contract are not considered permanent employees for purposes of this proposal).
  - i. Home Office
  - ii. Field
7. Primary Contact Person name and email address
8. Main Office Location (if different than above)
9. Describe any substantial changes in ownership of your firm during the past five years.
10. How many years has your firm operated under its current form of business organization?
11. List all professional or industry organizations in which your firm or its principals are members.

#### B. Relevant Experience and Past Performance

##### B.1 Past Educational Project Experience:

List no more than five educational projects of similar scope completed by your firm within the past five years. Include the following information

1. Project Owner
2. Brief description of the project
3. Type of Construction Services Procurement (Competitive Bids, Competitive Sealed Proposals, Construction Manager, Job Order Contractor, or Design-Build)
4. Date Construction Completed
5. Names of Contractor's Managing Principal, Project Manager and Site Superintendent
6. Owner's Contact Person and Telephone Number
7. Name of Project Architect or Engineer
8. Required construction contract time (calendar or working days)
9. Original contract amount and final contract amount

##### B.2 Past Experience on Military Installations

List no more than five projects of similar scope on Military Installations completed by your firm within the past five years. Include the following information

1. Location of the Project
2. Brief description of the project. Include narrative of coordination efforts with the Base Officials.
3. Date Construction Completed
4. Names of Contractor's Managing Principal, Project Manager and Site Superintendent
5. Owner's Contact Person and Telephone Number
6. Required construction contract time (calendar or working days)
7. Original contract amount and final contract amount
8. Number of change orders

B.2 Provide at least 3 but no more than 5 letters of reference from past project representatives on projects of similar size and scope to this project..

### **C. Project Management Ability and Schedule**

C.1 Describe your Quality Control Process and methods to ensure compliance with the contract requirements. Include a discussion on schedule management or schedule recovery techniques to ensure on-time completion.

C.2 Provide information regarding your job safety program and safety record.

C.3 Qualifications of Proposed Personnel

Provide brief resumes (1 page limit) for the persons listed below:

1. Principals/ Corporate Officers:
2. Project Management Candidates
  - i. Project Manager
  - ii. Superintendent

C.4 Availability - Provide a statement on the availability and commitment of persons assigned to manage the project. Include the following information for the five largest projects you currently have under contract.

1. Project Name /Location
2. Owner
3. Architect
4. Current Contract Amount / Percent Complete
5. Specified Contract Completion Date

### **D. Financial Information**

D.1 Provide the following General Financial Information:

1. Total amount of work performed as general contractor for each of the past ten years.
2. Bonding Capacity
  - i. Per Project
  - ii. Aggregate
3. Bank reference(s).
  - i. Individual, Title
  - ii. Name of Bank

- iii. Address
- iv. Telephone
- 4. Bonding Company reference(s).
  - i. Individual, Title
  - ii. Name of Bonding Company
  - iii. Address
  - iv. Telephone
- 5. Dunn & Bradstreet identification number (required for debarment verification).
- 6. List Property or Equipment Owned by the Company

**D.2 Claims and Litigation**

- 1. Identify any claims or suits, if any, brought against your firm, or a firm of which you were previously a principal within the past 10 years.
- 2. Describe all instances in which your firm, or a firm of which you were previously a principal within the past 10 years, was unable to complete the work under a contract.
- 3. Identify any judgments, claims arbitration proceedings or suits pending or outstanding against your firm or its officers.
- 4. Identify all claims, arbitration proceedings or suits initiated by your firm, or a firm of which you were previously a principal within the last ten years and the outcome or status of pending proceedings.

**F. Execution**

The foregoing is true and correct. The Lackland Independent School District, or any authorized representative of the Lackland Independent School District, is authorized by the undersigned to contact any firm, institution, or person listed above to obtain information about our firm's services, financial condition, and any other information which the Lackland Independent School District might determine as being desirable.

Offeror: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

PROPOSAL FORM:

**LACKLAND ISD ELEMENTARY CAFETERIA RENOVATIONS AND DISTRICT-WIDE HVAC REPLACEMENTS**

SUBMITTED TO: Offices of Superintendent of Schools  
Lackland Independent School District  
2460 Kenly Avenue, Lackland AFB Building 8265  
San Antonio, Texas 78236

PROPOSAL OF: \_\_\_\_\_  
(Name of Proposer)

The undersigned, having thoroughly familiarized themselves with the local conditions affecting the cost of the work and having carefully examined the Project Manual including Invitations for Proposals, Instructions to Proposers, the qualifications statement, this Proposal, the form of Proposal Bond, the form of Performance and Payment Bonds, the General Conditions, the Supplementary Conditions, the General Scope of Work and the Technical Provisions as well as the Drawings and all Addenda, if any thereto, prepared by Debra J. Dockery, Architect, P. C., and on file in the office of the Architect, 118 Broadway, Suite 516, San Antonio, Texas 78205, hereby proposes to furnish all labor and materials, equipment and services required for the project listed above for Lackland ISD, all in accordance therewith, as follows:

PROPOSAL: For all work as outlined in the Contract Documents including allowances listed below, for the lump sum price of:

\_\_\_\_\_  
Dollars (\$\_\_\_\_\_)

ALLOWANCES

**The proposer shall include in the base proposal the sum of \$300,000 for the cash allowance items listed in Section 010200 Allowances.**

UNIT PRICE SCHEDULE

Replace Gypsum Wallboard: Unit prices for replacing damaged gypsum wallboard uncovered after removal of vinyl wall covering or paint surfacing. Replacement shall be 5/8" thick Type 'X' gypsum board in accordance with Section 092900. Unit price includes installation, joint taping, and texturing ready for paint finish. The Contractor's base proposal shall include 500 square feet of gypsum board to be replaced.

Gypsum Board (\$\_\_\_\_\_ ) per square foot

Floor Leveling

Price addition for each cubic foot of cementitious topping installed per Section 035416 "Hydraulic Cement Underlayment". The Contractor's base proposal shall include 30 cubic feet of floor leveling repair. (Quantity for base proposal is based on an area of approximately 20 feet x 20 feet x 1 inches deep.

Cementitious topping (\$\_\_\_\_\_ ) per cubic foot



TIME: The undersigned agrees to complete the project within the stipulated consecutive calendar days and in accordance with the construction schedule as described on the Drawings and in Specification Section 010100 Summary of the Work.

PROPOSAL GUARANTEE:

The undersigned furnishes herewith proposal guarantee in the amount of five percent (5%) of the greatest amount bid and attaches same to the proposal. This proposal guarantee warrants that the undersigned will not withdraw his proposal for a period of forty-five (45) days after the scheduled closing time for the receipt of proposal proposals, and that if this proposal is accepted, the undersigned will enter into a formal Contract and that the required performance bond and payment bond will be given. In the event of the withdrawal of this proposal within the period stipulated above, or the failure of the undersigned to enter into a Contract and give the required bonds within ten (10) days after the undersigned has received notice of the acceptance of this proposal, the Proposer shall be liable to the Owner for the full amount of the proposal guarantee as liquidated damages to the Owner on account of the default of the undersigned.

Security in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

in the form of \_\_\_\_\_ is submitted herewith.

If proposal security is in the form of Cashier's Check or certified check, the Proposer shall list in the space below the name of the Surety Company which will provide payment and performance bonds should the undersigned proposer be awarded the Contract. If the undersigned proposer provides a proposal bond but anticipates providing payment or performance bonds from a different Surety than that providing the bond, he shall list the different surety below.

Name of Surety which will provide the Payment and Performance Bonds:

\_\_\_\_\_

ADDENDA:

The undersigned hereby acknowledges receipt of the following Addenda to the Contract Documents, all of the provisions and requirements of the Addenda listed below have been taken into consideration in the preparation of the foregoing proposal:

ADDENDA NUMBER:

DATE ISSUED:

\_\_\_\_\_

\_\_\_\_\_

RESPECTFULLY SUBMITTED, (PROPOSERS FILL IN:)

\_\_\_\_\_  
(Signature of Officer)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Typed Name and Title of Officer)

\_\_\_\_\_  
(Legal Name of Proposing Firm)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(email address of Officer)

LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

SUBCONTRACTING AREA	NAME
Tiling	
Resilient Flooring LVT and Rubber Base	
Painting	
Mechanical	
Electrical	
Plumbing	
Portland Cement Concrete Paving (Site Concrete)	
Walkway Covers	
Other	

List the work the general contractor will self perform:

**FELONY CONVICTION NOTIFICATION**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract"

This notice is not required of a Publicly-Held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been received by me and the following information furnished is true to the best of my knowledge.

Vendor's Name \_\_\_\_\_

Authorized Company Official's Name (Printed) \_\_\_\_\_

Complete one of the following as appropriate for your firm:

A. My firm is a publicly-held corporation, therefore this requirement is not applicable.

Signature of Company Official: \_\_\_\_\_

Date Signed: \_\_\_\_\_

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: \_\_\_\_\_

Date Signed: \_\_\_\_\_

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

Date Signed: \_\_\_\_\_

THE CONTRACT AND THE GENERAL CONDITIONS OF THE CONTRACT

The contract between the Owner and Contractor shall be AIA Document, A-104 - 2017 Edition, Standard Abbreviated Form of Agreement Between Owner and Contractor.

A list of revisions and amendments by the Lackland Independent School District to the AIA A-104 are attached herein and titled The Supplementary General Conditions.

Potential Contractors are hereby specifically directed, as a condition of submitting a proposal for construction, to obtain the necessary number of copies of Documents A-104, to acquaint himself with the Articles contained therein and to notify and appraise all Subcontractors, Sub-subcontractors, suppliers, and any other potential parties to the Contract or individuals or agencies engaged on the Work as to the contents.

No contractual adjustments shall be due or become exigent as a result of failure on the part of the Contractor to fully acquaint himself and all other parties to the Contract with the conditions of Document A-104.

AIA Documents may be purchased from:

American Institute of Architects  
<https://www.aia.org>

A copy is on file at the office of the Architect.

Debra J. Dockery, Architect, P.C.  
118 Broadway, Suite 516  
San Antonio, Texas 78205  
(210) 225-6130

**SUPPLEMENTARY GENERAL CONDITIONS**  
**Amendments to AIA Document A104**

The following provisions amend, supplement, and/or replace the standard provisions of AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, and control such provisions to the extent of any conflict:

- Article 2            2.1    The Date of Commencement shall be fixed in a written notice to proceed.
- 2.3    The Contractor shall achieve Substantial Completion of the entire work not later than August 4, 2025.
- Article 3            3.1    The Contract Sum shall be stipulated price. (Delete Paragraphs 3.3 and 3.4)
- 3.5    If the Substantial Completion date is not met per the General Conditions of the Owner / Contractor Agreement, the Contractor agrees to pay the Owner the sum of \$500.00 per calendar day for each day that the work remains incomplete after the expiration of the time period set forth as a fixed, agreed liquidated damages.
- Article 4            4.1.2 Request for partial payment on completed work shall be submitted no sooner than once per month.
- 4.1.3 Applications shall be received not later than the first day of the month. The Owner will make payment not later than the last day of the month.
- 4.1.4 Retainage of 5% will be withheld from each payment application. The retainage will be released upon completion of all the work, including punch list items, the delivery to the Owner of all close-out manuals and record drawings, the submission of release of liens by the General Contractor and all sub-contractors and material suppliers, and the execution of the Consent of Surety to Final Payment form.
- Add to 4.2.1
- .4 a Consent of Surety to Final Payment is submitted by the Contractor.
- .5 all inspections required by the authorities having jurisdiction have been passed and any required certificates or approvals by the authorities have been issued.
- Article 5            5.1    For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction. The venue shall be Bexar County, Texas.
- Article 6            6.1.2 AIA Document E203-2013 Building Information Modeling and Digital Data Exhibit: Building Information is not applicable to this project.
- 6.1.7.1 The following additional documents are not applicable: Exhibit A Determination of the Cost of the Work, AIA Document E204-2017 Sustainable Projects Exhibit, and The Sustainability Plan.
- 6.1.7.2 Other documents forming a part of the Contract Documents are the Proposal Form, Qualifications Statement, Felony Conviction Notification and List of Subcontractors submitted by the Contractor, and the Instructions to Proposers in the Project Manual.
- The Contractor shall complete Form 1295 online with the Texas Ethics commission and submit completed from with the executed contract.

- Article 7      7.6    Delete second sentence of Article 7.6.
- 7.7    Delete Article 7.7.
- 7.9    Delete "...or by electronic transmission in accordance with AIA Document E203-2013 Building Information Modeling and Digital Data Exhibit ..."

Article 9    Add 9.1.4

If conditions are encountered at the site which are subsurface or otherwise concealed physical conditions which were not know to the Contractor and which differ substantially from those indicated in the Contract Documents, then the Contractor shall notify the Owner and the Architect of such conditions promptly before conditions are disturbed, and in no event less than 3 days after first observation of the conditions. The Architect will promptly investigate such conditions and report its findings to the Owner.

- 9.5    Sales taxes are not applicable to labor and materials on this project.

Article 13    Add to 13.2

The Contractor and subcontractors shall be entitled to include overhead and profit in any Change Order only as provided by Division 1 of the Project specifications. Acceptance of a Change Order by the Contractor shall constitute full accord and satisfaction for any and all claims, whether direct or indirect, arising from the subject matter of the Change Order.

Article 14    Add to 14.5

Claims for a non-work day as a result of adverse weather conditions will only be considered for conditions which can be demonstrated, and the Owner agrees, had an adverse effect on the critical path of the scheduled construction. The Contractor shall keep a log on site documenting the weather conditions at the site each day. The Contractor shall not be entitled to any increase in the Contract Price be reason of such delays or disruptions. Requests for an extension of time pursuant to this subparagraph shall be submitted to the Architect not later than the fifteenth day of the month following the month during which the delays or disruptions occurred, and shall include documentation demonstrating the nature and duration of the delays or disruptions.

Article 15    Delete 15.2 Control Estimate

Article 17    Add to 17.1

The Contractor shall be solely responsible for payment of all costs of applicable insurance, storage and transportation to the site for materials and equipment stored off the site.

The Contractor shall file the original and one certified copy of all policies with the Owner prior to execution of the contract. In the submission of the Certificate of Insurance, the Insurance Company in every case must agree to providing notice of cancellation of any insurance to the Lackland Independent School District at least thirty (30) days prior to such cancellation to policies by certificates. The Lackland ISD shall be named on the policy as additional insured in the automobile and comprehensive general liability insurance.

If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner then the Contractor shall bear all reasonable costs properly attributable thereto.

17.1.2 Comprehensive General Liability:

<u>Occurrence</u>	\$1,000,000.00
<u>Aggregate</u>	\$1,000,000.00
<u>Personal Injury</u>	\$1,000,000.00 each person (Coverage to include groups
A, B, & C w/exclusion "C"	\$1,000,000.00 general aggregate removed.)
<u>Property Damage</u>	\$500,000.00 each occurrence (with "XCU" exclusion removed) \$500,000.00 aggregate
Independent Contractors	(Same limits as above)
Contractual Liability	(Same limits as above)
Products and Completed Operations	(Same limits as above, for one (1) year commencing with issuance of final Certificate for Payment.)

17.1.3 Automobile Liability:

<u>Bodily Injury</u>	\$1,000,000.00 each occurrence
<u>Property Damage</u>	\$1,000,000.00 each occurrence

Delete 17.1.4 and replace as follows:

Provide the following in addition to other coverages required.

<u>Umbrella or Excess Liability</u>	\$2,000,000.00
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17.1.5 The Contractor shall provide an endorsement to the Worker's Compensation policy which grants waiver of subrogation in favor of the Lackland ISD. The Lackland ISD shall be listed as additional insured on the Contractor's General Liability Coverage. The Contractor shall provide Builders Risk Coverage for the amount of their improvements.

<u>Worker's Compensation:</u>	Statutory (Including Waiver of Subrogation Endorsement)
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17.1.6 Employer's Liability: \$100,000.00

Add to 17.1.10:

The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such bonds in the State of Texas.

Replace 17.2.2.1 with the following:

The Contractor shall purchase and maintain Builder's Risk and Extended Coverage insurance upon the entire Work at the site in the amount of 100% of the value of construction. Such insurance shall be in a company or companies against which the Owner has no reasonable objection. This insurance shall include the interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the Work and shall include "all risk" insurance for physical loss or damage including, without duplication, theft, vandalism, malicious mischief, collapse, and water damage.

If this insurance is written with stipulated amounts deductible under the terms of the policy, the contractor shall pay the difference attributable to deductions in any payments made by the insurance carrier on claims paid by this insurance.

Add to 17.3.1:

The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PERFORMANCE BOND (AIA Form No. A312: December 1984 Edition), in an amount equal to ONE HUNDRED PERCENT (100%) of the total combined accepted bid(s).

The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PAYMENT BOND in the form required by TEXAS STATUTES, in the amount equal to ONE HUNDRED PERCENT (100%) of the total bid as security for payment of all persons performing labor and furnishing materials in connection with this Contract. (Bonding Company is to furnish such forms)

All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by the Lackland ISD to have a rating of not less than "B" in the latest edition of Best's Insurance Reports, Property-Casualty. The surety company shall provide, if requested, information on bonding capacity, other projects under coverage and shall provide proof to establish adequate financial capacity for this project.

Article 21 Delete paragraphs 21.6, 21.7, 21.8 and 21.9

Add 21.12:

Venue for any mediation or lawsuit arising under this contract shall be in Bexar County, Texas.

Superseded General Decision Number: TX20240231

State: Texas

Construction Type: Building

County: Bexar County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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
1	03/07/2025

ASBE0087-014 06/03/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 29.50	8.79

\* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 33.17	24.92

ELEC0060-003 01/01/2024

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 33.50	18%+5.45

ELEC0060-004 01/01/2024

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 33.50	18%+5.45

\* ELEV0081-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.11	38.435+a+b

FOOTNOTES:

a. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

b. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

ENGI0450-002 04/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes.....	\$ 39.47	10.39

IRON0066-013 06/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.75	7.53

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.26	8.13

PLUM0142-009 07/01/2024

	Rates	Fringes
HVAC MECHANIC (Electrical Temperature Control Installation & Unit Installation Only).....	\$ 36.87	11.48
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 36.87	11.48
Including HVAC Pipe Installation		
PLUMBER.....	\$ 36.87	11.48
Excludes HVAC Pipe Installation		

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SFTX0669-002 01/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.15	24.47

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SHEE0067-004 07/03/2024

	Rates	Fringes
Sheet metal worker Excludes HVAC Duct Installation.....	\$ 32.24	15.89
HVAC Duct Installation Only.	\$ 32.24	15.89

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\* SUTX2014-006 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 22.15	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 17.83	0.00
CARPENTER (Form Work Only).....	\$ 13.63 **	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 16.86 **	4.17
CAULKER.....	\$ 15.00 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 22.27	5.30
DRYWALL FINISHER/TAPER.....	\$ 13.81 **	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 15.18 **	0.00
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 20.39	3.04
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
LABORER: Common or General.....	\$ 10.75 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.88 **	0.00

LABORER: Mason Tender - Cement/Concrete.....	\$ 12.00 **	0.00
LABORER: Pipelayer.....	\$ 11.00 **	0.00
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
LABORER: Landscape and Irrigation.....	\$ 8.00 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.98 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 14.00 **	0.00
OPERATOR: Bulldozer.....	\$ 14.00 **	0.00
OPERATOR: Drill.....	\$ 14.50 **	0.00
OPERATOR: Forklift.....	\$ 12.50 **	0.00
OPERATOR: Grader/Blade.....	\$ 23.00	5.07
OPERATOR: Loader.....	\$ 12.79 **	0.00
OPERATOR: Mechanic.....	\$ 18.75	5.12
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 12.00 **	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.07 **	0.00
ROOFER.....	\$ 12.00 **	0.00
TILE FINISHER.....	\$ 11.32 **	0.00
TILE SETTER.....	\$ 14.94 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

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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.

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END OF GENERAL DECISION"





# ALEO Environmental Enterprises, Inc.

Environmental Consulting Services

October 31, 2012

Mr. Will McDowell  
Lackland Independent School District  
2460 Kenly Avenue, Building 8265  
San Antonio, Texas 78236

NOTE: ALL ASBESTOS CONTAINING  
MATERIALS WERE REMOVED IN  
PREVIOUS PROJECTS.

**RE: Asbestos-Containing Building Material and Lead-Based Paint Survey  
Buildings 8232, 8228, 8224, 8220 and the Gymnasium,  
Lackland Independent School District, LAFB, TX**

Dear Mr. McDowell

An asbestos and lead-based paint sampling was accomplished at the referenced buildings on October 15-17, 2012. The survey was accomplished by Ms. A. Denese Huntsberry, R.E.M., Individual Asbestos Consultant, DSHS License # 10-6055 and Lead Risk Assessor, DSHS Certification # Lead Risk Assessor DSHS Certification # 207-0165 of ALEO Environmental Enterprises, Inc., Asbestos Consultant Agency, DSHS License N<sup>o</sup> 10-0418 and Lead Firm Certification # 211-0531.

The ACBM survey was conducted in accordance with the EPA *Guidance for Controlling Asbestos-Containing Materials in Buildings*, EPA 560/5-85-024, June 1985, Texas Asbestos Health Protection Rules (25 TAC 295), 2005, which requires that an asbestos survey be accomplished prior to demolition, renovation, and/or alterations that include the demolition of interior building materials and/or remodeling for any commercial structure. Lead-based paint concerns for these buildings is based on demolition and disposal plans for the building materials.

*EXCLUSION: The survey was limited to readily accessible building materials at the property. No destructive sampling was accomplished. Asbestos surveys accomplished for renovation or demolition activities are generally limited to materials identified (by the owner representative) as materials that will be disturbed during renovation or demolition activities. If any suspect asbestos or lead-based paint materials, not identified in this survey, are uncovered during any demolition or renovation activity, please contact ALEO Environmental Enterprises, Inc. (ALEO) immediately for further assessment.*

## INTRODUCTION

**ASBESTOS.** Construction materials containing asbestos have been used extensively in buildings. Asbestos possesses excellent properties for fireproofing and insulation materials. Asbestos may be found in: (1) cement products; (2) spray applied or trowel applied materials on ceiling, walls, and other surfaces; (3) insulation on pipes, boilers, tanks, ducts, and other equipment; (4) vinyl floor tiles; (5) roofing felts; (6) flooring coating and (7) other miscellaneous products. Friable asbestos material is any materials that contain more than 1 percent asbestos by weight, which can be crumbled, pulverized, or reduced to powder, when dry, by hand pressure. Some of these asbestos-containing materials are not considered friable now, but could become friable if not properly managed and maintained under an asbestos management program.

The presence of asbestos does not mean that there is a significant health risk to the property occupants. As long as asbestos-containing materials remain in good condition and are not disturbed, exposure is unlikely. Material sampling conforms to the requirements in the 40 CFR 763.88. The sampling methods and strategies are outlined below for the three basic classifications of asbestos materials: friable surfacing materials, thermal system insulation, and miscellaneous material.

The sampling scheme ALEO Environmental Enterprises, Inc. (ALEO) utilizes for selecting sampling locations in buildings is the EPA method identified in their document, "Asbestos in Buildings: Simplified Sampling Scheme for Friable Materials," EPA 560/5-85-030a, October 1985. Samples are selected according to homogenous areas. "Homogenous area" means an area of surfacing material, thermal system insulation, and miscellaneous asbestos materials that is uniform in color and texture, construction/application date and general appearance. At least three randomly distributed samples are collected from each homogeneous thermal insulation system. Samples are also collected on patched and fitting areas of thermal system insulation. At least one sample is collected in homogeneous miscellaneous materials (non public buildings or exterior surfaces). At least three samples are collected of friable surfacing materials homogeneous areas. The 3-5-7 rules stipulated by the EPA is used for friable surfacing materials.

The Standard applies only to materials containing more than 1% friable asbestos. Asbestos containing material according to the State of Texas Asbestos Health Rules is any building material containing greater than 1% asbestos. Revisions to the asbestos National Emissions Standard for Hazardous Air Pollutants (NESHAP) were promulgated on November 20, 1990. These include a requirement to point count in order to quantify asbestos in samples where the content is below 10%. The intent of the revision is to improve quantitative analysis of asbestos for all applications. Samples where no asbestos is detected do not have to be point counted. If asbestos is detected, but is less than 10%, the owner or operator of the building may elect to (1) assume the amount to be greater than 1% and treat the material as asbestos or (2) require verification of the amount by point counting. It is ALEO's policy to treat all samples with detectable levels of asbestos fibers as asbestos-containing material and to recommend a point count, using a mechanical stage and random point reticule, for all samples found to be 1% or less. The owner or operator of the building may elect to conduct further testing of samples that range from greater than 1% to 10% before treating the material as asbestos

#### **LEAD BASED PAINT.**

Various standards currently define lead based paint. The applicable standards to this project include the OSHA requirements, for worker protection performing the renovation and the environmental requirements for disposal of materials painted with lead based paint.

The lead content of paint on surfaces can be determined by removing all layers of paint from a painted surface (excluding any substrate material) and having it analyzed by an atomic absorption spectroscopy procedure. The US Environmental Protection Agency (EPA) and Housing and Urban Development (HUD) define lead-based paint as those paints containing greater than 1 milligram per centimeter squared, 0.5% lead by weight, 5000 parts per million, 5000 microgram per kilogram (mg/kg) providing minimal amounts of substrate are present in a paint chip sample. Those samples containing less than these measurement of lead by weight are not considered lead-based paints.

Paint chip samples are analyzed by using procedures described in Environmental Protection Agency (EPA) publication SW-846 (*Test Methods for Evaluating Solid Waste, Physical/Chemical Methods*), Method 3050. Results were reported by the laboratory in micrograms of lead per kilogram of sample. For comparison purposes 5,000 mg/kg and 0.5% are synonymous: for this report, results from the laboratory are reported as parts per million of lead and the total weight of lead in the sample present.

## FINDINGS

### ***Asbestos.***

A review of the Texas Association of School Boards, 3 Year Asbestos Re-Inspection for Lackland I.S.D. indicated that the only remaining asbestos material on the buildings is the gray caulking on the lower window frames. The Asbestos Management Plan for the School District indicated that asbestos containing flooring, thermal system insulation and ceiling material had been removed from the buildings in 1997 or 2002 abatement projects and the buildings had been remodeled or renovated during this time period. Previous asbestos surveys also identified an asbestos vibration damper on the HVAC system in the Elementary Gymnasium. The visual survey of the buildings confirmed these findings.

The lower windows are covered with iron screens. The asbestos caulking is between the window frame and the brick structural wall. There are 18 windows on Buildings 8232, 18 windows on Building 8228, 11 windows on Building 8224 and 17 windows on Building 8220, for a total of 64 windows.

### ***Lead Based Paint.***

Lead-based paint testing was requested for Building 8220 kitchen, cafeteria dining area, and office areas; the gymnasium stairs and restrooms; and the Teachers Resource and Academic Center (TRAC) area. The surfaces in these areas are coated with one to three layers of paint. Paint chip samples were scraped from an area of approximately 1 square inch to the substrate underneath each coating.

The specific sample locations are as follows:

Bldg 8220 - Cafeteria Upper wall	Tan
Bldg 8220 - Cafeteria Upper wainscot	Lt Blue
Bldg 8220 - Cafeteria - Wainscot lower	Dk Blue
Bldg 8220 - Office - Concrete wall	Tan, Beige, Green
TRAC (Old) Walls - Middle surface	Lt Blue
TRAC (Old) Baseboards	Grey/Yellow
TRAC - (Old) Shelves	Grey/yellow
Gym - Stage stairs	Green/white
Gym - Restroom wall	Grey/Beige

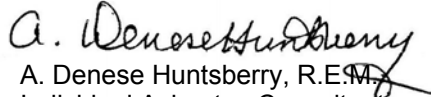
The results of paint chip sample analysis indicate that no lead in amounts greater than or equal to 0.5% by weight was found on any of the painted surfaces or substrates. Therefore, none of the paints are considered to be lead-based paint.

## RECOMMENDATIONS.

The window caulking around the 64 lower windows and the HVAC vibration damper must be removed prior to any activities that may disturb the asbestos in the materials. The asbestos abatement must be conducted by a licensed asbestos abatement contractor and the project design and management must be accomplished by a licensed asbestos consulting agency.

We appreciate the opportunity to work with you. If you have any questions concerning this survey, please call.

Sincerely,

  
A. Denese Huntsberry, R.E.M.  
Individual Asbestos Consultant  
DSHS License # 10-5460

Attached:           Chain of Custody  
                          Laboratory Results  
                          Photographic Documentation