



**NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT
REQUEST FOR PROPOSALS**

FOR

RFP No. #23-02 DEMOLITION OF NBISD SCHOOL

BUILDING

RFP DEADLINE: BY 2:00 PM CST on MARCH 02, 2023

REQUEST FOR PROPOSALS FOR RFP #23-02

Demolition of NBISD School Building:

Carl Schurz Elementary

633 W. Coll St.

New Braunfels, Comal County, Texas

CITY BLOCK 4060, LOT A & B

RFP Responses Due by

2:00PM CST on Thursday, MARCH 02, 2023

New Braunfels Independent School District

1000 N. Walnut Street, New Braunfels, Texas 78130

830-643-5727

lydiaseigal@nbisd.org

Legal Description on Comal Appraisal District site is: CITY BLOCK
4059, LOT 10-11-12-13, CITY BLOCK 4060, LOT A & B

New Braunfels INDEPENDENT SCHOOL DISTRICT
REQUEST FOR PROPOSALS FOR

Demolition of NBISD School Building:

at: 633 W. Coll St.

New Braunfels, Comal County County, Texas

RFP # 23-02 Demolition of NBISD School Bldg.

Direct Questions to:

Lydia Seigal, Purchasing/Contracting Specialist
New Braunfels Independent School District
1000 N. Walnut
New Braunfels, Texas 78130
Phone: 830-643-5727
Email: lydiaseigal@nbisd.org

Proposals will be received at:

New Braunfels Independent School District
ATTENTION: Lydia Seigal, Purchasing/Contracting Specialist
1000 N. Walnut
New Braunfels, Texas 78130

Proposals will be received until:

RFP Responses Due by 2:00PM CST on Thursday, MARCH 02, 2023
**Proposals received after the deadline will be refused and
returned to the vendor.**

Proposals will be opened on:

Thursday, MARCH 02, 2023 at 2:30 p.m.
Proposal will be opened and tabulated and presented for
consideration by the NBISD Board of Trustees at a meeting to be
announced. (March 6, 2023 Discussion/ April 03, 2023 Awarded chosen)

Number of Copies:

Submit the **original, one (1) copy of original, along with one (1)
electronic copy** of the signed proposal sheets, certifications,
and supporting data in a sealed envelope or box marked as follows:

"RFP #23-02: Demolition of NBISD School Bldg.

NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT
SECTION 2: GENERAL CONDITIONS

1. Scope of the Proposal

It is the intention of the New Braunfels ISD ("NBISD") to contract for: New Braunfels ISD School Building Demolition
at: 633 W. Coll St.
New Braunfels, Comal County, Texas

Legal Description on Comal Appraisal District site is: CITY BLOCK 4059, LOT 10-11-12-13, CITY BLOCK 4060, LOT A & B

Multiple contracts may or may not be assigned. The District reserves the right to accept or reject any or all proposals and may award this contract on an "All or None" basis.

2. Applicability – These conditions are applicable and form a part of all contract documents and a part of the terms of all purchase orders for items included in the specifications and forms issued herewith.

3. Delivery Conditions – NBISD does not accept receipt of faxed or e-mailed proposals. An original signature on the attached acknowledgment forms in a sealed envelope is the only acceptable form of submittal. All deliveries shall be freight prepaid F.O.B. destination.

4. Specifications – All deviations from the District's specifications on the Vendor Exceptions Form.

5. Evaluation – In evaluating qualified proposals the following considerations may be taken into account for award recommendations: price, reputation of the Vendor and of the Vendor's services, the quality of the Vendor's services, the extent to which the services meet the District's needs, the Vendor's past relationship with the District, the total long-term cost to the District to acquire the Vendor's goods or services, whether the Vendor or the Vendor's ultimate parent company or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas, and any other relevant factors specifically listed in the request for proposals. NBISD administration will review and rank the proposals and make the recommendation to the NBISD Board of Trustees when required by law. NBISD does not intend to award a contract fully on the basis of any response made to the proposal. NBISD reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with the Vendor whose proposal is deemed to best meet NBISD's specifications and needs.

6. Conditions Governing Samples – When the specifications call for samples to be submitted with the bid or proposal, samples shall be delivered by the bidder to the attention of Dr. Clint McClain, Assist. Superintendent of Finance and Operations prior to the opening of the bids and placed in a location designated for examination of such samples. Each sample shall be clearly tagged to show the bidder's name and address and item number for which the sample is proposed. Sample items from the successful bidder shall be retained until contract completion for the purpose of determining that the quality and/or workmanship of the delivered items are comparable to the sample.

7. Contracts for purchase will be put into effect by means of a purchase order executed by the NBISD

Finance and Operations after contract(s) have been awarded.

8. **Procedures** – NBISD will not be responsible for any goods delivered or services performed without a properly drawn purchase order signed by an authorized agent.
9. **Terms of Payment** – NBISD will pay all invoices for accepted merchandise or service no later than 45 days from date of acceptance or delivery as set forth in the specifications for this proposal.
10. **Quantities Required** – If applicable, quantities required are substantially correct but the District's estimate of anticipated needs are subject to change depending on budgetary adjustments and other factors. The District reserves the right to purchase more or less than the estimated quantities on a unit basis at the unit price unless otherwise specified by the bidder.
11. **Insurance** – Any vendor whose personnel, vehicles or equipment come in contact with the personnel property or equipment of NBISD must have sufficient insurance to cover any damages. A copy of the Vendor's certificate of insurance coverage for general liability, automobile, and worker's compensation must accompany the proposal submission.

NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT

SECTION 3: GENERAL INFORMATION

I. GENERAL INFORMATION

1.1 Purpose

New Braunfels Independent School District ("NBISD" or the "District") desires to receive proposals from qualified vendors (the "Vendor") to provide building demolition in accordance with the terms, conditions, and specifications established herein.

1.2 Proposal Information

1.201 Submission of Proposals

Proposals subject to all conditions and specifications attached hereto shall be signed, bound, and marked "**RFP #23-02 School Building Demolition**" Mail or hand-deliver the original and one (1) copy of the original, and one (1) original electronic copy of the proposal to:

New Braunfels Independent School District
ATTENTION: Lydia Seigal, Purchasing/Contracting Specialist
1000 N. Walnut
New Braunfels, Texas 78130

In accepting proposals, the District reserves the right to reject any and all proposals and to waive any formalities in order to take the action which it deems to be in the best interest of the District.
Faxed or emailed proposals will not be accepted

1.202 Late Proposals

Any proposal received after the deadline shall be considered late and will be returned unopened to the vendor.

1.203 Modification or Withdrawal of Proposals

Any proposal may be modified or withdrawn provided such modification or withdrawal is submitted prior to the deadline. Any withdrawal or modification received after the deadline shall be considered late. Any proposal authorized by the District to be withdrawn after the submission deadline will be null and void and may no longer be considered for award.

1.204 Proposal Tenure

Unless withdrawn in accordance with the RFP, all proposals shall be considered firm offers until the date of the award of the contract. Failure of the successful bidder to accept the obligation of the proposal may result in the cancellation of any award.

1.205 Review of Proposals

Proposals will be opened following the deadline. Following the opening, District representatives will review and analyze proposals to determine the best overall proposal that meets the needs of the program. The District shall have the right to obtain, from any and all sources, information concerning a Vendor which is deemed pertinent to this RFP and to consider such information in the evaluation of any proposal.

1.206 Irregularities in Proposals

Except as otherwise stated in this RFP, evaluation of all proposals will be based upon information contained in the Vendor's response to this RFP. The District shall not be held responsible for errors, omissions, or oversights in the Vendor's response to this RFP. The District may waive technical irregularities in the form of the proposal which do not alter the price, quality, or quantity of the services or items of tangible personal property offered.

The District shall have the right to reject proposals containing a statement, representation, warranty, or certification which is determined by the District to be materially false, incorrect, misleading, or incomplete. Additionally, any errors, omissions, or oversights of a material nature may constitute grounds for rejection of any proposal.

The inability of a Vendor to provide one or more of the required components or specified features or capabilities required by the RFP does not, in itself, preclude acceptance by the District of the proposal. All proposals will be evaluated as a whole in the best interest of the District.

1.207 Cancellation of RFP or Rejection of Proposal

This RFP may be canceled or any or all proposals may be rejected in whole or in part when it is in the best interest of the District.

1.208 Oral Presentations

Any Vendor who submits a proposal in response to the RFP may be required to make an oral presentation of that proposal to the District upon the District's request. The District shall schedule the times and locations for any such presentations, if required.

The District will not be responsible for any costs or expenses incurred by a Vendor in making a presentation.

1.209 Amendments to RFP

If it becomes necessary to revise any part of this RFP, or if additional information is necessary to clarify any provision of the RFP, the revision and/or additional information will be will be posted to the NBISD website.

The District will extend the due date if such amendments significantly amend this RFP or make compliance with the original due date impractical.

1.210 Award Notice

All Vendors will be notified regarding the status of the selection process or ultimate award of this contract. An award of a contract shall be contingent upon successful negotiation of a final Contract within thirty (30) calendar days of the date of the award, which shall include, but not be limited to, the provisions of this RFP and the provisions of the proposal submitted by the successful Vendor.

1.211 Availability of Proposals

After award, each proposal, except those portions for which the Vendor has made a written request for confidentiality, shall be open to public inspection.

1.212 Retention of Proposals

All proposals considered by the District shall become the property of the District and shall not be returned to the Vendor. The District shall have the right to use any ideas contained in any proposal. Acceptance or rejection of a proposal shall not affect this right.

1.213 Incurred Expenses

The District shall not be responsible for expenses incurred by a Vendor in preparing and submitting a proposal.

1.214 Waiver of Claims by Vendor

This RFP and any amendments to it, shall form the sole basis for the preparation and submission of any proposals. Each Vendor must submit a sworn statement attesting to the fact that the Vendor fully understands and is in compliance with and shall abide by all requirements, specifications, terms and conditions of this RFP and shall not make any claim for damages or relief or assert any cause of action because of any alleged misunderstanding or lack of information relating to the RFP.

1.215 Confidential or Proprietary Markings

Responses to this RFP become the exclusive property of the District. Proposals will be opened by the District so as to avoid disclosure of contents to competing Proposers and kept secret during the process of negotiation. Content of proposals will not be publicly read. After contract award, proposals submitted become a matter of public record, and, upon request, shall be open for public inspection, with the exception of those portions of each proposals which are defined by the Proposer as business or trade secrets and are clearly marked as "Trade Secret," "Confidential," or "Proprietary." Trade secrets and confidential information contained in the proposals and clearly marked and identified as such shall not be open for public inspection at any time.

It is the responsibility of the Proposer to clearly mark and identify all portions of the proposal that, in the Proposer's opinion, contain trade secrets, confidential information, or other proprietary information. The District recommends the use of the legend "RFP-Confidential," "RFP-Proprietary," or words to that effect on each section of the proposal for which the Proposer claims confidential, trade secret, or proprietary status. Prefacing the entire proposal with a single confidential or proprietary statement is discouraged and may not constitute sufficient designation of trade secrets and confidential information.

The District shall not in any way be liable or responsible for the disclosure of any such records or proposals or portions thereof, if they are not clearly marked as "Trade Secret," "Confidential," or "Proprietary," or if disclosure is required by the Texas Public Information Act, or other applicable law or judicial order. If a third party challenges the trade secrets or confidential nature of certain information, it will be the responsibility of the Proposer to defend that challenge.

II. QUALIFICATIONS

2.1 General

Vendors interested in submitting a proposal must meet the following qualifications:

2.101 Vendor Experience & Certification

The Vendor must provide contact information for at **least three (3) references for similar projects in Texas.**

2.102 Proof of Insurance

The Vendor must provide proof of required and adequate insurance coverage to the District prior to commencement of contract as outlined in Section 4.101.

2.103 Site Inspection

A site walkthrough is included as part of the mandatory pre-bid conference. No site visits should be made without prior knowledge and approval of the District.

2.104 Form 1295

The awarded Vendor must complete Form 1295, which is required by the State of Texas, prior to the official contract award. Information regarding this requirement is attached with the other required forms.

III. SCOPE OF WORK

3.1 Scope Services

New Braunfels Independent School District ("NBISD" or "District") requests proposals from interested and qualified companies for building demolition according to the specifications and schedule included in **Sections 4 and 5 of this RFP.**

IV. OTHER CONTRACT PROVISIONS

4.1 General

4.101 Insurance

(a) The Vendor will provide or maintain workers' compensation coverage throughout the Contract, for the benefit of such employees as are required to be covered by the provisions of the worker's compensation laws.

(b) The Vendor will purchase and maintain motor vehicle liability insurance coverage with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Texas No Fault Insurance law, including residual liability insurance with a minimum combined single limit of \$1,000,000 for each accident, covering property damages or damages because of bodily injury or death of any person arising out of the ownership, maintenance or use of any motor vehicles by the Vendor or anyone hired by the Vendor or acting on behalf of the Vendor, whether agents, employees, independent Vendor, or otherwise.

(c) The Vendor will purchase and maintain comprehensive/commercial general liability insurance throughout this Contract, which shall be written on an occurrence basis on a Standard Approved Comprehensive General Liability Policy form, with the District as an additional insured, for a combined single liability limit of not less than \$1,000,000 per occurrence including bodily injury, property damage and wrongful death. Such insurance shall cover personal injury, products and completed operations, and contractual liability.

The Vendor will furnish the District with certificates showing that all insurance required by the terms of the Contract is in effect and that the protection afforded under each insurance policy providing the required insurance will not be canceled or reduced until at least thirty days' prior notice has been sent to the District by the insurance company or agent, such notice to be provided by registered or certified mail, return receipt requested.

Enumeration in the Contract or in this RFP of the kinds and amounts of liability insurance will not abridge, diminish or affect the Vendor's legal responsibilities for the consequences of accidents or occurrences arising out of or resulting from the performance of the Contract or any acts or failures to act by the Vendor or anyone hired by the Vendor or anyone acting on behalf of the Vendor, whether agents, employees, independents Vendors or otherwise.

All insurance policies are to be maintained at the Vendor's own expense. Contractor will furnish certificates of insurance within 10 days after receipt of award notification. The District shall be included as an additional insured. The contractor will maintain the following type of coverage with the required minimum limits with an insurance carrier authorized to do business in the State of Texas by the State Board of Insurance and will be written by companies with A.M. Best ratings of A or better.

4.102 Vendor's Personal Property

In the event of damages to or destruction of personal property owned by the Vendor, its agents, or employees, the District will not have any responsibility to repair or replace the property or reimburse the Vendor, its agents, or employees, regardless of who caused the damages to or destruction of the property.

4.103 Default

In the event the Vendor fails to purchase and maintain all insurance required by the contract, the District will have the right to cancel and terminate the contract immediately and without notice. In the event the Vendor fails to comply with any other terms of the contract, including any regulations adopted by the District, the District may notify the Vendor of such failure or default (hereafter collectively referred to as "default") and demand that the default be remedied within

ten days, and in the event the Vendor fails to remedy the default within the ten day period, the District will have the right to cancel and terminate the contract without further notice. The rights of the District set forth in this paragraph are in addition to any other rights the District may have under the contract or the laws of Texas.

4.104 Costs and Attorneys' Fees Upon Default

The Vendor will reimburse the District for all expenses including costs and attorney's fees occasioned by default of the Vendor. If any legal proceedings become necessary with regard to the Contract, the District will be entitled to costs and attorney's fees.

4.105 Indemnity

The Vendor will protect, defend, and indemnify NBISD, its officers, agents, volunteers, and employees from any and all liabilities, claims, liens, fines, demands, and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Vendor's own employees, and for loss or damage to any property, including property owned or in the care, custody, or control of NBISD in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance, or nonperformance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

4.106 Status of Vendor

The Vendor, its agents and employees, are independent Vendors performing services for the District and are neither employees of the District nor of the State of Texas. As such, the Vendor, his agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the District or of the State of Texas.

4.107 Assignment

The Vendor shall not assign or transfer any interest in this contract or assign any claims for money due or to become due under the contract without the prior written approval of the District.

4.108 Subcontracting

The Vendor shall not subcontract any portion of the services to be performed under this contract without prior written approval of the District.

The Vendor will not hire any NBISD employee for any of the required services without the District's written approval.

The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either fully owned or affiliated with the Vendor. For purposes of this contract, the term "offshore" refers to any area outside the contiguous United States, Alaska, or Hawaii.

4.109 Release

The Vendor, upon final payment of the amount due under the contract, releases the District, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under the contract. The Vendor agrees not to purport to bind the District to any obligation not assumed by the District, unless the Vendor has express written authority to do so, and then only with the strict limits of that authority.

4.110 Confidentiality

Any confidential information provided to or developed by the Vendor in the performance of the contract shall be kept confidential and shall not be made available by the Vendor to any individual or organization without the prior written approval of the District.

4.111 Compliance with Laws

The Vendor will comply with all laws, ordinances, and rules and regulation of any federal, state, or local government bureau, depart, or agency which are applicable to the performance of the contract, including, but not limited to OSHA and federal Department of Transportation and state Department of Motor Vehicles requirements.

Except for a publicly-held corporation, successful Vendor must give advance notice to PISD if the person or an owner or operator of Vendor has been convicted of a felony. Failure to give such notice or misrepresentation of the conduct resulting in a conviction will be grounds to terminate the contract.

4.112 Non-Discrimination& Equal Opportunity Compliance

It is the policy of New Braunfels ISD not to discriminate on the basis of race, color, national origin, sex, or handicap in its vocational programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

The Vendor will not discriminate against any employee or applicant for employment because of sex, sexual preference, marital or parental status, race, color, creed, age, national origin, or handicaps and will make diligent and continuing efforts to ensure that all employees and applicants for employment are afforded equal employment opportunities without discrimination.

4.113 Notices

All notices which are required to be given with respect to the contract shall be in writing. Except as otherwise stated in the contract, each notice shall be sent by regular first class mail to the party to be notified as follows:

The District: New Braunfels Independent School District
ATTENTION: Lydia Seigal, Purchasing/Contracting Specialist
1000 N. Walnut
New Braunfels, Texas 78130

The Vendor: Vendor Name
 Mailing Address
 City, State, Zip
 Attn:

Each notice will be deemed to have been given three (3) days after mailing. These procedures for giving notice will not be construed to preclude personal service of any notice at the above or other locations or the mailing of notices by registered or certified mail, return receipt requested. Any change in the party to be notified or the party's address shall be made in accordance with the procedures set forth in this paragraph.

4.114 Inconsistent Provisions

If the terms of the proposal submitted by the Vendor conflict with any other part of the contract, any conflicting term in the proposal submitted by the Vendor will be deemed to be void and of no effect.

4.115 Amendments to Contract

The contract shall not be altered, changed, or amended except by an instrument in writing executed by the parties.

4.116 Contract Term

The contract term is for the single project period.

4.117 Applicable Law

The contract shall be governed by the laws of the State of Texas. The exclusive venue of any dispute or legal proceeding relating to this solicitation or any related contract will be Gregg County, Texas.

4.2 Payments

4.201 Sales Tax Exemption

The District is exempt from taxation on material under the Texas Limited Sales, Excise and Use Tax on any purchase, lease, or rental of tangible personal property and will issue Certificates of Exemption from the Texas State Sales Tax.

4.202 Payment Terms

The District will make all payments in accordance with Texas Government Code Sec. 2251.021. Payments will be made on or before the 45th day after the later of:

- (a) the date goods or services are received under the contract;
- (b) the date the performance of the service under the contract is completed; or
- (c) the date the District receives an invoice for the goods or service.

New Braunfels INDEPENDENT SCHOOL

DISTRICT SECTION 4: SPECIAL CONDITIONS

1. SCOPE – New Braunfels Independent School District (“New Braunfels ISD”, “NBISD”, or “District”) requests proposals from interested and qualified contractors for the demolition of the Legal Description on Comal Appraisal District site is: CITY BLOCK 4059, LOT 10-11-12-13, CITY BLOCK 4060, LOT A & B The Contractor will supply all labor, materials, and supervision necessary, including moving equipment and vehicles, to perform the job in a reasonable time frame, once the proposal is approved by the NBISD Board of Trustees, as coordinated with District officials.
2. APPLICABILITY – These conditions are applicable and form a part of the contract documents for each purchase order and a part of the terms of each purchase order for items included in the specifications and bid forms issued herein. In the event of any conflict between the standard terms and conditions listed in Sections 2 and 3 of this document and the special conditions of Section 4, the special conditions referenced in Section 4 shall prevail.
3. INFORMATION TO BE REQUESTED FROM CONTRACTOR – To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified. One original, 1 (one) copy of the original, and (1) electronic copy of the proposal will be required. The original shall contain all required forms with original signatures.

The Contractor’s proposal shall be submitted with tabs as set forth below:

Title Page

1. RFP Number & Title
2. Date
3. Name of Contractor’s firm, address, telephone number, name of contact person

Tab 1 – Letter of Transmittal

Limit to one or two pages.

1. Briefly state the Contractor’s understanding of the scope of services to be provided and make a commitment to provide the service.
2. Give the names of the persons who will be authorized to make representations for the Contractor, their titles, addresses, and telephone numbers.

Tab 2 – Proposal Submission Forms & Required Documents

Complete and return all forms in the order provided in the Request for Proposal along with copies of other required documents, such as licenses. The set of forms submitted in the proposal marked "original" require original signatures. Copies of the forms bearing original signatures should be included in each additional proposal.

4. EVALUATION OF PROPOSALS – Proposals will be opened in a manner that avoids disclosure of the contents to competing Contractors. Contents of proposals will remain confidential during the negotiations period. Only the proposal number and the identity of the Contractor submitting the proposal response will be made available to the public.

It is not the policy of NBISD to purchase on the basis of lowest price alone. In evaluating proposals submitted, the following considerations will be taken into account:

1. Years of Experience as General Contractor
2. Price Proposal (40 points)
2. Reputation of contractor and of contractor's goods or services
3. Quality of Contractor's goods or services
4. Extent to which proposed equipment meets District's needs
5. Contractor's past relationship with District
6. Long-term cost to the District to acquire Contractor's goods or services
7. Contractor's principal place of business is in the State of Texas, or employs 500 people in this state (either-or)*
8. Ability to service PISD account with proper staff and insurance requirements

AWARD CRITERIA TABLE:

	Criteria	Description	Max Points
1	Purchase/Contract Price (Max 40 points)	<ul style="list-style-type: none"> Proposal should offer a fair and reasonable price for services to be procured by New Braunfels ISD The District will consider the Price Proposal in the following formula: Low Cost Proposal/Individual Cost Proposal X45 =Points Awarded for Price Proposal 	45
2	Relevant Experience as a General Contractor (Max 20 points)	<p><u>Years of Experience as General Contractor: 10 points</u></p> <ul style="list-style-type: none"> The proposer must have experience as a general contractor, within the past five (5) years, in performing construction project services relevant to the subject of this project. Experience as a general contractor in delivering construction projects successfully for public entities, preferably for educational facilities or any relevant type of projects, is desired. The Proposer shall have a minimum of five (5) years' experience in staffing, managing and successfully completing construction projects similar in type, size and scope of work to the subject of this project. <p><u>References of Representative Projects: 10 points</u></p> <ul style="list-style-type: none"> Provide a minimum of five (5) references from separate public entities to include representative projects (dollar value and/or scope/size), the project name, the name of architect/engineer, cost of the project and the owner/contact person. All contact persons listed must include the following information: office phone number, cell number, fax number, email address. Consideration will be only be given to projects which are occupied or substantially complete. Construction projects of Educational Facilities similar in scope and nature to the project of this proposal are required to be submitted as references as representative projects. District reserves the right to contact clients other than those names provided by the proposer. This information may include, but is not limited to, historical data, letters of commendation, award citations, and performance data collected by a third party. 	25
3	Project Management Ability	<u>Company Profile/Organizational Structure/Construction Management Ability (5 points)</u>	15

		<ul style="list-style-type: none"> Proposer will provide evidence of sufficient resources to manage, staff, and successfully perform the work contemplated under this proposal. Provide a brief profile of proposer, including principal line of business, the year founded, number and location of offices, and number of employees. Identify any condition (bankruptcy, pending merger, pending litigation, planned office closures) that may enhance or impede proposer's ability to perform the services. <p><u>Qualifications/Experience of Company's Key Personnel (5 points)</u></p> <ul style="list-style-type: none"> Proposer shall provide the qualifications of the company's key personnel, including the corporate officers and management team members, as well as project managers. <p><u>Financial Strength, Ability and Condition Documentation, and Payment, and Performance Bonding Ability (5 points)</u></p> <ul style="list-style-type: none"> The proposer shall provide a copy of the most recent audited financial statements of its corporation or a compilation of financial statements prepared by an independent source. The proposer shall include evidence of its ability to obtain required bonds and insurance, and ability to cover operating expenses. Such evidence includes bank, bonding company, and creditor references, points of contact, and telephone numbers. 	
5	Proposer's Past Performance	<p>The contractor will provide evidence in the form of a narrative description, reference letters, bar charts and any other form of additional information that attests to their past performance and addresses at a minimum items a-c listed below. Evaluation of past performance will be based on consideration of all relevant facts and circumstances. PSD will consider whether the Proposer has consistently demonstrated a commitment to excellence in workmanship, a commitment to customer satisfaction, timely completion and quality of work, and proven technical and management ability.</p> <ol style="list-style-type: none"> <u>Ability to Remain on Schedule and Within Budget (5 points)</u> The contract shall provide evidence in the form of a narrative description, reference letters, bar charts and any other form of additional information that attests to past performance and ability to remain on schedule and achieve project budget goals. <u>Cooperation with District's representatives (5 points)</u> Cooperation with owner of project and staff; the past relationship of the Proposer with customers similar to District. The Proposer shall provide evidence in the form of a narrative description, reference letters, bar charts and any other form of additional information that attests to their past performance and ability to consistently demonstrated commitment to excellence in customer satisfaction and timely completion of work resulting in demonstrated minimal requests for change orders not initiated by District. <u>Safety Record (5 points)</u> Provide description of employee safety training program and project safety inspection programs that company provides, including documentation verifying current implementation and administration of continuous ongoing safety inspections and employee safety training programs. 	15

		Maximum Score:	100
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5. CONTRACT PERIOD – The contract award is for the time required to complete the job as specified, plus the warranty period, if applicable.
6. CONTRACT TERMINATION – The contract award or the Agreement resulting from this solicitation may be terminated or canceled under the following circumstances:
 - a. District may cancel or terminate the award or all, or any undelivered part, of the Agreement for convenience, upon thirty (30) days' written notice to Contractor.
 - b. For breach of contract by Contractor, immediately upon Contractor's default or breach under the agreement, so long as District provides Contractor written notice and thirty (30) days in which to cure such default to the reasonable satisfaction of the District. Breach of contract includes, but is not limited to, breach of warranties by Contractor, or if Contractor becomes insolvent or begins bankruptcy or reorganization proceedings.
 - c. District's right of termination or cancellation is in addition to other remedies District may have in law or equity.

Regardless of the reason for termination, the District's responsibility under the Agreement will be limited to payment for only those services performed and/or products delivered through the effective date of termination. Under no circumstances will Contractor be entitled to payment for anticipated profits, unabsorbed overhead, or interest on borrowing by reason of such termination.

7. APPROPRIATION & ALLOTMENT OF FUNDS – Performance by New Braunfels ISD under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature ("the Legislature") and/or allocation of funds by the New Braunfels ISD Board of Trustees ("the Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then New Braunfels ISD may terminate this Agreement without further duty or obligation under the Agreement. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of New Braunfels ISD.
8. WARRANTY – Contractor warrants to the District that all work is executed in accordance with the contract, complete in all parts and in accordance with approved practices and customs, and of the required finish and workmanship. Contractor further warrants that unless otherwise specified, all materials and equipment incorporated in the Work under the Contract are new. District may, at its option, agree in writing to waive any failure of the Work to conform to the Contract, and to accept a reduction in the Contract Sum for the cost of repair or diminution in value of the Work by reason of such defect. Absent such a written agreement, Contractor's obligation to perform and complete the Work in accordance with the specifications is absolute and is not waived by an inspection or observation by the district.
9. PROPOSALS TO BE HELD FIRM FOR 120 DAYS – A proposal submitted in response to this solicitation are considered an offer. All offers, including pricing, terms, and conditions must be held firm for a minimum of one hundred twenty (120) days from the date of the proposal deadline.
10. LIMITATIONS – This RFP is not an offer by the District to contract with any party responding to this RFP. This RFP does not commit the District to award a contract or to reimburse any applicant for costs incurred in submitting a proposal. The District, in its sole discretion, reserves the right to reject any or all proposals received, to negotiate all elements of a proposal and/or proposed contract with any

respondent, to waive any technicalities and formalities, to extend the deadline to submit a proposal, or to amend or cancel in part or in its entirety this solicitation.

11. BILLING INFORMATION –

New Braunfels
Attn: Accounts Payable
1000 North Walnut
New Braunfels , TX 78130

Payment will be made only from invoices referencing approved NBISD purchase order numbers. NBISD standard payment terms are net 30 days after receipt of invoice. Invoices should be provided to the District in a timely manner.

Contractors are requested to invoice the District within 30 days of providing product or services to the District.

12. QUESTIONS concerning this RFP shall be addressed to the Contract Specialist by e-mail

only to lydiaseigal@nbisd.org before the deadline specified in the RFP document. Answers that affect the outcome of the solicitation process will be shared on the NBISD website and by e-mail with all interested contractors as an official addendum.

NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT

SECTION 5: SPECIFICATIONS

5.1 TECHNICAL SPECIFICATIONS

The “Project” of which the “Work” of this Contract is a part, is titled “Demolition of NBISD school Buildings” and is composed of the complete site demolition and trash/debris removal of a brick building on a slab approximately square feet.

Legal Description on Comal Appraisal District site is: CITY BLOCK 4059, LOT 10-11-12-13, CITY BLOCK 4060, LOT A & B.

A. Work Included

Contractor shall provide all labor, material, equipment and supervision to complete the Work including but not necessarily limited to the following:

1. Provide site utility investigation drawings to the district prior to commencing of work.
2. Provide layout as required for demolition operations.
3. Provide all special engineering, shoring, scaffolding and/or equipment required for demolition operations.
4. Any salvage items will be listed and removed by the District prior to demolition work.
5. Contractor shall be responsible for removal and disposal of all items under, above, and within project limits.
6. All waste material shall become the property of the contract and shall be his/her sole responsibility to dispose of this material off the limits of the site to a state licensed landfill. Contractor will be required to provide documentation where disposed material is taken. Owner will not be responsible for waste material.
7. Contractor agrees that they shall assume sole responsibility for the job site conditions during demolition of the project, including safety of all persons and property.
8. Prior to building demolition, the contractor shall demolish, remove, salvage and make safe all electrical wiring.
9. Contractor is required to have a competent foreman on site every day and provide written documentation of review of safety for the days of operation.
10. Provide adequate manpower and/or overtime to meet construction schedule.
11. Contractor to provide dumpster for their scope of work and haul off all demolished materials.
12. Provide multiple mobilizations as required to complete scope of work as directed.
13. Protect all trees during demolition of building.
14. Obtain all permits as required.
15. Cap all plumbing and sewer
16. Providing fencing 100% around site during demolition.

Demolition Notes:

1. No earth-disturbing activities shall commence until all permits are obtained and perimeter erosion control measures are in place.
2. All demolition shall be closely coordinated with the District’s representative regarding items to be removed, etc. including any and all tree preservation. Removal, relocation and/or disposal of any pre-existing on-site trash, debris or stockpiles shall be included in the total

**NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT
RFP # 23-02 [Demolition of NBISD School building]**

REFERENCES: Proposal must include three references for which your firm has provided similar products/services within the last five (5) years. Please include company name, name of contact person and telephone number of references.

Please attach a brief description and photographs, if possible, of each project.

COMPANY NAME	CONTACT PERSON/TITLE	PHONE #
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Bidder, by signing and executing this bid, certifies and represents to the Premont Independent School District that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by § 1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that the Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the New Braunfels Independent School District concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the New Braunfels Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Premont Independent School District in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Firm Name: _____

Signed by: _____

Printed Name: _____

Title: _____

Mailing Address: _____

Telephone #: () _____ **Fax #:** () _____

E-Mail: _____

Date: _____

cost of demolition and shall be coordinated with the District's representative at all times.

3. Contractor shall use extreme caution to limit and not damage or destroy existing tree, roots, limbs or cause over compensation of the soils. Do not create low spots around trees. Discussion of trees to be left will take place with the awarded contractor prior to commencement of demolition.
4. Contractor shall comply with the fullest extent all regulations governing agencies regarding the demolition, removal, transportation and disposal of all demolition debris.
5. Contractor shall locate and remove all underground utility cables (electric, telephone, etc.) regardless of depth as part of the base bid.
6. Contractor shall locate and remove all underground utility piping, conduit, and cables, regardless of depth.
7. Contractor shall comply to the fullest extent with the latest OSHA standards for excavation and trenching procedures. Contractor shall use support systems, sloping, benching, etc. as necessary for these operations, and shall comply with all OSHA performance criteria.
8. Contractor shall be responsible for coordinating disconnection of all utilities serving the existing site with the appropriate utility company, and shall obtain approval from same to commence demolition activities. The District will initiate contact with the utility providers to expedite the disconnection of services.
9. Contractor shall be responsible for plugging the water well on the site and provide the District with a plugging report.
10. Existing structure to be demolished and disposed of in accordance with the authority having jurisdiction. Where foundation structure is removed backfill with clean clay compacted and covered with 4" of clean topsoil to adjacent grade to ensure no standing water.
11. Contractor shall not bury, dispose, or leave any materials on site after completion of project.
12. Contractor will coordinate with the District regarding covering the void in the two-story building when the adjacent hallway is demolished.

B. Related Work:

1. Contractor will obtain any required permits for the "Work" with all Authorities having Jurisdiction, prior to commencing the "Work"

C. Other Work:

1. [Asbestos] District (if required by Municipality, State or Federal requirements) shall provide evidence to the municipality permitting the project that an asbestos survey has been completed by a person licensed under the Texas Asbestos Health Protection Act to perform such a survey.
2. [Asbestos] The Contractor to review and familiarize themselves with District's Asbestos survey and plan and shall inform every worker that they use on this project as to the availability of these plans prior to starting any work.

5.2 SITE DEMOLITION

These specifications are provided as a supplement to the governing jurisdiction authority's standards and specifications. These specifications shall have precedence when no other governing guideline exists. Prior to any work on the site including demolition, dial 811 to call out utility locating company. Wait for utilities to be marked prior to start of work. "Call before you dig."

A. Section Includes

1. Demolition of designated site structures, retaining walls and foundations and removal of all materials from site.
2. Demolition and removal of drainage structures and utilities.
3. Filling voids in subgrade created as a result of removals or demolition.
4. Hazardous material compliance.

B. Related Sections

1. Site Clearing
2. Excavation and Fill
3. Erosion and Sedimentation Control
4. Tree Protection and Removal
5. Storm Water Pollution Prevention Plan (SWPPP)

C. Regulatory Requirements

1. Conform to applicable State and local codes for demolition of structures, safety of adjacent structures, dust control and runoff control.
2. Obtain required permits and licenses from appropriate authorities. Pay associated fees including disposal charge.
3. Notify affected utility companies before starting work and comply with their requirements.
4. Do not close or obstruct public or private roadways, sidewalks, or fire hydrants without appropriate permits or written authorization.
5. Conform to applicable regulatory procedures when hazardous or contaminated materials are discovered.
6. Conform to requirements of SWPPP regarding disposal offsite.

D. Project Record Documents

1. Accurately record actual locations of capped utilities and subsurface obstructions that will remain after demolition.

E. Fill Materials

1. Clean clay filler topped with 4" of clean topsoil.

F. Execution

1. Provide, erect and maintain erosion control devices, temporary barriers and security devices at proper locations.
2. Protect existing landscaping materials, appurtenances and structures which are not to be demolished. Conform with District prior to demolition of any trees. Protect trees to remain in accordance with Tree Protection and Removal. Repair damage caused by demolition operations at no cost to the District.
3. Mark location of utilities. Protect and maintain in safe and operable condition utilities that are to remain. Prevent interruption of existing utility service to occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities as acceptable to governing authorities and

District.

4. Notify adjacent owners of work that may affect their property, potential noise, utility outages or disruptions. Contractor to coordinate with District.

G. Demolition Requirements

1. Conduct demolition to minimize interference with adjacent structures or pavements.
2. Cease operations immediately if adjacent structures appear to be in danger. Notify authority having jurisdiction. Do not resume operations until directed by authority.
3. Conduct operations with minimum of interference to public or private access. Maintain ingress and egress at all times.
4. Sprinkle work with water to minimize dust. Provide hoses and water connections for this purpose.
5. Comply with governing regulations pertaining to environmental protection.
6. Clean adjacent structures and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing prior to start of work.

H. Demolition

1. Demolish buildings completely and remove from site using methods as required to complete work within limitations of governing regulations.
2. Demolish and remove all concrete slabs, regardless of depth below existing grade.

I. Filling Voids

1. Completely fill grade areas and voids resulting from demolition or removal of structures using specified fill material.
2. Ensure that areas to be filled are free of standing water, frost, frozen or unsuitable material, trash and debris prior to fill replacement.
3. Grade surface to match adjacent grades and to provide flow of surface drainage after fill placement and compaction.
4. Establishment of vegetation will be completed before payment of retainage will be made.
5. Re-establish grass for a minimum of one year after final acceptance.

J. Disposal of Demolished Materials

1. Remove from site all debris, rubbish and other materials resulting from demolition operations. Conform to requirements of SWPPP regarding disposal offsite. Leave areas of work in clean condition.
2. No burning of any material, debris or trash on-site or off-site will be allowed, except when allowed by appropriate governing authority and District. If allowed as stated above, burning shall be performed in manner prescribed by governing authority. Attend burning until fires have been burned out completely and all materials have been extinguished.
3. Transport materials removed from demolished structures with appropriate vehicles and dispose off-site to areas that are approved for disposal by governing authorities and appropriate property owners. Also, conform to requirements of SWPPP regarding disposal offsite.

5.3 SITE CLEARING

These specifications are provided as a supplement to the governing jurisdiction authority's standards and specifications. These specifications shall have precedence when no other governing guideline exists. Prior to any work on the site including demolition, dial 811 to call out utility locating company. Wait for utilities to be marked prior to start of work. "Call before you dig."

A. Section Includes

1. Clearing site of debris, grass, trees, and other plant life in preparation for site or building earthwork.
2. Protection of existing structures, trees or vegetation.
3. Stripping topsoil from areas that are to be incorporated into limits of project and storage of topsoil where so indicated.

B. Environmental Requirements

1. Construct temporary erosion control systems as directed by the "Storm Water Prevention Plan" (SWPPP) to protect adjacent properties and water resources from erosion and sedimentation.
2. Contractor shall be totally responsible for conducting storm water management practices in accordance with the TPDES permit and for consequences of enforcement action taken or imposed by Federal or State agencies, including cost of fines, construction delays, and remedial actions resulting from Contractor's failure to comply with provisions of TPDES permit.

C. Project Conditions

1. Existing Conditions at time of inspection for bidding purposes will be maintained by District in so far as practical.
2. Contractor shall visit the site and verify the nature and extent of clearing work required.
3. Variations to conditions or discrepancy in actual conditions as they apply to site preparation operations are to be brought to attention of District prior to commencement of site work.
4. Maintain or build a 5 foot minimum shoulder from the edge of the pavement on the front parking lots prior to sloping. The maximum sloping should be 4:1 around these parking lots.
5. The construction entrance will be on the east side of the site for safety, keeping public roads clean.
6. Existing site will be an active campus, contractor shall operate in such a way as to protect the separation and security of construction/demolition activities from the rest of the campus.

D. Equipment

1. Off-site materials shall be transported to project using well-maintained and operating vehicles. Once on site, transporting vehicles shall stay on designated haul roads and shall at no time endanger improvements by rutting, overloading or pumping.
2. There will be no activity on the front parking lots and fences will be erected around them to prohibit such activity and access by the public.

E. Preparation

1. Identify existing plant life that is to remain and verify that clearing limits will be clearly tagged, identified and marked in such manner as to ensure their safety throughout construction.

F. Protection

1. Locate and identify existing utilities that are to remain and protect these from damage.
2. Protect trees, plant growth and features designated to remain as part of final landscaping.
3. Conduct operations with minimum interference to public or private accesses and facilities. Maintain a construction exit as described in the SWPPP to minimize tracking of sediment onto adjacent public and private roadways. Maintain ingress and egress at all times and clean or sweep roadways daily as required by SWPPP or governing authority. Dust control shall be provided with sprinkling systems or equipment provided by the Contractor.
4. Provide traffic control as required, in accordance with the US Department of Transportation's "Manual on Uniform Traffic Control Devices" and applicable state DOT requirement.

G. Clearing

1. Clear areas required for access to site and execution of work.
2. Unless otherwise indicated on the **drawings**, remove trees, shrubs, grass and other vegetation. Removal includes digging out stumps and roots. Depressions caused by clearing and grubbing operations are to be filled and compacted in accordance with the recommendations on the site to avoid ponding of water. Satisfactory fill material shall be placed in accordance.
3. Remove grass, trees, plant life, stumps and other construction debris from site to dump site that is suitable for handling such material according to state laws and regulations.
4. Conform to requirements of SWPPP regarding disposal offsite.

H. Topsoil Excavation

1. Topsoil shall consist of organic surficial soil found in depth of not less than 6-inches. Satisfactory topsoil shall be reasonably free of subsoil, clay lumps, stones and other objects over 2-inches in diameter, weeds, roots and other objectionable material.
2. Cut heavy growths of grass from areas before stripping and remove cuttings with remainder of cleared vegetative material.
3. Strip topsoil from areas that are to be filled, excavated, landscaped or re-grade to such depth that it prevents intermingling with underlying subsoil or questionable material.
4. Stockpile topsoil in storage piles where directed by District. Construct storage piles to freely drain surface water. Cover storage piles as required to prevent windblown dust. Dispose of unsuitable topsoil as specified for waste material, unless otherwise specified by District. Contractor shall remove excess topsoil from site unless specifically noted otherwise.
5. Conform to requirements of SWPPP regarding stockpiling topsoil on site.

5.4 CERTIFICATION OF COMPLETION OF WORK BY THE CONTRACTOR

Upon completion of work, the Contractor shall notify the District's Superintendent to perform an inspection of work completed. Upon completion, the Contractor shall indicate the services performed and costs on an invoice. Submittal of the invoice after completion and acceptance of the work for the respective project (modification, repair, replacement and/or upgrade) has been completed. NBISD will not authorize payment for services not rendered or work not accepted.

5.5 CORRECTION OF WORK

The Contractor shall promptly correct all work that fails to pass inspection or is rejected by the district as defective or as failing to conform to the contract documents whether observed before

or after completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including compensation for the owner's additional services made necessary thereby. All work shall be performed to high standard.

1. NON-PAYMENT

If the performance requirements are not met, or the Contractor is in default of its obligations, the District reserves the right to withhold payment until Contractor diminishes such default and reimburses the District for any damages suffered by the District as a result of the Contractor's default.

5.7 PROJECT TIMELINE

Project timeline shall be within a reasonable period, as determined by the NBISD administration and the awarded contractor during negotiations.

NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT
RFP # 23-02: [Demolition of NBISD School building]

Vendor Pricing and Deviations/Additions Form

Vendor Name: _____

1. Exceptions/Deviations

Please list any specifications listed in this RFP that your company will not or cannot provide. Attach a separate list if necessary.

2. Additions

Please describe any other services you will provide that have not been noted in this RFP. Attach a separate list if needed.

3. Price

\$ _____ **Total Proposal**

By signing below, I certify to the best of my knowledge that the proposal meets all District specifications as outlined in the Request for Proposals.

Printed Name of Company Representative

Signature of Company Representative

DISTRICT FORM - A

Checklist of Required Forms

New Braunfels Independent School District requires that the following forms and documents be completed for any respondent's bid to be considered. The District requires that one (1) original and one (1) copy of the following documents be submitted.

- _____ SB 9 Certification
- _____ SB 13 Energy Company Boycott Certification
- _____ SB 19 Firearm Entity/Trade Association Nondiscrimination Certification
- _____ No Boycott Israel Certification
- _____ No Excluded Nation or Foreign Terrorist Organization Certification
- _____ Certificate of Residency SB 252
- _____ Suspension and Debarment
- _____ Felony Conviction
- _____ Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying
- _____ Conflict of Interest Questionnaire
- _____ Interested Parties Form 1295
- _____ Respondent Information Request & W-9
- _____ Edgar Forms

Failure to complete and return the required forms is grounds for disqualification

REQUIRED FORM

DISTRICT FORM - B

SB 9 CONSTRUCTION AUDITOR(S) CERTIFICATION

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Construction Auditor(s) must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions:

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ ("Construction Auditor(s)"), I certify that [Check one]:

None of the employees of Construction Auditor(s) and any subcontractors are *covered employees*, as defined above. If this box is checked, I further certify that Construction Auditor(s) has taken precautions or imposed conditions to ensure that the employees of Construction Auditor(s) and any subcontractor will not become *covered employees*. Construction Auditor(s) will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of the employees of Construction Auditor(s) and any subcontractor are covered employees. If this box is checked, I further certify that:

1. Construction Auditor(s) has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Construction Auditor(s) receives information that a covered employee subsequently has a reported criminal history, Construction Auditor(s) will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
3. Upon request, Construction Auditor(s) will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Construction Auditor(s) agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Printed Name

Title

Signature

Date

REQUIRED FORM

DISTRICT FORM - C

SB 13 ENERGY COMPANY BOYCOTT CERTIFICATION

If (a) **Respondent** is not a sole proprietorship; (b) **Respondent** has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), the **Respondent** hereby certifies and verifies that the **Respondent**, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this certification, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, which exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel- based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1).

COMPANY NAME: _____

Printed Name

Title

Signature

Date

REQUIRED FORM

DISTRICT FORM - D

**SB 19 PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES
CERTIFICATION**

If (a) **Respondent** is not a sole proprietorship; (b) **Respondent** has at least ten (10) full-time employees; (c) this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under *TEX. GOV'T CODE § 2274.003* of SB 19 (87th leg.); and (e) governmental entity has determined that **Respondent** is not a sole-source provider or **New Braunfels ISD** has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to *TEX. GOV'T CODE Ch. 2274* of SB 19 (87th session), the **Respondent** hereby certifies and verifies that the **Respondent**, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. For purposes of this Agreement, "discrimination against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See *TEX. GOV'T CODE § 2274.001(3)* of SB 19 . "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See *TEX. GOV'T CODE § 2274.001(3)* of SB 19.

COMPANY NAME: _____

Printed Name

Title

Signature

Date

REQUIRED FORM

DISTRICT FORM - E

NO ISRAEL BOYCOTT CERTIFICATION

Effective 9/1/2017 (H.B. 89), as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify _____ (Company Name) does not boycott Israel and will not boycott Israel during the term of this contract awarded with the New Braunfels Independent School District, that this certification is true, complete and accurate and that I am authorized by my company to make this certification.

Printed Name

Title

Signature

Date

If for any reason your Company cannot make this certification, state the facts that make your Company exempt from this boycott certification:

REQUIRED FORM

DISTRICT FORM - F

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that _____ (Company Name) is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Printed Name

Title

Signature

Date

REQUIRED FORM

DISTRICT FORM - G

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident Construction Auditor(s). This law makes it necessary for the New Braunfels ISD to determine the residency of its bidders. In part, this law reads as follows:

TEC Section: 2252-001

- (3) "Nonresident bidder" refers to a person who is not a resident [of the State of Texas].
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including an Construction Auditor(s) whose ultimate parent company or majority owner has its principal place of business in this state.

TEC Section: 2252-002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

- (1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
- (2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that _____ (Name of Company Bidding) is, under Section: 2252-001 (3) and (4)
a _____ Resident Bidder _____ Nonresident Bidder.

My/Our principal place of business under Section: 2252-001 (3) and (4), is in the city of _____, in the State
of _____.

Printed Name

Title

Signature

Date

REQUIRED FORM

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.

DISTRICT FORM - I

FELONY CONVICTION NOTIFICATION

Section 44.034 , Texas Education Code, 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.

Note: This Notification of Criminal History 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 convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

COMPANY NAME: _____

1. ☐ My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.
2. ☐ My firm is not owned nor operated by anyone who has been convicted of a felony.
3. ☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____

Details of Conviction(s): _____

CHECK (☐) 1, 2, OR 3 ABOVE AND SIGN BELOW

Company

Address

Phone Number

Fax Number

Printed Name

Title

Signature

Date

REQUIRED FORM

DISTRICT FORM – J

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST,
AND ANTI-LOBBYING**

By submission of this proposal, the undersigned certifies that:

1. Neither the proposer nor any of proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other proposer or potential proposer any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposal or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly, the New Braunfels Independent School District Board of Trustees between proposal submission date and award by the New Braunfels ISD Board of Trustees.
3. No officer or stockholder of the proposer is a member of the staff, or related to any employee or Board of Trustees member of the New Braunfels Independent School District except as noted on Form CIQ (Conflict of Interest Questionnaire - attached).
4. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the proposer as well as to any person signing in his/her behalf.

Printed Name

Title

Signature

Date

REQUIRED FORM

DISTRICT FORM - K

CERTIFICATE OF INTERESTED PARTIES FORM 1295

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added [section 2252.908 of the Government Code](#). The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

To complete the form online visit www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and follow any and all instructions.

A signed, hard copy of the original, completed Form 1295 is required to be submitted with any bid submission.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR'S NAME			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
5 Check only if there is no Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION			
My name is _____, and my date of birth is _____.			
My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in _____ County, State of _____, on the _____ day of _____, 20____.			
(month) (year)			
_____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			

Vendor/s must complete this form electronically on the Texas Ethics Commission's website.

DISTRICT FORM - L

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.	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 of the person whose name is entered on line 1. Check only one of the following seven boxes.	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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<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) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
	5 Address (number, street, and apt. or suite no.) See instructions.	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																					
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																			
Social security number																					
or <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td> </tr> </table>		Employer identification number																			
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 for Part II, later.			
Sign Here	<table style="width: 100%;"> <tr> <td style="width: 60%;">Signature of U.S. person ▶</td> <td style="width: 40%;">Date ▶</td> </tr> </table>	Signature of U.S. person ▶	Date ▶
Signature of U.S. person ▶	Date ▶		

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

DISTRICT FORM - M

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 and all non- procurement transactions (e.g., sub awards to sub recipients).

Construction Auditor(s) receiving individual awards of \$100,000 or more and all sub recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

Company Name: _____

Printed Name

Title

Signature

Date

EDGAR CONTRACT ADDENDUM

VENDOR NAME

In accordance with 2 C.F.R. § 200.327 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as the new "EDGAR"), this Addendum ("Addendum") is proof of the vendor's willingness and ability to comply with certain requirements which may be applicable to specific e a e Independent School District (" ISD") purchases using federal grant funds. The following certifications and provisions are required and apply when ISD expends federal funds for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between ISD and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds.

This **Addendum** amends and is hereby incorporated into an existing agreement between the parties as follows:

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by BISD, BISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by BISD, ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event: (1) vendor fails to meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) vendor fails to make any payments owed; (3) vendor fails to otherwise perform in accordance with the contract and/or the procurement solicitation; or (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or BISD.

BISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if BISD believes, in its sole discretion that it is in the best interest of BISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by BISD as of the termination date if the contract is terminated for convenience of BISD. Any award under this procurement process is not exclusive and BISD reserves the right to purchase goods and services from other vendors when it is in the best interest of BISD.

Does vendor agree? YES_____Initials of Authorized Representative of vendor.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

EDGAR CONTRACT ADDENDUM, continued

Pursuant to Federal Rule (C) above, when federal funds are expended by BISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above? YES_____Initials of Authorized Representative of vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by BISD, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by BISD, the vendor certifies that during the term of an award for all contracts by BISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

EDGAR CONTRACT ADDENDUM, continued

Pursuant to Federal Rule (F) above, when federal funds are expended by BISD, the vendor certifies that during the term of an award for all contracts by BISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by BISD, the vendor certifies that during the term of an award for all contracts by BISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by BISD, the vendor certifies that during the term of an award for all contracts by BISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to BISD if at any time Vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. BISD may rely upon a certification of Vendor that Vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless BISD knows the certification is erroneous.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by BISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by BISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

EDGAR CONTRACT ADDENDUM, continued

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(J) Procurement of Recovered Materials – When federal funds are expended by BISD, BISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended BISD, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by BISD, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY—2 C.F.R. § 200.215

When federal funds are expended by BISD for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, BISD will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any

EDGAR CONTRACT ADDENDUM, continued

grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. BISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 C.F.R. § 200.216)

BISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

When federal funds are expended by BISD, the vendor certifies, by signing this document, the vendor will not purchase equipment, services, or systems that use "covered telecommunications," as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS

When federal funds are expended by BISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by BISD for any contract resulting from this procurement process, the vendor certifies that the vendor will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of BISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

EDGAR CONTRACT ADDENDUM, continued

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN ACT

The Buy American Act, including the regulations promulgated by USDA and TDA, requires public school districts participating in the National School Lunch Program and School Breakfast Program to use the nonprofit food service funds to purchase domestic commodities or products, to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by BISD. Vendor agrees to comply with all requirements imposed by applicable law, USDA/TDA guidance, and BISD concerning the Buy American Act.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS—2 C.F.R § 200.322

As appropriate and to the extent consistent with law, BISD has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. (Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.) Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to Federal Rule (K) above, when federal funds are expended by BISD, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree? YES_____Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.334

When federal funds are expended by BISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337

Vendor agrees that BISD, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

EDGAR CONTRACT ADDENDUM, continued

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

Vendor agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

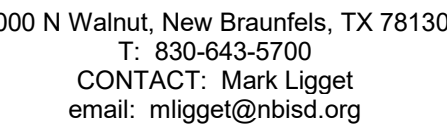
Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Email Address: _____

Date: _____

Federal Tax ID #: _____



CORGAN

CORGAN
111 Congress Avenue, Suite 850
Austin, TX 78701
T: 214.748.2000

CODE INFORMATION

ISSUES

PROJECT DATA AND CODE INFORMATION						
PROJECT DATA						
PROJECT NAME:		Carl Schulz Building E Demolition				
PROJECT ADDRESS:		633 W Coll St, New Braunfels, TX 78130				
OWNER:		New Braunfels ISD				
APPLICABLE CODES		NOTE: INCLUDED IN SPECIFICATION SECTION 014100 REGULATORY REQUIREMENTS				
BUILDING CODE:	ENTER BUILDING CODE					
ACCESSIBILITY CODE:	ENTER DISABILITY CODE					
ELECTRICAL CODE:	ENTER ELECTRICAL CODE					
ENERGY CODE:	ENTER ENERGY CODE					
FIRE CODE:	ENTER FIRE CODE					
MECHANICAL CODE:	ENTER MECH CODE					
PLUMBING CODE:	ENTER PLUMBING CODE					
REGIONAL OR MUNICIPAL CODE:	ENTER REGIONAL CODE					
LIFE SAFETY INFORMATION		REFERENCE				
USE OR OCCUPANCY CLASSIFICATION						
OCCUPANCY:	ENTER BUILDING OCCUPANCY CLASS.					
TYPE OF CONSTRUCTION						
CONSTRUCTION TYPE:	ENTER CONSTRUCTION TYPE					
FIRE PROTECTION REQUIREMENTS						
BEARING WALLS: INT./EXT.	-					
NONBEARING WALLS: INT./EXT.	-					
ROOF / CEILING:	-					
FLOOR/ CEILING:	-					
STRUCTURAL FRAME / COLUMNS:	-					
RATED SEPARATIONS:	-					
DESIGN LIMITATIONS		MAX. ALLOWED		MAX. PROVIDED		
HEIGHT:	0' - 0"	0' - 0"		0' - 0"		
AREA:	0 SF	0 SF		0 SF		
MEANS OF EGRESS		MAX. ALLOWED		MAX. PROVIDED		
TRAVEL DISTANCE TO EXIT:	0' - 0"	0' - 0"		0' - 0"		
TOTAL OCCUPANT LOAD:	0	0		0		
EGRESS WIDTH PER OCCUPANT		MIN. ALLOWED		PROVIDED		
STAIRS:	0' - 0"	0' - 0"		0' - 0"		
DOORS:	0' - 0"	0' - 0"		0' - 0"		
PLUMBING FIXTURE REQUIREMENTS		FEMALE		MALE		SINGLE USER
FIXTURE	# REQUIRED	# PROVIDED	# REQUIRED	# PROVIDED	# REQUIRED	# PROVIDED
WATER CLOSETS	#	#	#	#	#	#
URINALS	#	#	#	#	#	#
LAVATORIES	#	#	#	#	#	#
SHOWERS	#	#	#	#	#	#
	SERVICE					
	# REQUIRED	# PROVIDED				
SERVICE SINKS	#	#				
DRINKING FOUNTAINS	#	#				

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molition

New Braunfels, TX 78130

Carl Schulz Building E Demolition

633 W Coll St, New Braunfels, TX 78130

633 W Coll St, New Braunfels, TX 78130

PROJECT TEAM

ARCHITECT

CORGAN
T: 214.748.2000
111 Congress Avenue, Suite 850
Austin, TX 78701

CIVIL

ENTER CIVIL
Enter Civil Address
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T: Enter Civil Phone
F: Enter Civil Fax
CONTACT: Enter Civil Contact
Email: Enter Civil Contact Email

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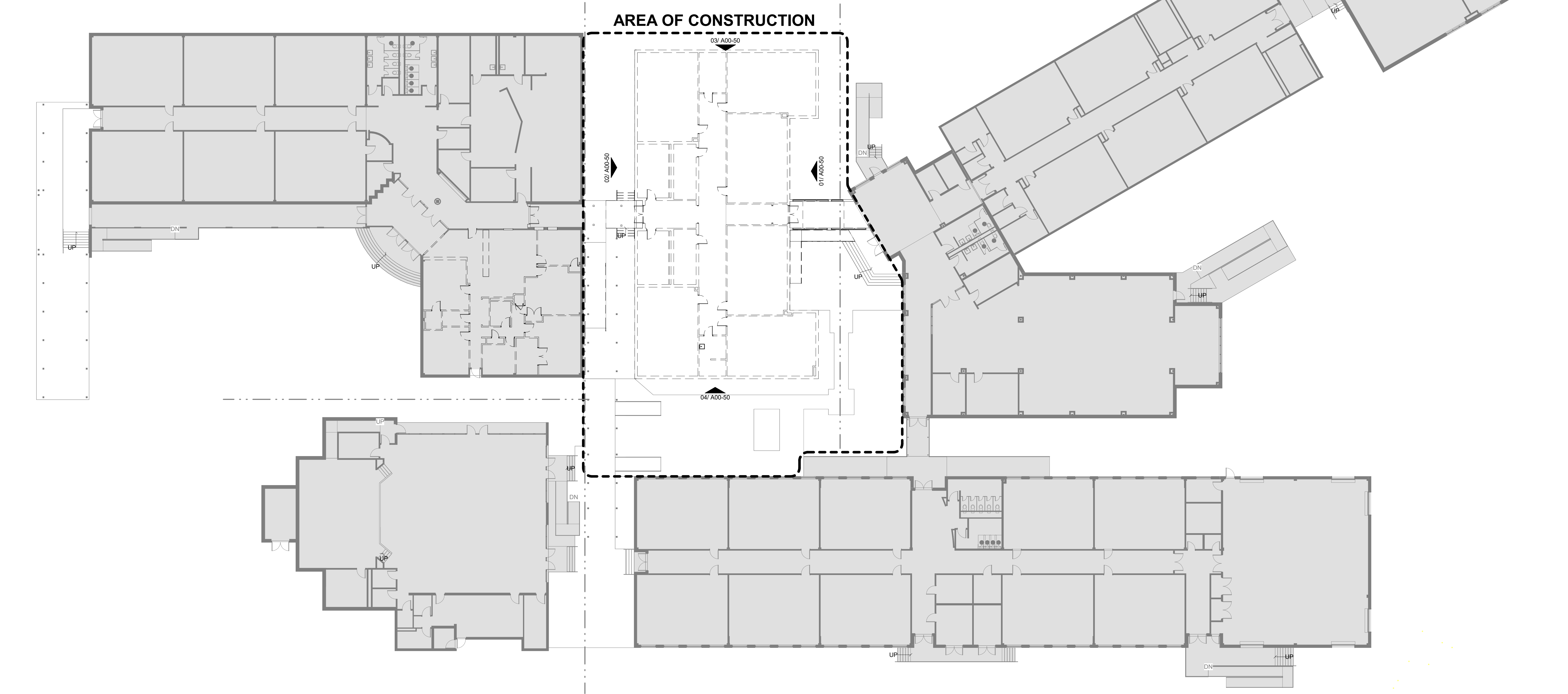
COVER SHEET

JOB 22512
DATE 12.09.2022
SHEET

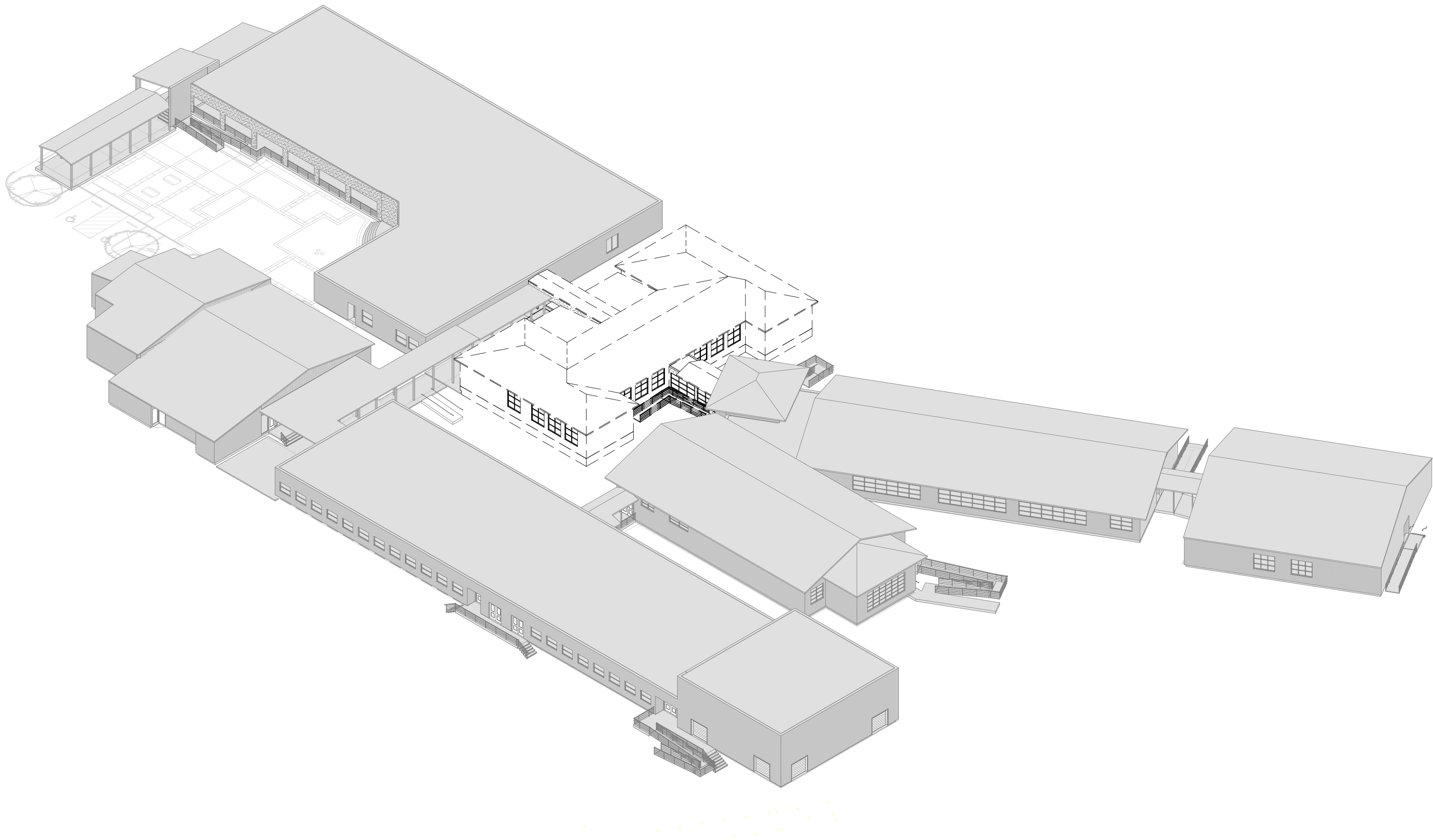
COVER

12/9/2022 2:59:06 PM A00-01 DEMO FLOOR PLAN - OVERALL

01 DEMO FLOOR PLAN - OVERALL
1/16" = 1'-0"



02 BUILDING E DEMO AXONOMETRIC



GENERAL DEMO NOTES

1. CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL ITEMS TO REMAIN THROUGH THE ENTIRE COURSE OF DEMOLITION AND CONSTRUCTION (INCLUDING, BUT NOT LIMITED TO, PARTITIONS, FINISHES, DOORS, FRAMES, HARDWARE AND ELECTRICAL CIRCUITRY). CONTRACTOR SHALL REPAIR AND/OR REPLACE ANY DAMAGE WHICH MIGHT OCCUR.
2. CONTRACTOR TO COORDINATE ALL PHASES OF DEMOLITION FOR PROJECT AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES OR CONFLICTING CONDITIONS, WHICH WOULD INTERFERE WITH THE SATISFACTORY COMPLETION OF THE WORK, PRIOR TO THE START OF DEMOLITION.
3. CONTRACTOR, WHERE INDICATED, REMOVE ALL EXISTING FLOORING, UNDERLAYMENT, TACK STRIPS, AND VINYL BASE, U.N.O.
4. DO NOT REMOVE ANY FIRE PROTECTION SIGNALS OR EQUIPMENT, U.N.O. PROTECT AS REQUIRED FOR DURATION OF JOB.
5. CONTRACTOR TO REMOVE BUILT-IN FURNITURE / MILLWORK WHERE INDICATED (SHOWN DASHED), REFER TO NEW PLANS FOR RELOCATED ITEMS.
6. DO NOT REMOVE ANY WINDOW TREATMENTS OR BLINDS, U.N.O. CONTRACTOR TO PROVIDE PROTECTION AS REQUIRED.
7. REFER TO ALL OTHER DISCIPLINES FOR ADDITIONAL DEMOLITION SCOPE OF WORK.
8. COORDINATE THE REMOVAL OF ALL MECHANICAL GEAR AND ALL RELATED PIPING/ELECTRICAL ITEMS BETWEEN ALL DISCIPLINES.
9. PROVIDE TEMPORARY POWER AND LIGHTING THROUGHOUT COURSE OF JOB.

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ISSUES

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Demolition

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DEMO FLOOR
PLAN - OVERALL

JOB 22512
DATE 12/09/2022
SHEET

A00-01



IMAGE 05



IMAGE 04



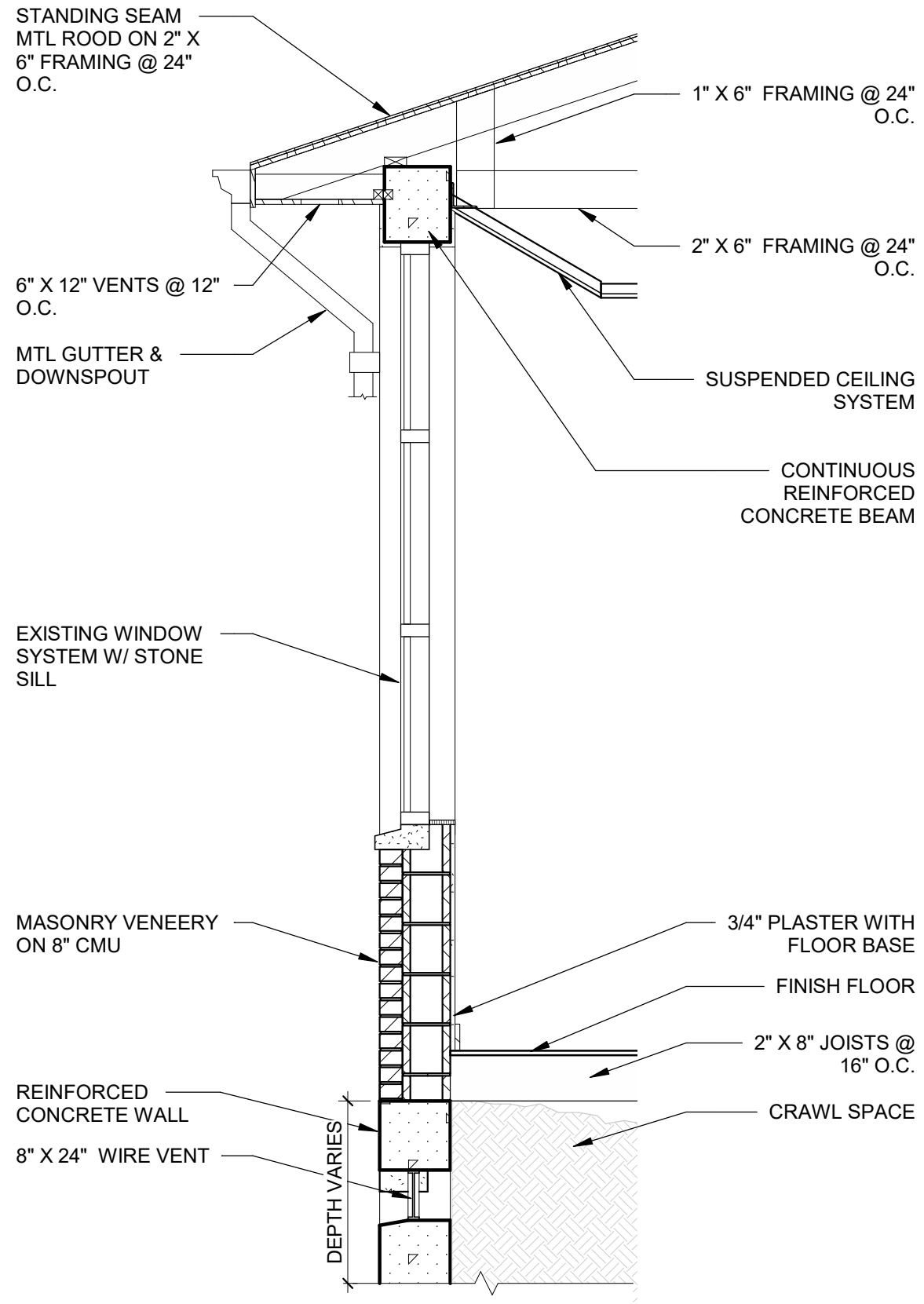
IMAGE 03



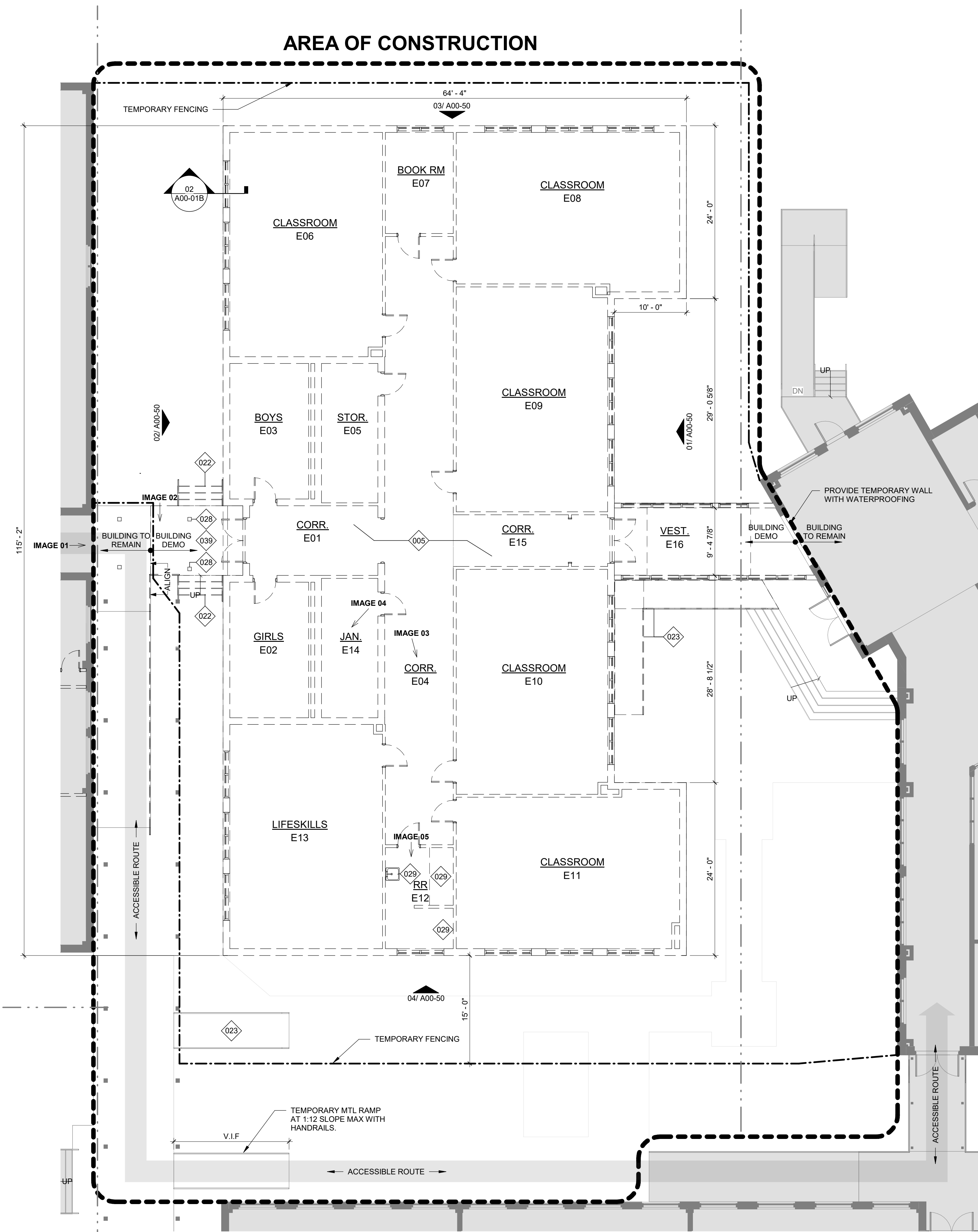
IMAGE 02



IMAGE 01



02 WALL SECTION - EXISTING BUILDING E CONDITION
1/2" = 1'-0"



01 DEMO FLOOR PLAN - SEGMENT 2
1/8" = 1'-0"

GENERAL DEMO NOTES

- CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL ITEMS TO REMAIN THROUGH THE ENTIRE COURSE OF DEMOLITION AND CONSTRUCTION (INCLUDING, BUT NOT LIMITED TO, PARTITIONS, FINISHES, DOORS, FRAMES, HARDWARE AND ELECTRICAL CIRCUITRY). CONTRACTOR SHALL REPAIR AND/OR REPLACE ANY DAMAGE WHICH MIGHT OCCUR.
- CONTRACTOR TO COORDINATE ALL PHASES OF DEMOLITION FOR PROJECT AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES OR CONFLICTING CONDITIONS, WHICH WOULD INTERFERE WITH THE SATISFACTORY COMPLETION OF THE WORK, PRIOR TO THE START OF DEMOLITION.
- CONTRACTOR, WHERE INDICATED, REMOVE ALL EXISTING FLOORING, UNDERLAYMENT, TACK STRIPS, AND VINYL BASE, U.N.O.
- DO NOT REMOVE ANY FIRE PROTECTION SIGNALS OR EQUIPMENT, U.N.O. PROTECT AS REQUIRED FOR DURATION OF JOB.
- CONTRACTOR TO REMOVE BUILT-IN FURNITURE / MILLWORK WHERE INDICATED (SHOWN DASHED). REFER TO NEW PLANS FOR RELOCATED ITEMS.
- DO NOT REMOVE ANY WINDOW TREATMENTS OR BLINDS, U.N.O. CONTRACTOR TO PROVIDE PROTECTION AS REQUIRED.
- REFER TO ALL OTHER DISCIPLINES FOR ADDITIONAL DEMOLITION SCOPE OF WORK.
- COORDINATE THE REMOVAL OF ALL MECHANICAL GEAR AND ALL RELATED PIPING/ELECTRICAL ITEMS BETWEEN ALL DISCIPLINES.
- PROVIDE TEMPORARY POWER AND LIGHTING THROUGHOUT COURSE OF JOB.

DEMO KEYNOTE LEGEND

- | | |
|-----|--|
| 005 | REMOVE EXISTING BUILDING IN ITS ENTIRETY TO THE EXTENT SHOWN, REFERENCE 02/A00-01B FOR ADDITIONAL EXISTING CONDITIONS. |
| 022 | REMOVE EXISTING CONCRETE STEPS AND RAILINGS TO THE EXTENT INDICATED. PATCH AND REPAIR ADJACENT WALL AS REQUIRED IN PREPARATION FOR NEW CONSTRUCTION. |
| 023 | REMOVE EXISTING CONCRETE RAMP AND RAILINGS TO THE EXTENT INDICATED. PATCH AND REPAIR ADJACENT WALL AS REQUIRED IN PREPARATION FOR NEW CONSTRUCTION. |
| 028 | REMOVE EXISTING COLUMN AND CANOPY. |
| 029 | REMOVE EXISTING PLUMBING FIXTURES, DISCONNECT AND CAP EXISTING UTILITIES. |
| 039 | REMOVE PORTION OF CONCRETE WALKWAY TO EXTENT INDICATED. PROVIDE TEMPORARY FENCING ALONG RAMP. |

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Austin, TX 78701
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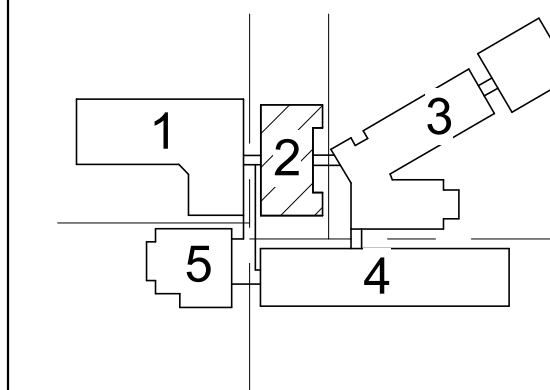
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DEMO FLOOR
PLAN - SEGMENT
2

JOB 22512
DATE 12/09/2022
SHEET

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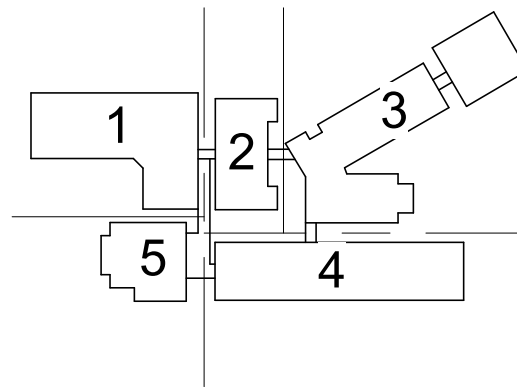
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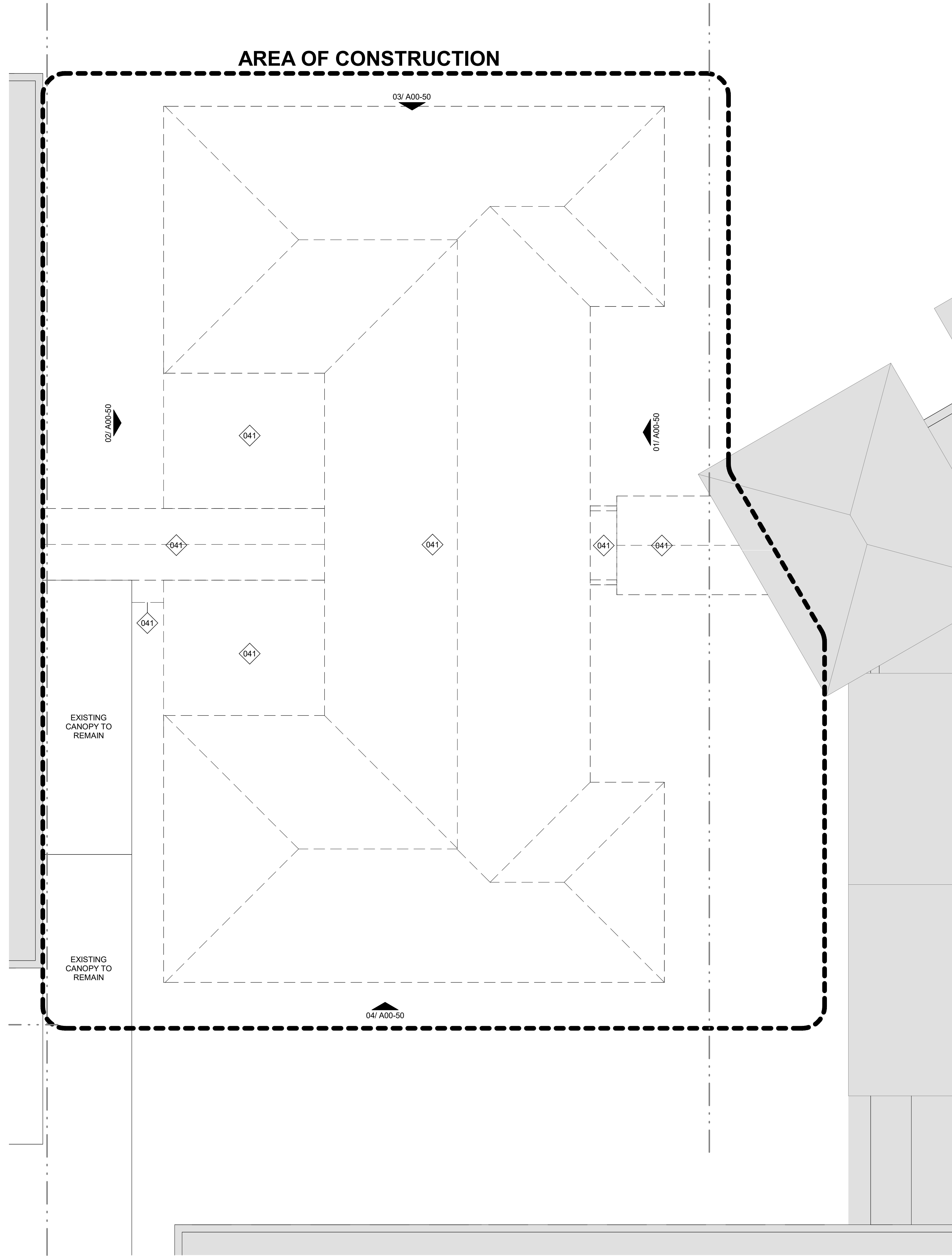
KEYPLAN

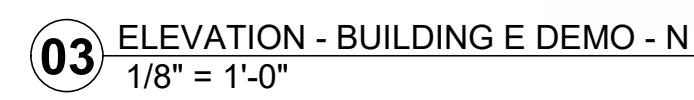
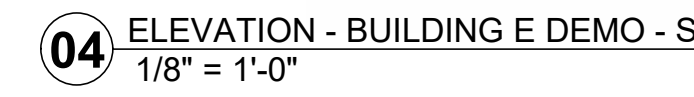


DEMO ROOF PLAN

JOB 22512
DATE 12/09/2022
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Carl Schulz Building E Demolition

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DEMO BUILDING ELEVATIONS

JOB 22512
DATE 12/09/2022
SHEET

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