



**\*\*\* PUBLIC NOTICE \*\*\***

**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING  
A WORKSHOP SESSION  
OF THE CITY OF CORINTH**

**Thursday, November 15, 2018, 5:30 P.M.  
CITY HALL - 3300 CORINTH PARKWAY**

---

**CALL TO ORDER:**

**WORKSHOP BUSINESS AGENDA**

1. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.
2. Review and discuss a Draft Asset Management Plan.

**ADJOURN WORKSHOP SESSION**

**\*NOTICE IS HEREBY GIVEN** of a Regular Session of the Corinth City Council to be held at Corinth City Hall located at 3300 Corinth Parkway, Corinth, Texas. The agenda is as follows:

**CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE:**

**"Honor the Texas Flag: I pledge allegiance to thee, Texas, one state under God, one and indivisible".**

**CONSENT AGENDA**

All matters listed under the Consent Agenda are considered to be routine and will be enacted in one motion. Should the Mayor, a Councilmember, or any citizen desire discussion of any Item that Item will be removed from the Consent Agenda and will be considered separately.

1. Consider and act on minutes from the October 4, 2018 Workshop Session.
2. Consider and act on minutes from the October 4, 2018 Regular Session.
3. Consider and act on minutes from the October 18, 2018 Workshop Session.
4. Consider and act on minutes from the October 18, 2018 Regular Session.

## CITIZENS COMMENTS

In accordance with the Open Meetings Act, Council is prohibited from acting on or discussing (other than factual responses to specific questions) any items brought before them at this time. Citizen's comments will be limited to 3 minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Please complete a Public Input form if you desire to address the City Council. All remarks and questions addressed to the Council shall be addressed to the Council as a whole and not to any individual member thereof. Section 30.041B Code of Ordinance of the City of Corinth.

## BUSINESS AGENDA

5. Consider and act on a Resolution of the City Council authorizing the Corinth Economic Development Corporation to enter into an Economic Development Incentive Agreement with Utter Properties, L.L.C. to provide economic development assistance in an amount not to exceed \$24,790.00 for costs associated with a proposed facility expansion project (**FIRST READING**).
6. Consider and act on a request from the applicant, Kevin Patel, authorized representative for the property owner, B.M.A.J., Inc., for a Major Subdivision Waiver to the City of Corinth Access Management Standards out of the City's Unified Development Code (UDC) to allow a reduction in the minimum required distance between driveways along a major arterial street for the proposed driveway on property legally described as 1.629 acres situated in the L. Bates Survey, Abstract Number 204, in the City of Corinth, Denton County, Texas. (This property is located on the northwest corner of N. Corinth Street and the Missouri Pacific Railroad.)
7. Consider and act on a request from the applicant, Kevin Patel, authorized representative for the property owner, B.M.A.J., Inc., for a Major Subdivision Waiver to the City of Corinth Access Management Standards out of the City's Unified Development Code (UDC) to allow a reduction in the minimum required distance between driveways along a major arterial street for the proposed driveway on property legally described as 1.629 acres situated in the L. Bates Survey, Abstract Number 204, in the City of Corinth, Denton County, Texas. (This property is located on the northwest corner of N. Corinth Street and the Missouri Pacific Railroad.)
8. Consider and act on an award of bid for the Public Works facility remodel to 308 Construction in the amount of \$494,352 and authorize the City Manager to execute the contract.
9. Consider and act on a Resolution to renew the guidelines and criteria for the Policy Statement for Tax Abatement, to provide effective and expiration dates, to repeal conflicting resolutions and to provide an effective date.
10. Consider and act on a Resolution authorizing the Corinth Economic Development Corporation to enter into a contract for service with Jerry Hodge & Associates to assist the City with acquisition of surplus Texas Department of Transportation right-of-way located at the four corners of the Interstate Highway 35E and Corinth Parkway Interchange and to assist with driveway permitting for property located at the northeastern corner of said interchange in an amount not to exceed \$28,500.00.
11. Consider and act on a Resolution of the City Council authorizing the Corinth Economic Development Corporation to enter into an Economic Development Incentive Agreement with Utter Properties, L.L.C. to provide economic development assistance in an amount not to exceed \$24,790.00 for costs associated with a proposed facility expansion project (**SECOND READING**).

12. Consider and Act on a proposal with Weatherproofing Services, allowing the City Manager to enter into an agreement for the emergency repair of the roof at the Public Safety Complex in the amount of \$93,350.
13. Consider and Act on a proposal with CBS Mechanical, Inc., allowing the City Manager to enter into an agreement for the replacement of the geothermal HVAC units at the Public Safety Complex in the amount of \$78,180.

**COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

The purpose of this section is to allow each councilmember the opportunity to provide general updates and/or comments to fellow councilmembers, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Councilmember may direct that an item be added as a business item to any future agenda.

**CLOSED SESSION**

The City Council will convene in such executive or (closed session) to consider any matters regarding any of the above agenda items as well as the following matters pursuant to Chapter 551 of the Texas Government Code.

**Section 551.071.** Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer:

**A. *Marcus Mote v. Debra Walthall*, Case No. 4:16-CV-00203-RC, United States District Court for the Eastern District of Texas.**

**Section 551.071.** (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

**A. MCM Contract for Lake Sharon Roadway Extension.**

**Section 551.074.** To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.

**A. City Manager evaluation.**

After discussion of any matters in closed session, any final action or vote taken will be in public by the City Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not, pursuant to Section 551.071 of the Texas Government Code, Consultation with Attorney.

**RECONVENE INTO OPEN SESSION** - In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

**ADJOURN:**

Posted this 9th day of November, 2018 at 11:30 a.m. on the bulletin board at Corinth City Hall.

---

Kimberly Pence, City Secretary  
City of Corinth, Texas

**WORKSHOP BUSINESS ITEM 2.**

**City Council Regular and Workshop Session**

**Meeting Date:** 11/15/2018

**Title:** Draft Asset Management Plan

**Submitted For:** Bob Hart, City Manager      **Submitted By:** Kim Pence, City Secretary

**City Manager Review: Approval:** Bob Hart, City Manager

---

**AGENDA ITEM**

Review and discuss a Draft Asset Management Plan.

**AGENDA ITEM SUMMARY/BACKGROUND**

Public Sector Digest was engaged to prepare an asset management plan. Six staff members received training on asset management plans to better facilitate preparation of the plan. Staff will meet with Public Sector Digest staff during a Wednesday workshop to ensure the staff has a good understanding of the plan and practices to keep the plan updated in the future.

**RECOMMENDATION**

Following the workshop session, the plan will be finalized and brought to the council at the December 6 or January 10 meeting, depending upon the revisions required.

---

**CONSENT ITEM 1.**

**City Council Regular and Workshop Session**

**Meeting Date:** 11/15/2018

**Title:** October 4, 2018 Workshop Session

**Submitted For:** Kim Pence, City Secretary

**Submitted By:** Kim Pence, City Secretary

**City Manager Review: Approval:** Bob Hart, City Manager

---

**AGENDA ITEM**

Consider and act on minutes from the October 4, 2018 Workshop Session.

**AGENDA ITEM SUMMARY/BACKGROUND**

Attached are minutes from the October 4, 2018 Workshop Session. The minutes are in draft form and are not considered official until formally approved by the City Council.

**RECOMMENDATION**

Staff recommends approval of the October 4, 2018 Workshop Session minutes.

---

**Attachments**

Minutes

---

**STATE OF TEXAS  
COUNTY OF DENTON  
CITY OF CORINTH**

On this the 4<sup>th</sup> day of October 2018 the City Council of the City of Corinth, Texas met in Workshop Session at the Corinth City Hall at 5:30 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

**Members Present:**

Bill Heidemann, Mayor  
Sam Burke, Mayor Pro-Tem  
Lowell Johnson, Council Member  
Scott Garber, Council Member  
Tina Henderson, Council Member  
Don Glockel, Council Member

**Members Absent:**

None

**Staff Members Present:**

Bob Hart, City Manager  
Michael Ross, Acting Fire Chief  
Kimberly Pence, City Secretary  
Cody Collier, Public Works Director  
Shea Rodgers, Technology Services Manager  
Ben Rodriguez, Planning and Development Manager  
George Marshall, City Engineer  
Helen-Eve Liebman, Planning and Development Director  
Melissa Cranford, Messer, Rockefeller, & Fort  
Patricia Adams, Messer, Rockefeller, & Fort

**Others Present:**

Greg Roemer, President, Community Waste Disposal

**CALL TO ORDER:**

**Mayor Heidemann called the meeting to order at 5:30 p.m.**

**WORKSHOP BUSINESS AGENDA:**

**1. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.**

Item #8 Discussion:

8. Consider and act on an ordinance approving a rate increase for the collection of Solid Waste in the master fee schedule and providing an effective date.

**Bob Hart, City Manager** - we have been working with Community Waste Disposal on the increase and we are bringing this Ordinance to you as a recommendation on both the commercial and residential

accounts. The companion piece to this is item #11 on the agenda. This is doing a one year extension with the intention of that one year extension for you to consider doing a five year extension which would be a second extension out of three. We have been working with them on the increase and looking at what has been going on with rates throughout the area.

**Councilmember Burke** - this is not increasing the amount of profit they make, this is offset by their actual costs?

**Bob Hart, City Manager** - that has been a lot of the discussion. The issue that we have been reviewing is looking at the five year cost and collections to get to a final bottom line number. I am satisfied at this point and feel it is a clean number not dealing on the profit side but on the cost recovery side.

**Greg Roemer, President Community Waste Disposal** - the rate adjustment that we are looking for is a combination of things. Our costs are going up a lot and we are far exceeding the 3% cap that is in this contract and we have had a shortfall. Two or three years ago we came for annual rate adjustment and it was denied and so we suffered from that.

**Bob Hart, City Manager** - the residential rate increase that we are talking about is 6.54% and that is less than the 8.06% that was requested several months ago.

**Councilmember Garber** - will this ever go back out to bid?

**Bob Hart, City Manager** - we could go out to bid now for January 1, 2019 but that would be quite difficult. If we do the one year agreement then the Council will have an opportunity to look at either renewing or going out for bid and we would have a full year to get ready to do that.

**Mayor Heidemann** - what you are proposing tonight is a one year extension at 6.54%?

**Bob Hart, City Manager** - yes sir.

Item #11 discussion:

Consider authorizing the city manager to execute a letter agreement (this "Letter Agreement") between City of Corinth, Texas (the "City"), and Community Waste Disposal, LP (the "Contractor"), regarding the second annual extension of the contract for Collection of Solid Waste executed December 10, 2012 (the "Contract")

**Bob Hart, City Manager** - Waste Management has sold off all their contracts in this area to Republic. I couldn't figure out why all these cities are getting two bids, CWD and Republic. All the bids are coming in at \$12.00 and \$13.00. I found out Waste Management's landfill has less than four years of life left and they are pulling out of this market. Waste Management is staying south of I-30 and continuing down there. This will be a challenge for a few years in this area.

**Mayor Heidemann convened the Workshop at 5:54 p.m. \*See Closed Session.**

#### **CLOSED SESSION**

The City Council will convene in such executive or (closed session) to consider any matters regarding any of the above agenda items as well as the following matters pursuant to Chapter 551 of the Texas Government Code.

**Section 551.071.** (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflicts with chapter 551.

**Council met in Closed Session from 5:55 p.m. until 7:00 p.m.**

a. MCM Contract for Lake Sharon Roadway Extension

**Section 551.072.** To deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

a. Consider acquisition of Right-of-way at 1708 Post Oak Drive.

**Section 551.074.** To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.

**Council met in Closed Session from 5:55 p.m. until 7:00 p.m.**

a. City Manager evaluation

**Section 551.087.** To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.

After discussion of any matters in closed session, any final action or vote taken will be in public by the City Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not.

**RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON CLOSED SESSION ITEMS.**

**There was no action taken on Closed Session items.**

**Mayor Heidemann reconvened the Workshop Session at 7:00 p.m.**

**ADJOURN:**

Mayor Heidemann adjourned the meeting at 7:00P.M.

**AYES:** All

Meeting adjourned.

Approved by Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_



Kimberly Pence, City Secretary  
City of Corinth, Texas

**CONSENT ITEM 2.**

**City Council Regular and Workshop Session**

**Meeting Date:** 11/15/2018

**Title:** October 4, 2018 Regular Session

**Submitted For:** Kim Pence, City Secretary

**Submitted By:** Kim Pence, City Secretary

**City Manager Review: Approval:** Bob Hart, City Manager

---

**AGENDA ITEM**

Consider and act on minutes from the October 4, 2018 Regular Session.

**AGENDA ITEM SUMMARY/BACKGROUND**

Attached are the minutes from the October 4, 2018 Regular Session. The minutes are in draft form and are not considered official until formally approved by the City Council.

**RECOMMENDATION**

Staff recommends approval of the October 4, 2018 Regular Session minutes.

---

**Attachments**

Minutes

---

**STATE OF TEXAS  
COUNTY OF DENTON  
CITY OF CORINTH**

On this the 4<sup>th</sup> day of October 2018 the City Council of the City of Corinth, Texas met in Regular Session at the Corinth City Hall at 7:00 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

**Members Present:**

Bill Heidemann, Mayor  
Sam Burke, Mayor Pro-Tem  
Lowell Johnson, Council Member  
Scott Garber, Council Member  
Tina Henderson, Council Member  
Don Glockel, Council Member

**Members Absent:**

None

**Staff Members Present:**

Bob Hart, City Manager  
Michael Ross, Acting Fire Chief  
Kimberly Pence, City Secretary  
Cody Collier, Public Works Director  
Shea Rodgers, Technology Services Manager  
Ben Rodriguez, Planning and Development Manager  
George Marshall, City Engineer  
Helen-Eve Liebman, Planning and Development Director  
Melissa Cranford, Messer, Rockefeller, & Fort  
Patricia Adams, Messer, Rockefeller, & Fort

**CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE:  
"Honor the Texas Flag: I pledge allegiance to thee, Texas, one state under God, one and indivisible".**

**Mayor Heidemann called the meeting to order at 7:00 p.m. Councilmember Garber delivered the invocation and led in the Pledge of Allegiance.**

**CONSENT AGENDA:**

**All matters listed under the Consent Agenda are considered to be routine and will be enacted in one motion. Should the Mayor, a Councilmember, or any citizen desire discussion of any Item that Item will be removed from the Consent Agenda and will be considered separately.**

1. Consider and act on minutes from the August 21, 2018 Workshop Session.
2. Consider and act on minutes from the August 21, 2018 Special Session.
3. Consider and act on minutes from the September 6, 2018 Workshop Session.
4. Consider and act on Minutes from the September 6, 2018 Regular Session.

**MOTION** made by Councilmember Henderson to approve the Consent Agenda with correction to a date on the September 6, 2018 minutes as noted with the City Secretary. Seconded by Councilmember Garber.

**AYES:** Burke, Garber, Johnson, Henderson, Glockel  
**NOES:** None  
**ABSENT:** None

**MOTION CARRIED**

**CITIZENS COMMENTS:**

**In accordance with the Open Meetings Act, Council is prohibited from acting on or discussing (other than factual responses to specific questions) any items brought before them at this time. Citizen's comments will be limited to 3 minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Please complete a Public Input form if you desire to address the City Council. All remarks and questions addressed to the Council shall be addressed to the Council as a whole and not to any individual member thereof. Section 30.041B Code of Ordinance of the City of Corinth.**

**Greg Allman, 3813 Red Oak Drive** - would like to see what the City can do to address the recent flooding that occurred. We have flooding at least a couple times a year and I understand my yard has an easement for a flood zone but the amount of debris and lack of assistance from the City to be able to take care of it and it ends up ruining my side yard. I know we have a long term plan to address this but I don't feel like the City has been managing the short term problem.

**Terry Smith, 3804 Red Oak Drive** - I would like to know on the funding for this project that is coming up when the expected monies are to be collected? In 2018 or 2019 or both? This must be in a restricted fund that way all those monies are allocated to that department. Will this fund be interest bearing? Whose name will be on the charge of payments and checks the contractors or vendors? Will the contractors or vendors be required to submit a performance bond by date? The public should know all details of projects, materials used and design with input discussions from the public before construction. How did cost figures come to be? The percentage of tax increase, does it cover the whole project for five years? It is our City and we need to know how are money is being spent.

**Bob Hart, City Manager** - our plans are to apply for a hazard mitigation grant through the state to go back and make the flood repairs that you are referencing. If that grant is approved then the state will provide some of the funding for that and the City will provide some of the funding for that. We will have engineering plans prepared and the project will go out for bids. Then a contractor will be selected and would perform the work. However, at this point the design work has not been done so we don't know a good cost estimate.

We are assuming in the budget that the total project will be about \$5 million dollars, the state will provide \$4 million and the City will provide \$1 million. So \$1 million dollars has been allocated within the budget and has been earmarked as the match money for the grant application.

**Terry Smith, 3804 Red Oak Drive** - is it in restricted funds and not in the general fund because that money could be lost real easy.

**Bob Hart, City Manager** - It is part of our capital projects fund. The reason we have done it that way is when we make the application to the state, we have to certify that the funds are available for this project.

**Terry Smith, 3804 Red Oak Drive** - I want the tracking of these funds as they are allocated to contractors to be able to know who you are doing business with and if they have a performance bond on them.

**Bob Hart, City Manager** - right now the funds are in the Capital Projects fund that is being set aside within the budget. The Council has to authorize the expenditure of those funds and that would not happen until the project has been designed and bid and we have a contractor involved.

**Terry Smith, 3804 Red Oak Drive** - Is this a compounded taxation that we are going to have every year? Is this a 10% for the whole five year plan? Yes or no? We are going to have almost a 10% hike on our taxes, this is everybody in the community, so is it 10% for just these two years in 2018/19 or is it for the whole five years?

**Bob Hart, City Manager** - \$1 million dollars has been set aside for this project. I will not know what that final number will be until the project has been bid. When we are ready to move forward on the project and it may be done in a year or it may take three or four years but that same million dollars is intended to cover the entirety of that project.

**Mayor Heidemann** - you may want to make an appointment with the City Manager and the finance director so they can explain and show you where the numbers are.

#### **PUBLIC HEARING:**

- 5. TO HEAR PUBLIC OPINION REGARDING AMENDING THE CITY OF CORINTH COMPREHENSIVE ZONING ORDINANCE BEING A PART OF THE UNIFIED DEVELOPMENT CODE ORDINANCE NO. 13-05-02-08, AS AMENDED, SECTION 2.06.03 PLANNED DEVELOPMENT, AND SECTION 2.10.09 PD, PLANNED DEVELOPMENT APPLICATION AND REVIEW.**

**Helen-Eve Liebman - Planning and Development Director** - Staff is proposing amendments to the Planned Development process. The intent of the proposed amendments are to streamline the application and review process as well as remove redundancies contained within the Code with the goal to make the process easier for applicants to navigate.

Notable changes include the following:

#### **Removal of minimum lot size for Planned Development requests.**

•Staff is proposing the removal of minimum lot size requirements for Planned Developments. Staff believes that a minimum lot size requirement of two acres for a Planned Development is unnecessary and arbitrary. The intent of a Planned Development district is to allow flexibility and creativity to the applicant with the goal of creating a better development within the City. A minimum lot size requirement stifles the ability for smaller properties to propose innovative and or creative opportunities for development. The property would still be required to meet the minimum lot size requirements of the base zoning district.

#### **Neighborhood meetings**

•Staff is proposing the addition of language advising applicants that conducting a neighborhood meeting with homeowners within the vicinity of a Planned Development request is strongly encouraged. This allows the applicant the opportunity to present their proposal to those most likely to be impacted in a more focused environment, while also allowing residents and opportunity to provide input on the proposal in the hopes that accommodations may be made prior to actions by the Planning and Zoning Commission and the City Council.

#### **Codifying Requirements**

•Staff is proposing adding the items required for a Planned Development request to the Code of Ordinances. Currently these requirements are only contained within the application packet for a zoning change. This creates confusion for applicants as they are required to go to multiple locations to determine what is required. The proposed amendment will simplify this process and provide applicants with a single location to obtain this information.

### **Removal of redundant language**

•Staff is proposing the removal of language that is already outlined in other sections of our Code. As currently written the regulations for the Planned Development district also lists all of the requirements to develop a property including platting, and site plans. The intent of a Planned Development district is to facilitate the zoning and/or rezoning of a property. Staff feels that the removal of this additional language will simplify things for applicants.

### **Terminology changes**

•Staff is proposing changes to some of the terminology within the Planned Development sections to reflect more commonly used terms within the development community as well as other municipalities within the DFW Metroplex. Examples include renaming “Concept Design Map” to “Concept Plan” and Planned Development “Master Plan” to “Proposal” and “Ordinance”.

### **Removal of PD expiration**

•Staff is proposing the removal of the automatic expiration of Planned Developments which have not developed within two years. Staff feels that an automatic removal of approved zoning is not in compliance with state law as it does not follow the legal process for zoning changes. This will not remove the City’s ability to unilaterally rezone an existing Planned Development if the City feels that is in the best interest of the public’s health, safety or welfare, following adequate noticing and public hearing requirements.

**Mayor Heidemann opened the Public Hearing at 7:29 p.m. No one spoke during the Public Hearing. Mayor Heidemann closed the Public Hearing at 7:29 p.m.**

### **BUSINESS:**

**5a.** Consider and act on an Ordinance amending the City of Corinth Comprehensive Zoning Ordinance, the same being a part of the Unified Development Code, to amend Section 2, Zoning Regulations, by amending Section 2.06.03, Planned Development, of Subsection 2.06, Special Zoning Districts, and by amending Section 2.10.09 PD, Planned Development Application and Review, of Subsection 2.10, Zoning Procedures; providing amendments, providing a penalty, and providing an effective date.

**MOTION** made by Councilmember Garber to approve the Ordinance amending the City of Corinth Comprehensive Zoning Ordinance, the same being a part of the Unified Development Code, to amend Section 2, Zoning Regulations, by amending Section 2.06.03, Planned Development, of Subsection 2.06, Special Zoning Districts, and by amending Section 2.10.09 PD, Planned Development Application and Review, of Subsection 2.10, Zoning Procedures; providing amendments, providing a penalty, and providing an effective date. Seconded by Councilmember Burke.

**AYES:** Burke, Garber, Johnson, Henderson, Glockel  
**NOES:** None

**ABSENT:** None

**MOTION CARRIED**

**PUBLIC HEARING:**

- 6. TO HEAR PUBLIC OPINION REGARDING AMENDING THE CITY OF CORINTH COMPREHENSIVE ZONING ORDINANCE BEING A PART OF THE UNIFIED DEVELOPMENT CODE ORDINANCE NO. 13-05-02-08, AS AMENDED, SECTION 2.09.05 RESIDENTIAL ADJACENCY STANDARDS.**

**Helen-Eve Liebman, Planning and Development Director** - Staff is proposing amendments to the City’s Residential Adjacency Standards. As currently written the adjacency standards must be followed whenever a property being developed is within 400 feet of an existing residential use.

Staff is proposing an amendment that would require developments to adhere to enhanced development standards when developing directly adjacent to residentially zoned properties rather than the current 400 feet of existing residential uses. Staff feels that the 400 foot rule is arbitrarily defined and even exceeds the State’s noticing requirements of 200 feet for zoning changes. It creates a situation where a property is unduly burdened with increased setbacks and development costs when there is no direct impact on a home that is 400 feet away.

Staff is also proposing amending the wording requiring adjacency standards when next to a residential “use” to property zoned for detached single family. This is being proposed to avoid situations where a non-conforming home creates an undue impact on a development as the home is anticipated to either convert to a new use or be removed in its entirety in the future.

The Ordinance was approved unanimously by the Planning and Zoning Commission and staff recommends approval of the proposed amendments to the Residential Adjacency Standards.

**Mayor Heidemann opened the Public Hearing at 7:35 p.m. No one spoke during the Public Hearing. Mayor Heidemann closed the Public Hearing at 7:35 p.m.**

**BUSINESS:**

- 6a.** Consider and act on an Ordinance amending the City of Corinth Comprehensive Zoning Ordinance, the same being a part of the Unified Development Code, to amend Section 2, Zoning Regulations, by amending Section 2.09.05, Residential Adjacency Standards, of Subsection 2.09, Zoning Development Regulations; providing amendments, providing a penalty, and providing an effective date.

**MOTION** made by Councilmember Garber to approve the Ordinance amending the City of Corinth Comprehensive Zoning Ordinance, the same being a part of the Unified Development Code, to amend Section 2, Zoning Regulations, by amending Section 2.09.05, Residential Adjacency Standards, of Subsection 2.09, Zoning Development Regulations; providing amendments, providing a penalty, and providing an effective date. Seconded by Councilmember Johnson.

**AYES:** Burke, Garber, Johnson, Henderson, Glockel  
**NOES:** None  
**ABSENT:** None

**MOTION CARRIED**

**BUSINESS AGENDA:**

7. Consider approval of an ordinance of the city of Corinth, Texas, amending chapter 33 of the Corinth code of ordinances, establishing the finance audit committee, merging the duties, responsibilities, and membership of the investment committee with those of the audit committee; establishing its membership, procedures and terms of office; and providing an effective date.

**Bob Hart, City Manager** - On April 16, 2015, the Council established a citizen Finance Audit Committee. The new committee merged the duties, responsibilities, and membership of the Investment Committee with the Audit Committee and added representation from the community. The committee consisted of six members: Two Councilmembers, City Manager, Director of Finance, and Two community representatives.

Based on governance principles and recommendations from the Government Finance Officers Association, it is recommended to modify the structure of the committee to replace the City Manager and Director of Finance as permanent members with the Mayor. This would allow the audit committee to full fill its responsibilities of providing an independent review and oversight of the government's financial reporting processes, internal controls, and financial statements.

**MOTION** made by Councilmember Johnson to approve the Ordinance of the city of Corinth, Texas, amending chapter 33 of the Corinth code of ordinances, establishing the finance audit committee, merging the duties, responsibilities, and membership of the investment committee with those of the audit committee; establishing its membership, procedures and terms of office; and providing an effective date. Seconded by Councilmember Glockel.

**AYES:** Burke, Garber, Johnson, Henderson, Glockel  
**NOES:** None  
**ABSENT:** None

**MOTION CARRIED**

8. Consider and act on an ordinance approving a rate increase for the collection of Solid Waste in the master fee schedule and providing an effective date.

**Bob Hart, City Manager** - we provided a revised Ordinance for you today. We are recommending changes to the Residential solid waste rate of 6.54% and Commercial rates of 15.78% .

**MOTION** made by Councilmember Garber to approve the ordinance approving a rate increase for the collection of Solid Waste in the master fee schedule as described in the amended documentation. Seconded by Councilmember Henderson.

**AYES:** Burke, Garber, Johnson, Henderson, Glockel  
**NOES:** None  
**ABSENT:** None

**MOTION CARRIED**

9. Hold a discussion and receive council direction regarding resident utility billing concerns.



**Bob Hart, City Manager** - this was placed on the agenda at the request of the Council based upon some contact that you had concerning a residents water meter. We are in the process of installing a smart meter transponder so that we can actually get readings on an hourly basis and that will help pinpoint issues like this one.

On those meters that do not have the new transponders installed, those cases we can only look at what consumption was for a 30 day period. In this case the water meter did not have a new tomahawk responder (smart meter) and was a meter that had been in place for a number of years. The meter was tested and found to be 100% accurate. The customer did have a toilet in which the flapper was stuck in an open position for a period of time. Once the flapper was no longer stuck the meter read the lower consumption.

Currently the Ordinance that governs this prohibits the staff for making adjustments unless it was a mistake on the part of the City or the City equipment.

**Councilmember Garber** - I was the one that requested this item to be placed on the agenda. Ultimately the intent was to make sure that staff had everything that they needed at their fingertips to be able to address possible concerns and it sounds like staff has taken care of that. If there was nothing else that staff needs I would be happy to remove this agenda item.

#### NO ACTION TAKEN ON THIS ITEM

10. Consider and act on an ordinance of the City of Corinth approving an amendment to the fiscal year 2018-2019 budget and annual program of services to provide expenditures of funds to pay for the addition of three firefighters; and providing an effective date.

**Bob Hart, City Manager** - this amendment is dealing with funding of the fire department personnel in order to cover personnel through the award of a SAFER Grant. A SAFER Grant is a program where you can obtain federal funds to help with the cost of personnel. The next item you have on the agenda is the consideration of acceptance of that grant. The grant requires that we can certify that the funds are available and this budget amendment is intended to cover that so we can meet that certification requirement. It provides for appropriations in some of the positions within the Fire Department and with the overtime so that the net cost to the City is zero dollars.

MOTION made by Councilmember Garber to approve the amendment as presented. Seconded by Councilmember Glockel.

**AYES:** Burke, Garber, Johnson, Henderson, Glockel  
**NOES:** None  
**ABSENT:** None

#### MOTION CARRIED

11. Consider acceptance of a SAFER Grant for Fire Department personnel.

**Bob Hart, City Manager** - this is the grant notification that we received and it does require approval by the Government body within 30 days. This will allow us to hire nine (9) firefighters that we would use for the opening of fire station #3.

MOTION made by Councilmember Henderson to accept the Safer Grant for Fire Department personnel. Seconded by Councilmember Johnson.

**AYES:** Burke, Garber, Johnson, Henderson, Glockel  
**NOES:** None  
**ABSENT:** None

**MOTION CARRIED**

12. Consider authorizing the city manager to execute a letter agreement (this "Letter Agreement") between City of Corinth, Texas (the "City"), and Community Waste Disposal, LP (the "Contractor"), regarding the second annual extension of the contract for Collection of Solid Waste executed December 10, 2012 (the "Contract").

**Bob Hart, City Manager** - originally we established a contract with Community Waste Disposal for the collection of solid waste. It was a five (5) year contract with three (3) one year extensions. We are bringing you the letter for the second annual extension. Based on our discussions with Community Waste Disposal, we would like to in early spring enter into a discussion to consider a renewal for a five (5) year period or if the Council decides we can put this service out for bid proposals.

**MOTION** made by Councilmember Johnson to authorize the city manager to execute a letter agreement (this "Letter Agreement") between City of Corinth, Texas (the "City"), and Community Waste Disposal, LP (the "Contractor"), regarding the second annual extension of the contract for Collection of Solid Waste executed December 10, 2012 (the "Contract"). Seconded by Councilmember Garber.

**AYES:** Burke, Garber, Johnson, Henderson, Glockel  
**NOES:** None  
**ABSENT:** None

**MOTION CARRIED**

13. Consider approval of a contract amendment and change order to the Construction of Paving, Drainage, and Water Improvements for Lake Sharon Drive Contract with Munilla Construction Management LLC dba MCM.

**NO DISCUSSION AND NO ACTION TAKEN ON ITEM #13**

**COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

The purpose of this section is to allow each councilmember the opportunity to provide general updates and/or comments to fellow councilmembers, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Councilmember may direct that an item be added as a business item to any future agenda.

**Bob Hart, City Manager** - passed out a "Draft" agenda for a Joint meeting with the neighboring cities for Monday evening, October 22<sup>nd</sup> at the CoServ building. Let me know if you would like to see some modifications to that.

The Core of Engineers will release their Draft Environmental Impact statement for Lake Ray Hubbard tomorrow. There will be a 45 day public comment on that. There will also be a Public Hearing on October 25<sup>th</sup> and if you would be interested in attending we can make those arrangements.

The Texas Municipal Conference will be going on next week in Fort Worth. We will be driving back and forth and would like to meet at 9:00 am on Wednesday morning.

**Mayor Heidemann** - I will not be at the next meeting due to hip replacement surgery. I will be turning all the duties over to Mayor Pro-Tem Burke.

**There was no Closed Session during the Regular Session meeting.**

**CLOSED SESSION**

The City Council will convene in such executive or (closed session) to consider any matters regarding any of the above agenda items as well as the following matters pursuant to Chapter 551 of the Texas Government Code.

**Section 551.071.** (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflicts with chapter 551.

a. MCM Contract for Lake Sharon Roadway Extension

**Section 551.072.** To deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

a. Consider acquisition of Right-of-way at 1708 Post Oak Drive.

**Section 551.074.** To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.

a. City Manager evaluation

**Section 551.087.** To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.

After discussion of any matters in closed session, any final action or vote taken will be in public by the City Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not.

**RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON CLOSED SESSION ITEMS.**

**There was no action taken on Closed Session items.**

**ADJOURN:**

Mayor Heidemann adjourned the meeting at 7:55 P.M.

**AYES:** All

Meeting adjourned.

Approved by Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

---

Kimberly Pence, City Secretary  
City of Corinth, Texas

**CONSENT ITEM 3.**

**City Council Regular and Workshop Session**

**Meeting Date:** 11/15/2018

**Title:** October 18, 2018 Workshop Session

**Submitted For:** Kim Pence, City Secretary

**Submitted By:** Kim Pence, City Secretary

**City Manager Review: Approval:** Bob Hart, City Manager

---

**AGENDA ITEM**

Consider and act on minutes from the October 18, 2018 Workshop Session.

**AGENDA ITEM SUMMARY/BACKGROUND**

Attached are minutes from the October 18, 2018 Workshop Session. The minutes are in draft form and are not considered official until formally approved by the City Council.

**RECOMMENDATION**

Staff recommends approval of the October 18, 2018 Workshop Session minutes.

---

**Attachments**

Minutes

---

**STATE OF TEXAS  
COUNTY OF DENTON  
CITY OF CORINTH**

On this the 18<sup>th</sup> day of October 2018 the City Council of the City of Corinth, Texas met in Workshop Session at the Corinth City Hall at 5:30 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

**Members Present:**

Bill Heidemann, Mayor  
Sam Burke, Mayor Pro-Tem  
Tina Henderson, Council Member  
Don Glockel, Council Member

**Members Absent:**

Lowell Johnson, Council Member  
Scott Garber, Council Member

**Staff Members Present**

Bob Hart, City Manager  
Guadalupe Ruiz, Human Resource Manager  
Kimberly Pence, City Secretary  
Brenton Copeland, Technology Services Assistant Manager  
George Marshall, City Engineer  
Lori Levy, Senior Planner  
Melissa Cranford, Messer, Rockefeller, & Fort

**CALL TO ORDER:**

**Mayor Heidemann called the meeting to order at 5:30 p.m.**

**WORKSHOP BUSINESS AGENDA:**

- 1. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.**

**BUSINESS ITEM #4 Discussion:**

Consider and act upon the adoption of a Home Builder Kiosk Sign Program and authorize the City manager to enter into a contract with National Sign Plazas to facilitate the installation of informational signs in city-owned right-of-way to direct potential customers to developments within the City.

**Councilmember Glockel** - this talks about signs being in the Right-of-way and the median. Do we ever see this in front of a house in their front yard?

**Bob Hart, City Manager** - no. It will be on the major thoroughfares such as FM 2181, Corinth Parkway.

**Councilmember Glockel** - I certainly don't want to see it in front of some ones house just because it is in the Right-of-way. It also talks about liabilities associated with this, with this being in our median and somebody runs in to it what is the liability we have for that?

**Melissa Cranford, Messer, Rockefeller, & Fort** - you would be protected by the Texas Tort Claims Act because it is not motor driven equipment creating the hazard. You or the claim would have to argue that it was some sort of a property defect and it was not operating as it was intended to. For example say the sign had been damaged in a prior accident and was unstable then you could have potential liability by virtue of property defect but I think that would be a special set of circumstances. In general you would be covered by Tort Claims Act protection.

**Bob Hart, City Manager** - that is addressed in the contract.

**Councilmember Glockel** - It doesn't talk about taking them out. Would that be where the City and the contractor gets together and decides it is not serving any purpose?

**Bo Hart, City Manager** - yes, and you just take it out. A lot of times you can put another panel in but if there is not a need for another panel then you can just take it all out.

**Councilmember Henderson** - do you ever put signs other than for homebuilders such as a park?

**Bon Hart, City Manager** - yes, you can have signs for city facilities and schools.

**Councilmember Glockel** - you can't read the signs in Lake Dallas is that the same company we are using?

**Bon Hart, City Manager** - it is a different company but same concept.

**Councilmember Glockel** - the signs in Lake Dallas are hard to read. As you are coming down towards the signs you can't read them.

**Bon Hart, City Manager** - part of it is their signs are busy. What you want to do is keep it simple, plain vanilla kind of a deal and we will have control of that.

**2. Hold a discussion and receive Council direction on the Draft Strategic Plan, *Embracing the Future Corinth 2030*.**

**Bob Hart, City Manager** - The City, Community, Stakeholders, and Staff have been diligently working on the Strategic Plan since March of this year. This Plan is the City's guide to carry out the vision statement through the identification and prioritization of goals and objectives, future trends and desired outcomes.

Recommended strategies and actions identified in the Plan include Land Development, Infrastructure Development, and Economic Development with the last step of an implementation schedule to achieve the plans direction by 2030.

Mr. Hart walked through the goals and strategies of the strategic plan with City Council.

**Councilmember Henderson** - are the pictures in the presentation pictures from Corinth or pictures we got of the internet? If we had pictures of Corinth it would be better.

**Bob Hart, City Manager** - there is probably going to be a mix but we will go back and look. I would agree with you.

**Councilmember Henderson** - on the median household income piece in this draft is way below from what the Economic Development has listed. All of the numbers Economic Development Corporation has are a lot higher than what is in here.

**Bob Hart, City Manager** - what I think is happening is they are referencing some documents that are older so these all need to be updated. We are working on this but what I need the focus on is the Goals and Strategies. If I had waited to clean it up that would have pushed me back another two months of getting it to you. When you look at this it is clear that all of this was part of the budget.

**Councilmember Burke** - if we want to convey this to the general public we need to consider some verbiage that does not sound like it came out of the seminar. Some areas are as clear as can be and I know what the City is trying to do and other areas are not. For example under Goal 1 Attracting quality residential and non-residential development, under objectives and outcomes it states "Create a contextual multimodal transportation system to attract and serve new development" what exactly is a contextual multimodal transportation system? I feel that wording needs to be revised so people will understand exactly what the city is trying to accomplish.

**Councilmember Henderson** - is there any way you could bold the goals and strategies in the document so it would be easier to follow.

**Bob Hart, City Manager** - yes, we can bold those. If you are comfortable with this summary we will get this finalized and bring it back to Council on November 15<sup>th</sup>.

**Councilmember Glockel** - I spent a lot of time going through the document in our packet and made notes and so forth. It is a waste of time for me to study this and I get something totally different the night of the meeting. I am not saying that the document is not good I just feel it is not fair to Council for us to continually get something the night of the meeting and ask us to go through it.

**Bob Hart, City Manager** - if you are willing to let us have the notes you made, staff is still working on the document catching mistakes and making changes to it.

**Mayor Heidemann** - would like to thank everyone that put this together. It really summarizes all the meetings we have had and captures the thought and processes were for everybody and a lot of this has been incorporated into this year's budget so we are moving forward and it is appreciated.

Mayor Heidemann recessed the Workshop at 6:15 p.m. \* See Closed Session.

Mayor Heidemann convened into Closed Session at 6:17 p.m.

#### **CLOSED SESSION**

The City Council will convene in such executive or (closed session) to consider any matters regarding any of the above agenda items as well as the following matters pursuant to Chapter 551 of the Texas Government Code.

**Section 551.071.** Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer:

**Council met in Closed Session from 6:17 p.m. until 7:18 p.m.**

**A. *Marcus Mote v. Debra Walthall*, Case No. 4:16-CV-00203-RC, United States District Court for the Eastern District of Texas.**

**Section 551.071,** (1) Private consultation with its attorney to see advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government



body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

**Council met in Closed Session from 6:17 p.m. until 7:18 p.m.**

**A. MCM Contract for Lake Sharon Roadway Extension.**

After discussion of any matters in closed session, any final action or vote taken will be in public by the City Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not, pursuant to Section 551.071 of the Texas Government Code, Consultation with City Attorney.

**RECONVENE IN OPEN SESSION** - In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

**There was no action taken on Closed Session items.**

**ADJOURN:**

Mayor Heidemann adjourned the meeting at 7:20 P.M.

**AYES:** All

Meeting adjourned.

Approved by Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

---

Kimberly Pence, City Secretary  
City of Corinth, Texas

**CONSENT ITEM 4.**

**City Council Regular and Workshop Session**

**Meeting Date:** 11/15/2018

**Title:** October 18, 2018 Regular Session

**Submitted For:** Kim Pence, City Secretary

**Submitted By:** Kim Pence, City Secretary

**City Manager Review: Approval:** Bob Hart, City Manager

---

**AGENDA ITEM**

Consider and act on minutes from the October 18, 2018 Regular Session.

**AGENDA ITEM SUMMARY/BACKGROUND**

Attached are minutes from the October 18, 2018 Regular Session. The minutes are in draft form and are not considered official until formally approved by the City Council.

**RECOMMENDATION**

Staff recommends approval of the October 18, 2018 Regular Session minutes.

---

**Attachments**

Minutes

---

**STATE OF TEXAS  
COUNTY OF DENTON  
CITY OF CORINTH**

On this the 18<sup>th</sup> day of October 2018 the City Council of the City of Corinth, Texas met in Regular Session at the Corinth City Hall at 7:22 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

**Members Present:**

Bill Heidemann, Mayor  
Sam Burke, Mayor Pro-Tem  
Tina Henderson, Council Member  
Don Glockel, Council Member

**Members Absent:**

Lowell Johnson, Council Member  
Scott Garber, Council Member

**Staff Members Present**

Bob Hart, City Manager  
Guadalupe Ruiz, Human Resource Manager  
Kimberly Pence, City Secretary  
Brenton Copeland, Technology Services Assistant Manager  
George Marshall, City Engineer  
Lori Levy, Senior Planner  
Melissa Cranford, Messer, Rockefeller, & Fort

**CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE:**  
"Honor the Texas Flag: I pledge allegiance to thee, Texas, one state under God, one and indivisible".

**Mayor Heidemann called the meeting to order at 7:22 p.m. Bob Hart, City Manager delivered the invocation and led in the Pledge of Allegiance.**

**CONSENT AGENDA:**

**All matters listed under the Consent Agenda are considered to be routine and will be enacted in one motion. Should the Mayor, a Councilmember, or any citizen desire discussion of any Item that Item will be removed from the Consent Agenda and will be considered separately.**

1. Consider and act on minutes from the September 20, 2018 Workshop Session.
2. Consider and act on minutes from the September 20, 2018 Special Session.
3. Consider and act on a Resolution of the City of Corinth, Texas repealing Resolution No. 18-09-20-10 stating the incorrect date for the lump sum pay under Section 3.B. and adopting Resolution No. 18-10-18-12 approving a Compensation Plan for employees, adopting pay schedules for General Government, Police, and Fire Employees; and providing for an effective date. (Supplement Agenda Item)

**MOTION** made by Councilmember Glockel to approve the Consent Agenda as presented. Seconded by Councilmember Burke.

**AYES:** Burke, Henderson, Glockel  
**NOES:** None  
**ABSENT:** Garber, Johnson,

**MOTION CARRIED**

**CITIZENS COMMENTS:**

**In accordance with the Open Meetings Act, Council is prohibited from acting on or discussing (other than factual responses to specific questions) any items brought before them at this time. Citizen's comments will be limited to 3 minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Please complete a Public Input form if you desire to address the City Council. All remarks and questions addressed to the Council shall be addressed to the Council as a whole and not to any individual member thereof. Section 30.041B Code of Ordinance of the City of Corinth.**

**John Moore, 155 W Overly Drive Suite 1506, Lake Dallas, Texas** - Legal Shield offers a portfolio of services as a voluntary employee benefit to protect the legal rights and identities of families, small businesses, employees and commercial drivers. The reason I am here is to make the Council aware and talk to the decision makers in the City about offering these services as a voluntary benefit.

**4. PUBLIC HEARING:**

TO HEAR PUBLIC OPINION REGARDING A REQUEST FROM THE APPLICANT, MIKE WELLS OF WELLS ASSET MANAGEMENT, FOR A SPECIFIC USE PERMIT TO ALLOW A HERTZ RENTAL CAR LOCATION ON AN APPROXIMATE ±2.5965 ACRE TRACT OF LAND SITUATED IN LOT 2, BLOCK A OF THE KENSINGTON PARK ADDTION IN THE CITY OF CORINTH, DENTON COUNTY, TEXAS AND MORE COMMONLY KNOWN AS 7650 I35E. CORINTH, TX 76210 (THIS PROPERTY IS LOCATED ON THE INTERSTATE 35 FRONTAGE ROAD EAST OF SOUTH GARRISON, SOUTH OF RIVERVIEW DRIVE, AND NORTH OF FM 2181).

**Lori levy, Senior Planner** - The applicant is requesting approval of a Specific Use Permit for a Hertz Rental Car establishment. The City's code of ordinances requires that automobile rental establishments are limited to 20 cars parked, and that rental cars are parked to the side or rear of the building so that required parking spaces are left open for patrons.

The applicant has provided staff with a parking plan for the proposed rental car establishment. Staff has determined that the proposed spaces meet the City's requirements.

At the Planning and Zoning Commission Meeting on September 24, 2018 the Commission voted to unanimously approve the proposed SUP.

**Mayor Heidemann opened the Public Hearing at 7:30 p.m. No one spoke during the Public Hearing. Mayor Heidemann closed the Public Hearing at 7:30 p.m.**

**4a. BUSINESS:**

Consider and act on an Ordinance for a Specific Use Permit (SUP) to allow a Hertz rental car location on an approximate ±2.5965 acre tract of land situated in Lot 2, Block A of the Kensington

Park Addition in the City of Corinth, Denton County, Texas and is more commonly known as 7650 I35E. Corinth, TX 76210 (this property is located on the Interstate 35 frontage road, east of South Garrison Rd, south of Riverview Drive and north of FM 2181).

**MOTION** made by Councilmember Burke to approve the Ordinance for a Specific Use Permit (SUP) to allow a Hertz rental car location on an approximate ±2.5965 acre tract of land situated in Lot 2, Block A of the Kensington Park Addition in the City of Corinth, Denton County, Texas and is more commonly known as 7650 I35E. Corinth, TX 76210 (this property is located on the Interstate 35 frontage road, east of South Garrison Rd, south of Riverview Drive and north of FM 2181). Seconded by Councilmember Henderson.

**AYES:** Burke, Henderson, Glockel  
**NOES:** None  
**ABSENT:** Garber, Johnson

**MOTION CARRIED**

**BUSINESS:**

5. Consider and act upon the adoption of a Home Builder Kiosk Sign Program and authorize the City Manager to enter into a contract with National Sign Plazas to facilitate the installation of informational signs in city-owned right-of-way to direct potential customers to developments within the City.

**Lori Levy, Senior Planner** - Staff is proposing the adoption of a Home Builder Kiosk Program. The purpose of these signs is to advertise both residential developments and individual home builders within the developments from heavily trafficked locations in order to direct potential home buyers to residential neighborhoods in Corinth.

The City's Sign Ordinance does not allow any off-premises signs and therefore the residential developments and home builders have no opportunity to direct traffic to their locations. This City-sponsored but privately funded program would provide an attractive and uniform way of advertising new residential developments in the City.

There is no cost to the City for this program. The sign company contacts the home builders and/or subdivision developers for inclusion on the signs. The sign company constructs and installs signs at locations of the City's choosing. In addition, a percentage of the revenue collected by the sign company is remitted to the city for the general fund.

The sign company will remit to the City \$10 per placard per month, collected from the rents paid by the home builders and/or the subdivision companies. Additionally National Sign Plaza will provide 10% of the sold panels to City at no cost for the purpose of providing direction to municipal facilities such as City Hall, Parks, Police Stations, etc.

**Councilmember Henderson** - would this eliminate the other signs?

**Lori Levy, Senior Planner** - we do have something right now in the sign ordinance that allows the homebuilder type signs without a permit. We would probably need to take that out of the sign ordinance. This is something that the contractor will be contacting and soliciting the homebuilders business.

**Bob Hart, City Manager** - generally once you put these signs up, the bandit signs tend to go away.

**MOTION** made by Councilmember Henderson to approve the adoption of a Home Builder Kiosk Sign Program and authorize the City Manager to enter into a contract with National Sign Plazas to facilitate the installation of informational signs in city-owned right-of-way to direct potential customers to developments within the City. Seconded by Councilmember Glockel.

**AYES:** Burke, Henderson, Glockel  
**NOES:** None  
**ABSENT:** Garber, Johnson

**MOTION CARRIED**

**COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

The purpose of this section is to allow each councilmember the opportunity to provide general updates and/or comments to fellow councilmembers, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Councilmember may direct that an item be added as a business item to any future agenda.

**Councilmember Glockel** - I recently go a rural route mailbox and it made me more aware of something that I think is a problem. The zip code 76210 it showed up Denton and quite often when you order something with that address they don't put Corinth on it they put Denton on it but you do get your item ok but my concern is who gets the sales tax?

**Bob Hart, City Manager** - we will research that.

**Bob Hart, City Manager** - because of the weather Pumpkin Palooza and the 5K Run are both canceled.

**Mayor Heidemann** - we will have our first ever joint City Council meeting with Shady Shores, Lake Dallas, and Hickory Creek at CoServ on Monday at 7:30 p.m.

**There was no Closed Session discussion during the Regular Session meeting.**

**CLOSED SESSION**

The City Council will convene in such executive or (closed session) to consider any matters regarding any of the above agenda items as well as the following matters pursuant to Chapter 551 of the Texas Government Code.

**Section 551.071.** Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer:

**A. *Marcus Mote v. Debra Walthall*, Case No. 4:16-CV-00203-RC, United States District Court for the Eastern District of Texas.**

**Section 551.071,** (1) Private consultation with its attorney to see advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

**A. MCM Contract for Lake Sharon Roadway Extension.**

After discussion of any matters in closed session, any final action or vote taken will be in public by the City Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not, pursuant to Section 551.071 of the Texas Government Code, Consultation with City Attorney.

**RECONVENE IN OPEN SESSION** - In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

**There was no action taken on Closed Session items.**

**ADJOURN:**

Mayor Heidemann adjourned the meeting at 7:40 P.M.

**AYES:** All

Meeting adjourned.

Approved by Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

---

Kimberly Pence, City Secretary  
City of Corinth, Texas

**City Council Regular and Workshop Session**

**Meeting Date:** 11/15/2018

**Title:** Economic Development Incentive Agreement between the Corinth Economic Development Corporation and Utter Properties, L.L.C.

**Submitted For:** Jason Alexander, Director

**Submitted By:** Jason Alexander, Director

**Finance Review:** Yes

**Legal Review:** Yes

**City Manager Review: Approval:** Bob Hart, City Manager

**AGENDA ITEM**

Consider and act on a Resolution of the City Council authorizing the Corinth Economic Development Corporation to enter into an Economic Development Incentive Agreement with Utter Properties, L.L.C. to provide economic development assistance in an amount not to exceed \$24,790.00 for costs associated with a proposed facility expansion project (**FIRST READING**).

**AGENDA ITEM SUMMARY/BACKGROUND**

As one of the most tenured establishments in Corinth, Bill Utter Ford (operating as Utter Properties, L.L.C.) recently expanded their automotive retail sales operations. Their expansion advances the economic and physical development interests of the Corinth Economic Development Corporation (the "**CEDC**") by creating jobs, increasing sales and property tax revenues and enhancing the visual image of Corinth. An Economic Development Incentive Agreement ("**Agreement**") has been proposed between the CEDC and Utter Properties, L.L.C., and crafted pursuant to the provisions of the Development Corporation Act of 1979 (the "**Act**"). The CEDC is authorized under the Act to undertake and fund projects that will "promote new or expanded business development."

If approved, the term of the Agreement will commence on November 15, 2018 and expire on December 31, 2022. The Agreement provides that the CEDC will provide economic development assistance to Utter Properties, L.L.C. in the amount of \$24,790.00 (the "**Grant Payment**") for the expenditures incurred from the addition of new personal property and the creation and retention of jobs. In exchange for this economic benefit, Utter Properties, L.L.C.:

- Will continuously operate the establishment of a quality and character equal to or superior to that existing as of the effective date of the Agreement for the duration of the term; **and**
- Will continuously employ at least 157 persons in jobs on or before August 31, 2019, and maintain such level of employment during the term of the Agreement. It should be noted that the total number of persons employed, as called for by the Agreement, must include the retention of at least 150 jobs and the creation of at least seven (7) jobs.

In the event that Utter Properties, L.L.C. determines that continued operation of its business is not commercially reasonable and ceases such operation, then the company must repay, within 120 days, the Grant Payment as described above in accordance with the following schedule:

<b><u>Year 1:</u></b>	\$24,790.00
<b><u>Year 2:</u></b>	\$18,592.50
<b><u>Year 3:</u></b>	\$12,395.00
<b><u>Year 4:</u></b>	\$6,197.50



For example, if Utter Properties, L.L.C. ceases to operate from its facilities in Corinth in Year 2, then the amount that would be repaid to the CEDC is \$18,592.50.

Also, if the Applicant decides to terminate the Agreement, then the entire amount of the Grant Payment plus five (5) percent interest per annum, must be repaid to the CEDC within ten (10) days from the date of termination.

Pursuant to the Act, a public hearing is required, and the CEDC may not undertake, or fund this project until the City Council adopts a resolution and gives the resolution at least two (2) separate readings. A notice of public hearing was posted in the Denton Record Chronicle on October 27, 2018 and the CEDC conducted a public hearing during their on November 5, 2018. No one from the public spoke on this Agreement.

## **RECOMMENDATION**

The CEDC Board of Directors met in Regular Session on November 5, 2018. During their Regular Session, staff recommended that the CEDC Board of Directors provide an affirmative recommendation to the City Council on the Agreement. The CEDC Board of Directors considered, and acted on the Agreement, and voted unanimously to provide an affirmative recommendation to the City Council. In accordance with State law, the City Council must give the resolution two (2) separate readings. The reading of this Resolution, if approved by the City Council, would be the first of the required readings.

---

### **Fiscal Impact**

**Source of Funding:** Corinth Economic Development Corporation

#### **FINANCIAL SUMMARY:**

If the Agreement is approved by the City Council, then the CEDC would be responsible for making the Grant Payment to Utter Properties, L.L.C. in an amount of \$24,790.00 on or before December 31, 2018.

---

### **Attachments**

Resolution and Exhibit "A" (Economic Development Incentive Agreement)

---

**RESOLUTION NO. 2018 - 11 - 15 - [REDACTED]**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE CORINTH ECONOMIC DEVELOPMENT CORPORATION AND UTTER PROPERTIES, L.L.C. (DOING BUSINESS AS BILL UTTER FORD), PROVIDING AN INCENTIVE IN THE FORM OF A REIMBURSEMENT IN THE AMOUNT OF \$24,790.00 FOR THE EXPANSION OF BILL UTTER FORD; AUTHORIZING THE PRESIDENT TO EXECUTE SAID AGREEMENT ON THE BEHALF OF THE CORINTH ECONOMIC DEVELOPMENT CORPORATION; PROVIDING FOR TWO READINGS; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the Corinth Economic Development Corporation (“**CEDC**”) is a Type B Economic Development Corporation created pursuant to Chapters 501 and 505 of the Texas Local Government Code, as amended (the “**CODE**”);

**WHEREAS**, the City Council finds and determines that the expenditure by the CEDC as specified in the attached Economic Development Incentive Agreement (the “**AGREEMENT**”) will promote new or

expanded business development in the City, and otherwise meets the definition of a “**PROJECT**”, as that term is defined by Sections 501.101, 501.103 and 505.158 of the Code;

**WHEREAS**, Section 505.158 of the Code requires Type B Economic Development Corporations authorized by cities with a population of 20,000 or less and approving a project requiring an expenditure of \$10,000.00 or more may not undertake such project until the governing body of the city adopts a resolution authorizing the project after giving the resolution two separate readings;

**WHEREAS**, the City Council determines that this Resolution and the attached Agreement comply with and are authorized by the ballot proposition submitted to the voters of the City of Corinth, Texas in connection with the obligation of Type B sales and use tax; **AND**

**WHEREAS**, the City Council hereby determines it is in the best interest of the City of Corinth to adopt this Resolution approving the attached Agreement.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:**

**PART 1.** The attached Agreement between the CEDC and Utter Properties, L.L.C. is hereby approved.

**PART 2.** The CEDC President is authorized to execute this Agreement on the behalf of the CEDC.

**PART 3.** If any provision of this Resolution is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Council hereby declares that it would have passed such remaining portions of this Resolution despite such illegality, invalidity or unenforceability, which remaining portions shall remain in full force and effect.

**PART 4.** This Resolution shall be in full force and effect from and after its second reading.

**READ AND APPROVED** by the City Council of the City of Corinth, Texas at first reading on the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**READ AND ADOPTED** by the City Council of the City of Corinth, Texas at second reading on the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

---

Bill Heidemann

Mayor

**ATTEST:**

---

Kimberly Pence

**APPROVED AS TO FORM:**



City Attorney

1 **EXHIBIT “A”**

2  
3 **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

4  
5 As of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

6 (the “**EFFECTIVE DATE**”) this Economic Development Incentive Agreement (the “**AGREEMENT**”) is  
7 entered into the Corinth Economic Development Corporation, a non-profit corporation organized under the  
8 Development Corporation Act of 1979 (the “**CEDC**”), and Utter Properties, L.L.C., a Texas limited liability  
9 company doing business as Bill Utter Ford (the “**COMPANY**”). The CEDC and the Company are  
10 collectively referred to as the “**PARTIES**” or individually as a “**PARTY**”. Capitalized terms not otherwise  
11 defined have the meaning given them in Article II.

12  
13 ARTICLE I.

14 **RECITALS**

16           **PARAGRAPH 1.01.** Commencing on or before the Effective Date, the Company expanded its  
17 automotive retail sales operations by making improvements upon its property to expand its facilities in in  
18 the City of Corinth to enhance its sales of automobiles and to improve its delivery of related services.

19           **PARAGRAPH 1.02.** The CEDC has determined and found that the expansion of the automotive  
20 retail sales operations and facilities will create Jobs, and that the expenditure of the CEDC as set forth in  
21 this Agreement is suitable or required for the development of business enterprise and falls within the  
22 definition of a “**PROJECT**” as defined in the Development Corporation Act of 1979.

23           **PARAGRAPH 1.03.** The CEDC has determined and found the substantial economic benefit and  
24 the creation of new opportunities of employment will accrue to the City as a direct result of the Company’s  
25 expansion of its facilities to enlarge its automotive retail sales and service operations. The value of the  
26 economic benefit of the expansion will outweigh the amount of expenditures required of the CEDC under  
27 this Agreement.

28           **PARAGRAPH 1.04.** For the reasons stated in these Recitals, which are incorporated into and  
29 made a part of this Agreement, and in consideration of the mutual benefits and obligations set forth herein,  
30 the Parties enter into this Agreement and agree to the terms and conditions set forth in this Agreement.

31

32

ARTICLE II.



33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49

**DEFINITIONS**

**PARAGRAPH 2.01.** “**BUSINESS**” means the business activities of the Company’s automotive retail sales and services operations conducted in the City of Corinth, Texas on the Site (defined below).

**PARAGRAPH 2.02.** A “**FORCE MAJEURE EVENT**” means an event beyond the reasonable control of a Party obligated to perform an act or take some action under this Agreement including, but not limited to: acts of God; earthquake; fire; explosion; war; civil insurrection; acts of the public enemy; act of civil or military authority; sabotage; terrorism; floods; lightning; hurricanes; tornadoes; severe snow storms; utility disruption; strikes; lockouts; major equipment failure; or the failure of any major supplier to perform its obligations. A Force Majeure Event pauses a Party’s performance obligation for the duration of the event but does not excuse it. If a Force Majeure Event occurs and such event prevents a Party from fulfilling its obligations hereunder, the applicable time period for performing such obligations shall be extended by the period of delay resulting from the Force Majeure Event.

**PARAGRAPH 2.03.** “**JOB**” means a full-time employment position at the Site, resulting from the Business, which position:

- A.** Is not seasonal; **AND**
- B.** Is provided with at least 30 hours of employment per week.

50 Any position not meeting such criteria does not qualify as a “**JOB**” for purposes of this Agreement.

51 **PARAGRAPH 2.04.** “**PERSONAL PROPERTY**” means all equipment, materials, supplies or  
52 other personal property used in connection with the construction, equipping or maintenance of the Business  
53 on the Site subject to sales and use tax imposed by Texas Tax Code, but does not include personal property  
54 held for resale by the Business or acquired by the Business for the purpose of transfer to another party.

55 **PARAGRAPH 2.05.** “**SITE**” means the real property within the corporate limits of the City of  
56 Corinth, Texas upon which the activities of the Company’s automotive retail sales and services operations  
57 are located, the legal description of which is shown in Exhibit “A.1.”, attached hereto and made a part of  
58 this Agreement for all purposes.

59 **PARAGRAPH 2.06.** The “**TERM**” of this Agreement will commence on the Effective Date and  
60 continue until the 31<sup>st</sup> day of **DECEMBER, 2022**, unless terminated sooner, as provided in this Agreement,  
61 (the “**TERMINATION DATE**”), except that the Company’s obligation to comply with Paragraph 6.02.  
62 below by submitting a certified Compliance Certificate in the year **2023** demonstrating compliance with its  
63 obligations under this Agreement during the calendar year **2022**, shall survive the Termination Date.

64

65

### ARTICLE III.

66

### **OBLIGATIONS OF THE COMPANY**

67

68           **PARAGRAPH 3.01.** The Company shall continuously operate the Business as an automotive  
69 retail sales and service establishment of a quality and character equal to or superior to that existing on the  
70 Site as of the Effective Date for the duration of the Term, unless the Company determines that continued  
71 operation of the Business is not commercially reasonable.

72           **PARAGRAPH 3.02.** The Company shall employ at least **157** persons in Jobs on or before the  
73 **31<sup>st</sup>** day of **AUGUST, 2019**, and maintain such level of employment during the Term (the “**MINIMUM**  
74 **JOBS REQUIREMENT**”).

75           **PARAGRAPH 3.03.** The Company agrees to adopt and follow employment policies, rules and  
76 procedures intended to ensure that no discrimination will occur in the creation of Jobs on the basis of race,  
77 creed, color, national origin, sex or disability or other characteristics for which protection is available under  
78 applicable local, state and federal anti-discrimination laws.

79           **PARAGRAPH 3.04.** In performing its obligations under this Article, the Company shall comply  
80 with all applicable laws, regulations and ordinances.

81

82

ARTICLE IV.

83

**ECONOMIC DEVELOPMENT INCENTIVE PROVIDED BY THE CEDC**

84

85           **PARAGRAPH 4.01.** Subject to the requirements and limitations of this Article, other terms and  
86 conditions of this Agreement, and State law, the CEDC will reimburse the Company on or before the **31<sup>st</sup>**  
87 day of **DECEMBER, 2018** for the addition of Personal Property and the creation of new Jobs on the Site  
88 identified in Paragraph 4.02. (the “**GRANT PAYMENT**”).

89           **PARAGRAPH 4.02.** The CEDC will make the Grant Payment to the Company in a total amount  
90 of Twenty-Four Thousand Seven Hundred and Ninety and No/100 Dollars (\$24,790.00).

91

92

ARTICLE V.

93

**DEFAULT, TERMINATION AND REMEDIES**

94

95           **PARAGRAPH 5.01.** At any time during the Term that the Company determines that continued  
96 operation of the Business on the Site is not commercially reasonable and ceases its operations, the Company  
97 shall repay to the CEDC, within 120 days from the date the Company ceases to operate, the portion of the  
98 Grant Payment due in accordance with the following schedule:

99                           **A.     YEAR 1         —     \$24,790.00**

100                           **B.     YEAR 2         —     \$18,592.50**

101                                    **C.     YEAR 3           —     \$12,395.00**

102                                    **D.     YEAR 4           —     \$6,197.50**

103                    For example, if the Company ceases to operate the Business on the Site in Year 2, then the Company  
104 would repay to the CEDC an amount of \$18,592.50. For the purpose of clarity, each “**YEAR**” within the  
105 Term of this Agreement shall commence on **JANUARY 1** and end on **DECEMBER 31** of each calendar  
106 year following the Effective Date of this Agreement.

107                    **PARAGRAPH 5.02.**    The Company hereby consents to and the CEDC shall be hereby entitled  
108 to record a lien against the Site to secure the applicable amount of the Grant Payment due under Paragraph  
109 5.01. if such amount becomes due and the Company fails to timely make payment.

110                    **PARAGRAPH 5.03.**    At any time during the Term of this Agreement that the Company is not in  
111 compliance with its obligations under this Agreement, the CEDC may send written notice of such non-  
112 compliance to the Company. If such non-compliance is not cured within 120 days after the Company’s  
113 receipt of such written notice or, if non-compliance is not reasonably susceptible to cure within 120 days  
114 and a cure is not begun within such 30-day period and, thereafter, continuously and diligently pursued to  
115 completion on a schedule approved by the CEDC (in either event, a “**CURE PERIOD**”), then the CEDC  
116 may, at its sole discretion and option, terminate this Agreement and the Company shall repay all or a portion  
117 of the Grant Payment in accordance with the schedule provided in Paragraph 5.01.

118                   A.       Except as to circumstances arising from a Force Majeure Event, the Term  
119 shall not be extended as a result of any Cure Period agreed to by the CEDC under this Paragraph.

120                   **PARAGRAPH 5.04.**   Upon breach of any obligation under this Agreement, in addition to any  
121 other remedies expressly set forth in this Agreement with respect to such breach, the CEDC may pursue  
122 such remedies as are available at law or in equity for breach of this Agreement.

123                   **PARAGRAPH 5.05.**   The CEDC shall not be obligated to pay any indebtedness or obligations  
124 of the Company. **The Company hereby agrees to release, defend, indemnify and hold the CEDC, and**  
125 **the CEDC's officers, agents and employees, from and against:**

126                   A.       **Any indebtedness or obligations of the Company; OR**

127                   B.       **Any other loss, claim, demand, lawsuit, liability or damages arising**  
128 **from the negligence or intentional misconduct of the Company in the performance of its obligations**  
129 **under this Agreement; OR**

130                   C.       **Breach of any representation, warranty, covenant or agreement of the**  
131 **Company contained in this Agreement, without regard to any notice or Cure Period provisions.**

132                   **The Company's indemnification obligation hereunder shall include payment of the CEDC's**  
133 **reasonable attorneys' fees, costs and expenses with respect thereto.**



151           **PARAGRAPH 6.02.** Beginning in calendar year **2019** and continuing each calendar year  
152 thereafter during the Term, the Company shall submit to the CEDC, on or before **JANUARY 31** of each  
153 such year, a certified Compliance Certificate, acceptable to the CEDC and signed by an authorized officer  
154 or employee of the Company, certifying that the Company is in full compliance with its obligations under  
155 this Agreement or, if not in full compliance, a statement disclosing the nature of any non-compliance and  
156 any reasons therefor. Beginning in calendar year **2020**, each certified Compliance Certificate shall also  
157 include information regarding the Company’s satisfaction of the Minimum Jobs Requirement as of the end  
158 of the preceding calendar year, in accordance with Paragraph 3.02. hereof. After receiving a timely  
159 submitted certified Compliance Certificate, the CEDC shall have 30 days to notify the Company of any  
160 questions that the CEDC may have concerning any of the information in the certified Compliance  
161 Certificate, and the Company shall diligently work in good faith to respond to such questions to the CEDC’s  
162 reasonable satisfaction.

163           **PARAGRAPH 6.03.** The Company agrees that the CEDC, or its authorized representative, shall  
164 have the right to review the business records of the Company that relate to its performance under this  
165 Agreement in order to determine the Company’s compliance with the terms of this Agreement, subject to  
166 the Company’s obligations of confidentiality and pursuant to applicable state and federal laws. Such review  
167 shall occur at any reasonable time, upon at least five (5) days’ prior written notice to the Company, and



168 may occur a maximum of one (1) time each month. To the extent reasonably possible, the Company shall  
169 make all such records available in electronic form or otherwise available to be accessed through the internet.

170 **PARAGRAPH 6.04.** Subject to the requirements of the Texas Public Information Act, or order  
171 of a court of appropriate jurisdiction, the Company may be required to disclose or make available to the  
172 CEDC any information relating to this Agreement. The Company agrees to cooperate with the CEDC in  
173 response to any request for information under the Texas Public Information Act or court order. The CEDC  
174 will endeavor to provide the Company with advance written notice of any such request for information or  
175 court order so that the Company may seek any relief to which the Company believes it is entitled. The  
176 CEDC's obligations under this Paragraph do not impose a duty upon the CEDC to challenge any court order  
177 or ruling of the Texas Attorney General to release information in response to a specific request for  
178 information under the Texas Public Information Act.

179

180

ARTICLE VII.

181

**REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

182

183 As of the Effective Date, the Company represents and warrants to the CEDC, as follows:

184           **PARAGRAPH 7.01.** The Company is a duly organized, validly existing limited liability  
185 company, in good standing under the laws of the State of Texas and is authorized to conduct business and  
186 own real property in the State of Texas. The activities that Company proposes to carry on at the Site may  
187 lawfully be conducted by Company.

188           **PARAGRAPH 7.02.** The execution, delivery and performance by the Company of this  
189 Agreement are within the Company's powers and have been duly authorized.

190           **PARAGRAPH 7.03.** This Agreement is the legal, valid and binding obligation of the Company,  
191 and is enforceable against the Company in accordance with its terms except as limited by applicable relief,  
192 liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar  
193 laws affecting the rights or remedies of creditors generally, as in effect from time to time.

194           **PARAGRAPH 7.04.** The Company is not in default in the performance, observance or  
195 fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to  
196 which they are parties or by which they or any of their property is bound that would have any material  
197 adverse effect on the Company's ability to perform under this Agreement.

198           **PARAGRAPH 7.05.** Neither this Agreement nor any Exhibit attached hereto in connection with  
199 the negotiation of this Agreement contains any untrue statement of a material fact or omits to state any

200 material fact necessary to keep the statements contained herein or therein, in the light of the circumstances  
201 in which they were made, from being misleading.

202

203

ARTICLE VIII.

204

**MISCELLANEOUS**

205

206 **PARAGRAPH 8.01.** This Agreement, including the Recitals and the Exhibits hereto, contains  
207 the entire agreement between the Parties with respect to the transactions contemplated herein and  
208 supersedes any prior understandings or written or oral agreements between the Parties.

209 **PARAGRAPH 8.02.** This Agreement may only be amended, altered or terminated by written  
210 instrument signed by all Parties.

211 **PARAGRAPH 8.03.** All notices required by this Agreement will be delivered to the following  
212 by certified mail or electronic mail transmission:

213

**THE CEDC:**

214

Executive Director

215

Corinth Economic Development Corporation

216

3300 Corinth Parkway

217 Corinth, Texas 76208

218 E-mail: jason.alexander@cityofcorinth.com

219 **With a copy to:**

220 City Manager

221 City of Corinth

222 3300 Corinth Parkway

223 Corinth, Texas 76208

224 E-mail: bob.hart@cityofcorinth.com

225 **THE COMPANY:**

226 Monica Utter

227 Bill Utter Ford

228 4901 South Interstate 35E

229 Denton, Texas 76210

230 E-mail: mutter@billutterford.com

231 **With a copy to:**

232 Craig Bowen

233 Bill Utter Ford

234 4901 South Interstate 35E  
235 Denton, Texas 76210  
236 E-mail: cbowen@billutterford.com

237 Each Party will notify the other Party in writing of any change in information required for notice  
238 under this Paragraph within ten (10) days of such change.

239 **PARAGRAPH 8.04.** This Agreement is made and shall be construed and interpreted under the  
240 laws of the State of Texas. Mandatory venue for any legal proceedings shall lie in state court of appropriate  
241 jurisdiction for the action located in Denton County, Texas. Mandatory venue for any matters in federal  
242 court will be in the United States District Court for the Eastern District of Texas, Sherman Division.

243 **PARAGRAPH 8.05.** The Company agrees that neither the City of Corinth, Texas (the “CITY”),  
244 nor the CEDC assume any liability or responsibility by approving plans, issuing permits or approvals or  
245 making inspections related to any matter arising under this Agreement.

246 **PARAGRAPH 8.06.** If any provision of this Agreement is held to be illegal, invalid or  
247 unenforceable under present or future laws effective while this Agreement is in effect, such provision shall  
248 be automatically deleted from this Agreement and the legality, validity and enforceability of the remaining  
249 provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall

250 be added as part of this Agreement, a provision that is legal, valid and enforceable and that is as similar as  
251 possible in terms and substance as possible to the deleted provision.

252 **PARAGRAPH 8.07.** In the event litigation is commenced under the terms of this Agreement,  
253 the prevailing Party shall be entitled to recover from the other reasonable attorney fees and costs.

254 **PARAGRAPH 8.08.** It is understood and agreed between the Parties that the CEDC and the  
255 Company, in executing this Agreement, and in performing their respective obligations, are acting  
256 independently, and not in any form of partnership or joint venture, and any implication to the contrary is  
257 hereby expressly disclaimed. **The CEDC assumes no responsibilities to any third parties in connection**  
258 **with this Agreement, and the Company agrees to indemnify, defend and hold the CEDC, its officers,**  
259 **representatives, agents and employees, harmless from any such liabilities.**

260 **PARAGRAPH 8.09.** This Agreement is for the exclusive benefit of the Parties and no third party  
261 may claim any right, title or interest in any benefit arising under this Agreement. The Company may not  
262 assign any of its rights, or delegate or sub-contract any of its duties under this Agreement, in whole or in  
263 part, without the prior written consent of the CEDC.

264 **PARAGRAPH 8.10.** Nothing in this Agreement, and no action of the CEDC under this  
265 Agreement, will constitute a waiver of any immunity of the CEDC to suit or to liability or of any limitations  
266 on liability granted by applicable law, including without limitation, the Texas Constitution.

267           **PARAGRAPH 8.11.** The Company shall not and does hereby agree not to knowingly employ  
268 an “**UNDOCUMENTED WORKER**” as defined in Texas Government Code Section 2264.001. If  
269 convicted of a violation under 8 U.S.C. Section 1324a(f), the Company shall repay the full amount of the  
270 Grant Payment received by the Company from the CEDC as of the date of such violation not later than 120  
271 days after the date the Company is notified by the CEDC of a violation of this Paragraph, plus interest from  
272 the date the Grant Payment was paid to the Company, at the rate of five (5) percent per annum. Said interest  
273 shall accrue from the date the Grant Payment was paid to the Company until the date that the payment is  
274 fully repaid to the CEDC. The CEDC shall be entitled to recover from the Company other reasonable  
275 attorney fees and costs incurred from an action to recover the Grant Payment subject to repayment under  
276 this Paragraph. However, the Company will not be liable for a violation by its subsidiary, affiliate or person  
277 which whom the Company contracts.

278           **PARAGRAPH 8.12.** Subject to the requirements of Texas Government Code Chapter 2270, the  
279 Company certifies that it does not boycott Israel, and it will not boycott Israel during the Term. Pursuant to  
280 Texas Government Code Chapter 2252, Subchapter F, the Company affirms that is it not identified on a list  
281 created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide  
282 supplies or services to a foreign terrorist organization.

283           **PARAGRAPH 8.13.** No term or condition of this Agreement shall be deemed to have been  
284 waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written  
285 instrument of the Party charged with such waiver or estoppel.

286

287

288

289

290

291                                   **EXECUTED** to be effective as of the Effective Date.

292

293

294

295

296

297   **THE CORINTH ECONOMIC DEVELOPMENT CORPORATION**

298

299 By: 



300                    President

301

302    **THE COMPANY**

303

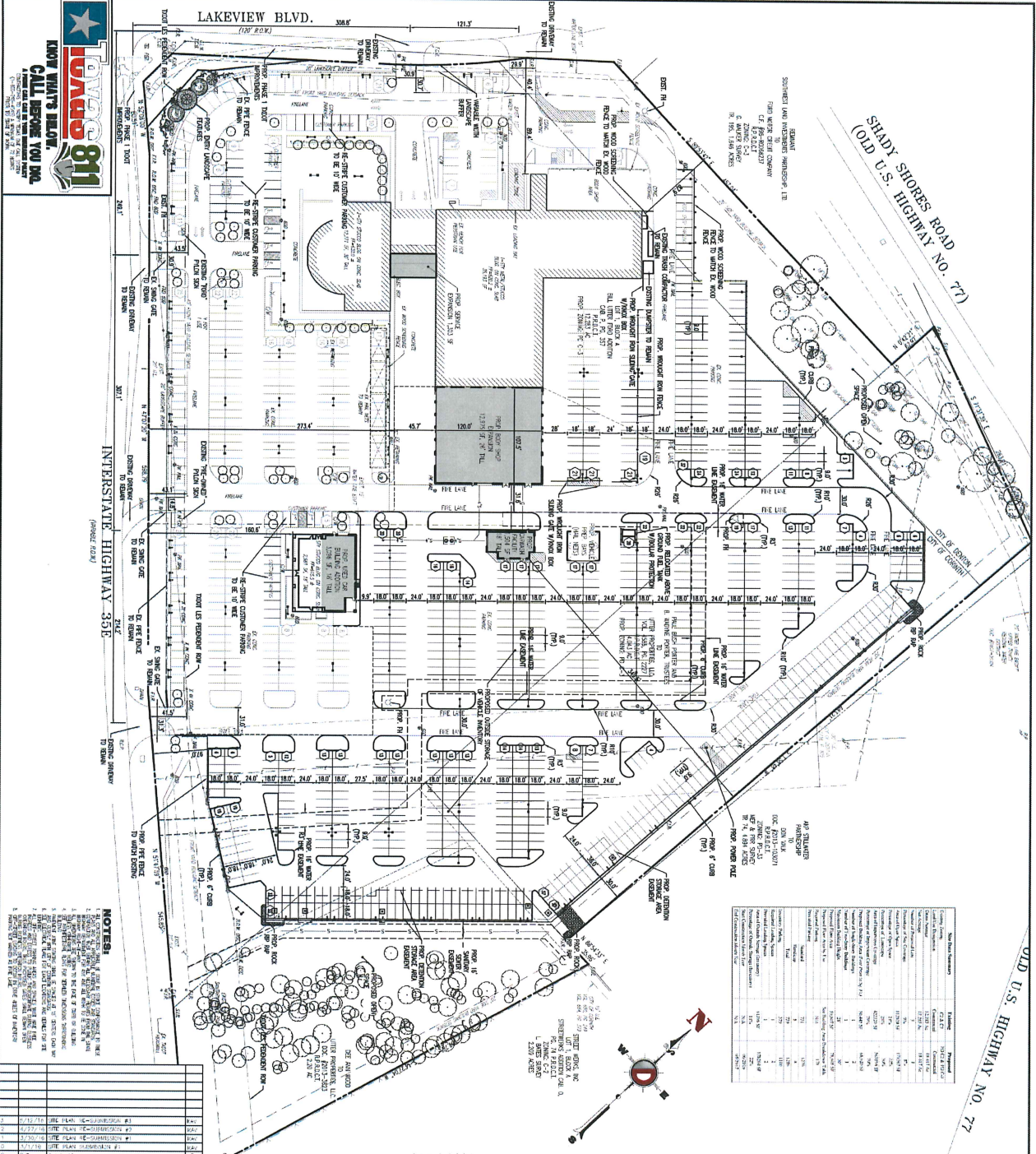
304    By:                    

305    Name:                   

306    Title:                    

EXHIBIT "A.1."

**LEGAL DESCRIPTION OF THE SITE**



- NOTES:**
1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
  2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
  3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
  4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
  5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT UNLESS OTHERWISE NOTED.
  6. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE BLOCK UNLESS OTHERWISE NOTED.
  7. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE TRACT UNLESS OTHERWISE NOTED.
  8. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE COUNTY UNLESS OTHERWISE NOTED.
  9. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE STATE UNLESS OTHERWISE NOTED.
  10. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE NATION UNLESS OTHERWISE NOTED.

Category	Area (sq. ft.)	Volume (cu. ft.)	Weight (lb.)
Asphalt	10,000	100,000	1,000,000
Concrete	5,000	50,000	500,000
Gravel	2,000	20,000	200,000
Earth	1,000	10,000	100,000
Water	1,000	10,000	100,000
Air	1,000	10,000	100,000
Fire	1,000	10,000	100,000
Light	1,000	10,000	100,000
Sound	1,000	10,000	100,000
Heat	1,000	10,000	100,000
Cooling	1,000	10,000	100,000
Power	1,000	10,000	100,000
Water	1,000	10,000	100,000
Gas	1,000	10,000	100,000
Oil	1,000	10,000	100,000
Coal	1,000	10,000	100,000
Wood	1,000	10,000	100,000
Steel	1,000	10,000	100,000
Aluminum	1,000	10,000	100,000
Copper	1,000	10,000	100,000
Brass	1,000	10,000	100,000
Iron	1,000	10,000	100,000
Lead	1,000	10,000	100,000
Zinc	1,000	10,000	100,000
Nickel	1,000	10,000	100,000
Chromium	1,000	10,000	100,000
Manganese	1,000	10,000	100,000
Silicon	1,000	10,000	100,000
Phosphorus	1,000	10,000	100,000
Sulfur	1,000	10,000	100,000
Chlorine	1,000	10,000	100,000
Fluorine	1,000	10,000	100,000
Iodine	1,000	10,000	100,000
Bromine	1,000	10,000	100,000
Mercury	1,000	10,000	100,000
Platinum	1,000	10,000	100,000
Gold	1,000	10,000	100,000
Silver	1,000	10,000	100,000
Palladium	1,000	10,000	100,000
Rhodium	1,000	10,000	100,000
Ruthenium	1,000	10,000	100,000
Rhenium	1,000	10,000	100,000
Osmium	1,000	10,000	100,000
Iridium	1,000	10,000	100,000
Plutonium	1,000	10,000	100,000
Americium	1,000	10,000	100,000
Curium	1,000	10,000	100,000
Berkelium	1,000	10,000	100,000
Californium	1,000	10,000	100,000
Einsteinium	1,000	10,000	100,000
Fermium	1,000	10,000	100,000
Mendelevium	1,000	10,000	100,000
Nobelium	1,000	10,000	100,000
Lanthanum	1,000	10,000	100,000
Cerium	1,000	10,000	100,000
Praseodymium	1,000	10,000	100,000
Neodymium	1,000	10,000	100,000
Europium	1,000	10,000	100,000
Gadolinium	1,000	10,000	100,000
Terbium	1,000	10,000	100,000
Dysprosium	1,000	10,000	100,000
Ytterbium	1,000	10,000	100,000
Lutetium	1,000	10,000	100,000
Hafnium	1,000	10,000	100,000
Tantalum	1,000	10,000	100,000
Tungsten	1,000	10,000	100,000
Rhenium	1,000	10,000	100,000
Osmium	1,000	10,000	100,000
Iridium	1,000	10,000	100,000
Rhodium	1,000	10,000	100,000
Ruthenium	1,000	10,000	100,000
Rhenium	1,000	10,000	100,000
Osmium	1,000	10,000	100,000
Iridium	1,000	10,000	100,000
Platinum	1,000	10,000	100,000
Gold	1,000	10,000	100,000
Silver	1,000	10,000	100,000
Palladium	1,000	10,000	100,000
Rhodium	1,000	10,000	100,000
Ruthenium	1,000	10,000	100,000
Rhenium	1,000	10,000	100,000
Osmium	1,000	10,000	100,000
Iridium	1,000	10,000	100,000
Platinum	1,000	10,000	100,000
Gold	1,000	10,000	100,000
Silver	1,000	10,000	100,000
Palladium	1,000	10,000	100,000
Rhodium	1,000	10,000	100,000
Ruthenium	1,000	10,000	100,000
Rhenium	1,000	10,000	100,000
Osmium	1,000	10,000	100,000
Iridium	1,000	10,000	100,000
Platinum	1,000	10,000	100,000
Gold	1,000	10,000	100,000
Silver	1,000	10,000	100,000
Palladium	1,000	10,000	100,000
Rhodium	1,000	10,000	100,000
Ruthenium	1,000	10,000	100,000
Rhenium	1,000	10,000	100,000
Osmium	1,000	10,000	100,000
Iridium	1,000	10,000	100,000
Platinum	1,000	10,000	100,000
Gold	1,000	10,000	100,000
Silver	1,000	10,000	100,000
Palladium	1,000	10,000	100,000
Rhodium	1,000	10,000	100,000
Ruthenium	1,000	10,000	100,000
Rhenium	1,000	10,000	100,000
Osmium	1,000	10,000	100,000
Iridium	1,000	10,000	100,000
Platinum	1,000	10,000	100,000
Gold	1,000	10,000	100,000
Silver	1,000	10,000	100,000
Palladium	1,000	10,000	100,000
Rhodium	1,000	10,000	100,000
Ruthenium	1,000	10,000	100,000
Rhenium	1,000	10,000	100,000
Osmium	1,000	10,000	100,000
Iridium	1,000	10,000	100,000
Platinum	1,000	10,000	100,000
Gold	1,000	10,000	100,000
Silver	1,000	10,000	100,000
Palladium	1,000	10,000	100,000
Rhodium	1,000	10,000	100,000
Ruthenium	1,000	10,000	100,000
Rhenium	1,000	10,000	100,000
Osmium	1,000	10,000	100,000
Iridium	1,000	10,000	100,000
Platinum	1,000	10,000	100,000
Gold	1,000	10,000	100,000
Silver	1,000	10,000	100,000
Palladium	1,000	10,000	100,000
Rhodium	1,000	10,000	100,000
Ruthenium	1,000	10,000	100,000
Rhenium	1,000	10,000	100,000
Osmium	1,000	10,000	100,000
Iridium	1,000	10,000	100,000
Platinum	1,000	10,000	100,000
Gold	1,000	10,000	100,000
Silver	1,000	10,000	100,000
Palladium	1,000	10,000	100,000
Rhodium	1,000	10,000	100,000
Ruthenium	1,000	10,000	100,000
Rhenium	1,000	10,000	100,000
Osmium	1,000	10,000	100,000
Iridium	1,000	10,000	100,000
Platinum	1,000	10,000	100,000
Gold	1,000	10,000	100,000
Silver	1,000	10,000	100,000
Palladium	1,000	10,000	100,000
Rhodium	1,000	10,000	100,000
Ruthenium	1,000	10,000	100,000
Rhenium	1,000	10,000	100,000
Osmium	1,000	10,000	100,000
Iridium	1,000	10,000	100,000
Platinum	1,000	10,000	100,000
Gold	1,000	10,000	100,000
Silver	1,000	10,000	100,000
Palladium	1,000	10,000	100,000
Rhodium	1,000	10,000	100,000
Ruthenium	1,000	10,000	100,000
Rhenium	1,000	10,000	100,000
Osmium	1,000	10,000	100,000
Iridium	1,000	10,000	100,000
Platinum	1,000	10,000	100,000
Gold	1,000	10,000	100,000
Silver	1,000	10,000	100,000
Palladium	1,000	10,000	100,000
Rhodium	1,000	10,000	100,000
Ruthenium	1,000	10,000	100,000
Rhenium	1,000	10,000	100,000
Osmium	1,000	10,000	100,000
Iridium	1,000	10,000	100,000
Platinum	1,000	10,000	100,000
Gold	1,000	10,000	100,000
Silver	1,000	10,000	100,000
Palladium	1,000	10,000	100,000
Rhodium	1,000	10,000	100,000
Ruthenium	1,000	10,000	100,000
Rhenium	1,000	10,000	100,000
Osmium	1,000	10,000	100,000
Iridium	1,000	10,000	100,000
Platinum	1,000	10,000	100,000
Gold	1,000	10,000	100,000
Silver	1,000	10,000	100,000
Palladium	1,000	10,000	100,000
Rhodium	1,000	10,000	100,000
Ruthenium	1,000	10,000	100,000
Rhenium	1,000	10,000	100,000
Osmium	1,000	10,000	100,000
Iridium	1,000	10,000	100,000
Platinum	1,000	10,000	100,000
Gold	1,000	10,000	100,000
Silver	1,000	10,000	100,000
Palladium	1,000	10,000	100,000
Rhodium	1,000	10,000	100,000
Ruthenium	1,000	10,000	100,000
Rhenium	1,000	10,000	100,000
Osmium	1,000	10,000	100,000
Iridium	1,000	10,000	100,000
Platinum	1,000	10,000	100,000
Gold	1,000	10,000	100,000
Silver	1,000	10,000	100,000
Palladium	1,000	10,000	100,000
Rhodium	1,000	10,000	100,000
Ruthenium	1,000	10,000	100,000
Rhenium	1,000	10,000	100,000
Osmium	1,000	10,000	100,000
Iridium	1,000	10,000	100,000
Platinum	1,000	10,000	100,000
Gold	1,000	10,000	100,000
Silver	1,000	10,000	100,000
Palladium	1,000	10,000	100,000
Rhodium	1,000	10,000	100,000
Ruthenium	1,000	10,000	100,000
Rhenium	1,000	10,000	100,000
Osmium	1,000	10,000	100,000
Iridium	1,000	10,000	100,000
Platinum	1,000	10,000	100,000
Gold	1,000	10,000	100,000
Silver	1,000	10,000	100,000
Palladium	1,000	10,000	100,000
Rhodium	1,000	10,000	100,000
Ruthenium	1,000	10,000	100,000
Rhenium	1,000	10,000	100,000
Osmium	1,000	10,000	100,000
Iridium	1,000	10,000	100,000
Platinum	1,000	10,000	100,000
Gold	1,000	10,000	100,000
Silver	1,000	10,000	

**City Council Regular and Workshop Session**

**Meeting Date:** 11/15/2018

**Title:** Major Subdivision Waiver - Driveway Spacing along I-35E for Motel 6

**Submitted For:** Helen-Eve Liebman, Director

**Submitted By:** Lori Levy, Senior Planner

**City Manager Review: Approval:** Bob Hart, City Manager

---

**AGENDA ITEM**

Consider and act on a request from the applicant, Kevin Patel, authorized representative for the property owner, B.M.A.J., Inc., for a Major Subdivision Waiver to the City of Corinth Access Management Standards out of the City’s Unified Development Code (UDC) to allow a reduction in the minimum required distance between driveways along a major arterial street for the proposed driveway on property legally described as 1.629 acres situated in the L. Bates Survey, Abstract Number 204, in the City of Corinth, Denton County, Texas. (This property is located on the northwest corner of N. Corinth Street and the Missouri Pacific Railroad.)

**AGENDA ITEM SUMMARY/BACKGROUND**

The property is located on the northwest corner of N. Corinth Street and the Missouri Pacific Railroad, on the east side of I-35E and Highway 77. It is approximately 1.6 acres and is zoned I (Industrial). The applicant is requesting a major subdivision waiver to reduce the minimum required distance from the existing driveway off I-35E (old Geico site) and the proposed driveway off I-35E into the proposed Motel 6 site. Section **3.05.04 Access Management** of the Unified Development Code requires the minimum distance between driveways along a major arterial of State maintained roadways to be a minimum of 300 feet; whereas the applicant is proposing a minimum distance of 218.41 feet. The proposed driveway will also serve as mutual access for the adjacent property to the south.

Driveway permits are also required from TXDOT for all proposed driveways along State maintained roadways, such as I-35E.

**NOTIFICATION TO PUBLIC**

The business item is presented in a public forum and notification by sign placement, newspaper or written notice is not required.

**FINANCIAL SUMMARY**

**Source of Funding:** No funding is required.

**RECOMMENDATION**

Staff recommends that the Major Subdivision Waiver be **Approved** subject to the required TXDOT driveway permit.

**PLANNING AND ZONING COMMISSION RECOMMENDATION**

The Planning and Zoning Commission recommended unanimous **Approval** of the request, subject to the required TXDOT driveway permit at the October 15, 2018 special meeting.

---

**Attachments**

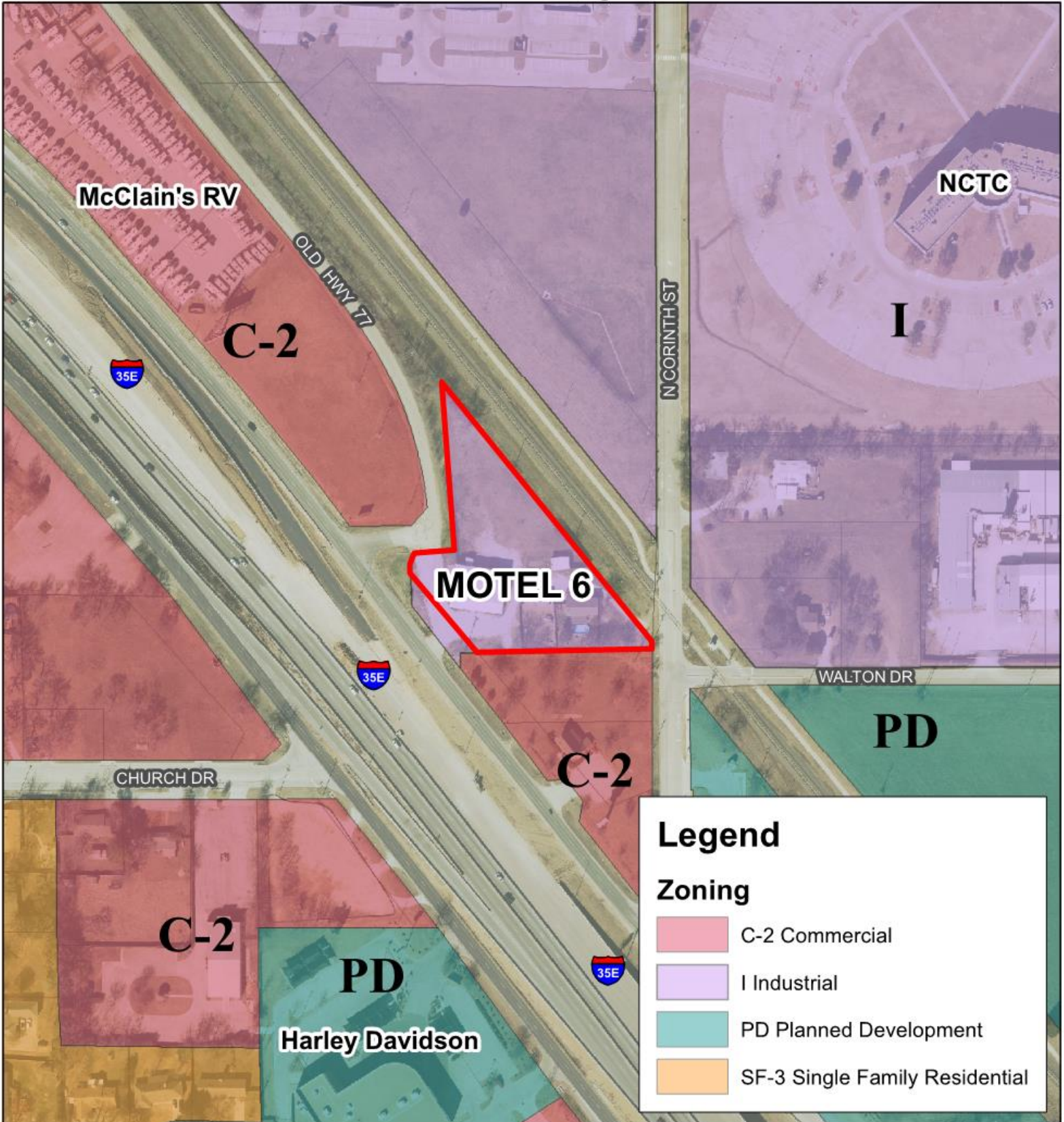
Aerial Location Map





# CITY OF CORINTH

## MOTEL 6 Location Map





## Subdivision Waiver Checklist and Questionnaire

Please check the appropriate box(es) below

**Minor Subdivision Waiver** (must specify type)

**Major Subdivision Waiver**

- Alley Length
- Side Lot Line Angles
- Traffic Impact Analysis
- Water Lines
- Wastewater Lines

### GENERAL INFORMATION

- 1) See **Section 3.06.01. Petition for Subdivision Waiver** of the Unified Development Code for more information on the Major and Minor Subdivision Waivers process and requirements. As described in this Section, a request for a Subdivision Waiver shall be submitted with the Plat.
- 2) A pre-application conference with City Staff is encouraged, but not required.
- 3) All required materials shall be submitted in both hard copy and electronic formats (Adobe PDF), unless specifically instructed otherwise. All digital items shall be saved on a CD/DVD or flash drive. Each file shall be labeled on the disc or drive as it appears on the checklist. Discs or drives must be clearly labeled with the project name on the outside of the media.

### APPLICATION CHECKLIST

Item	Applicant	Staff
Completed and Signed <a href="#">Universal Application Form</a> - Three (3) copies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Application Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Statement of Intent - Three (3) copies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tax Certificate(s) from <a href="#">Denton County</a> indicating that City taxes are current ( <a href="http://dentoncounty.com/Departments/Tax-Assessor-Collector/Property-Tax/Tax-Certificates.aspx">http://dentoncounty.com/Departments/Tax-Assessor-Collector/Property-Tax/Tax-Certificates.aspx</a> ) - Three (3) copies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scaled drawing representing the proposed standard - Three (3) copies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Description of the alleged undue hardship and special circumstances that necessitate the Subdivision Waiver - Three (3) copies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Additional items as requested by the Planning & Zoning Commission, City Council, or City Staff	<input checked="" type="checkbox"/>	<input type="checkbox"/>
For properties not in a recorded subdivision, submit a copy of a current survey or plat showing the properties proposed to be changed, and a complete legal field note description	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**UDC SECTION(s) you are requesting a waiver from:**

3 . 05 . 04	



# CITY OF CORINTH

3300 Corinth Parkway • Corinth, Texas 76208 • (940) 498-3206 • (940) 498-7576 fax • www.cityofcorinth.com

<b>BOX 1 of 3</b>
In accordance with the provisions of the Subdivision Waiver regulations within the Unified Development Code, appeal is made to the Planning and Zoning Commission and City Council to grant the following waiver request:
A driveway off I-35 Frontage road approximately 218.41' North of the
existing private driveway on Frontage rd. is being requested

<b>BOX 2 of 3</b>
In order to grant a major waiver, the Planning and Zoning Commission and City Council must determine that ALL of the following conditions exist. <u>Financial hardship to the applicant alone is not a sufficient reason to approve a waiver request.</u> State how your request meets these conditions.
a. That there are special circumstances or conditions affecting the land that when provisions of the ordinance are applied would deprive the applicant of reasonable use of the land.
The driveway off I-35 Frontage rd. will serve as 1 of the 2 emergency
access, required by Fire Department
b. That the waiver is necessary for the preservation and enjoyment of a substantial property right.
The driveway off I-35 Frontage rd. is necessary to preserve the
proposed site use.





# CITY OF CORINTH

3300 Corinth Parkway • Corinth, Texas 76208 • (940) 498-3206 • (940) 498-7576 fax • www.cityofcorinth.com

BOX 3 of 3	
<b>c.</b>	<b>That granting the waiver will not be detrimental to the public health, safety, or welfare, or injurious to the other property in the area.</b>
	Current I-35 Frontage rd. consists of one-way 2-northbound lanes. The proposed driveway will only serve as right-in right-out, versus a full access drive. The granting of this waiver will not be detrimental to the public
<b>d.</b>	<b>That the waiver when granted is in harmony with the general purpose and intent of the ordinance or its amendments.</b>
	This waiver is in harmony with the general purpose and intent of the ordinance because it increases the efficiency of the site and surrounding vehicular circulation

### Certification of Submitted Information

I hereby certify that the above stated information is included with the accompanying submission materials. Further, I have included any required conditions of an approved rezoning, planned development (PD) zoning, special use permit, variance, or special exception or development agreement.

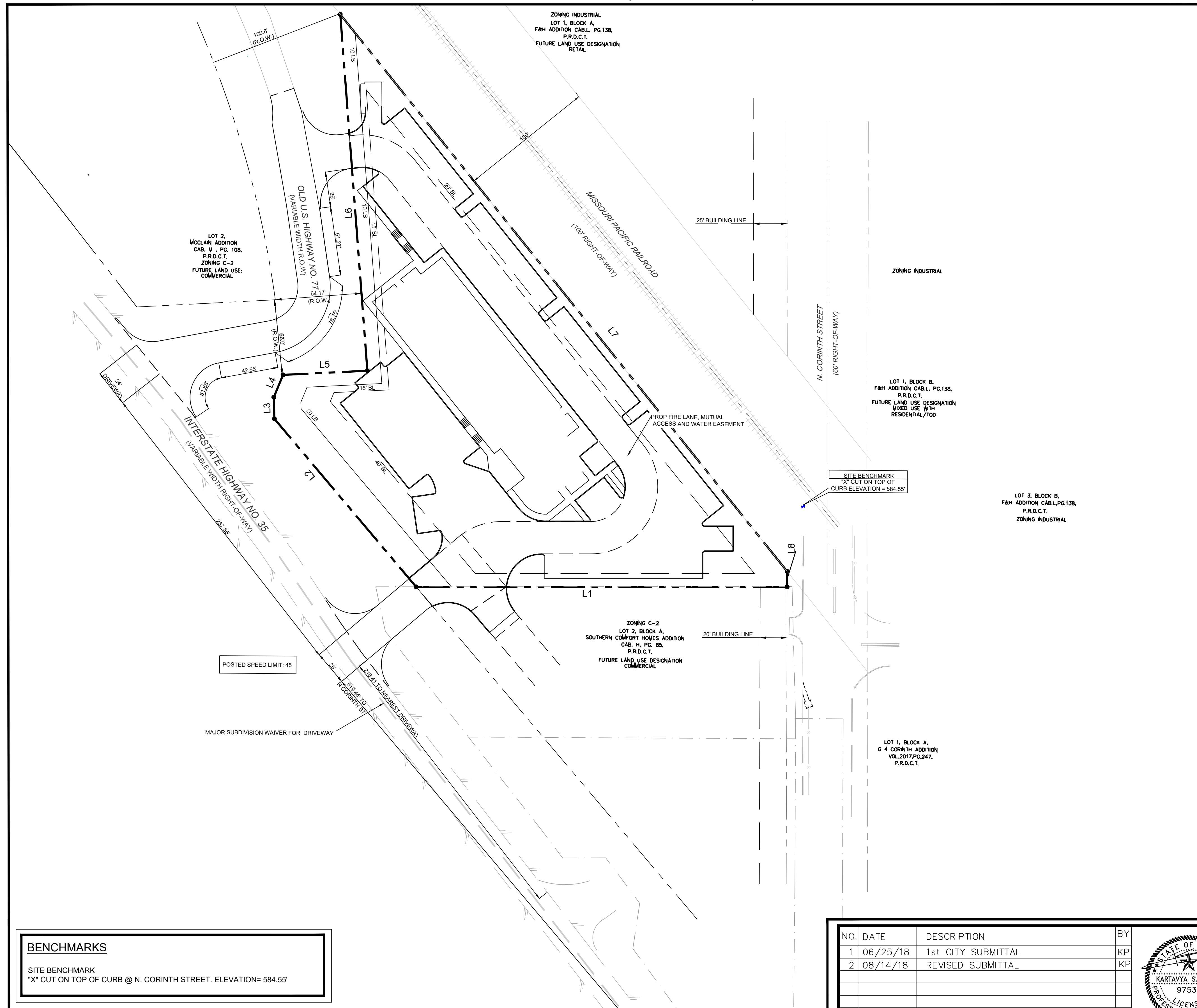
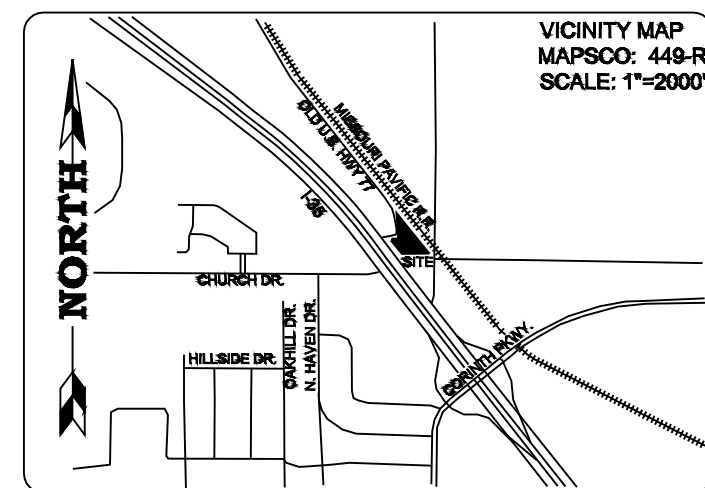
**Kiew Kam**  
Digitally signed by Kiew Kam  
 DN: cn=Kiew Kam, c=US,  
 o=Triangle Engineering,  
 email=kkam@triangle-engr.com  
 Date: 2018.10.05 10:58:56 -0500'

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

# MOTEL 6

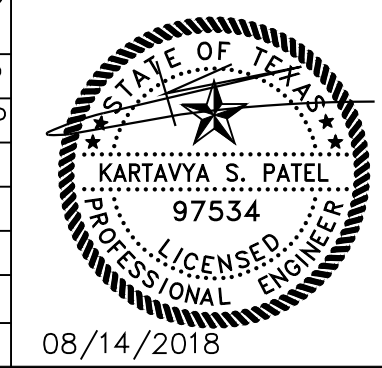
1.629 ACRES OF LAND, L.BATES SURVEY, ABSTRACT NO 204  
CITY OF CORINTH, DENTON COUNTY, TEXAS



BOUNDARY LINE DATA		
LINE NO.	BEARING	DISTANCE
L1	S 89°35'41" W	275.57'
L2	N 40°32'15" W	163.32'
L3	N 02°01'49" W	15.99'
L4	N 22°01'16" E	18.01'
L5	N 86°47'21" E	62.72'
L6	N 04°45'05" W	265.52'
L7	S 39°08'17" E	530.47'
L8	S 00°21'28" E	11.52'

**BENCHMARKS**  
SITE BENCHMARK  
"X" CUT ON TOP OF CURB @ N. CORINTH STREET. ELEVATION= 584.55'

NO.	DATE	DESCRIPTION	BY
1	06/25/18	1st CITY SUBMITTAL	KP
2	08/14/18	REVISED SUBMITTAL	KP



MAJOR SUBDIVISION WAIVER  
MOTEL 6  
5759 INTERSTATE HIGHWAY NO.35  
CITY OF CORINTH  
DENTON COUNTY, TEXAS

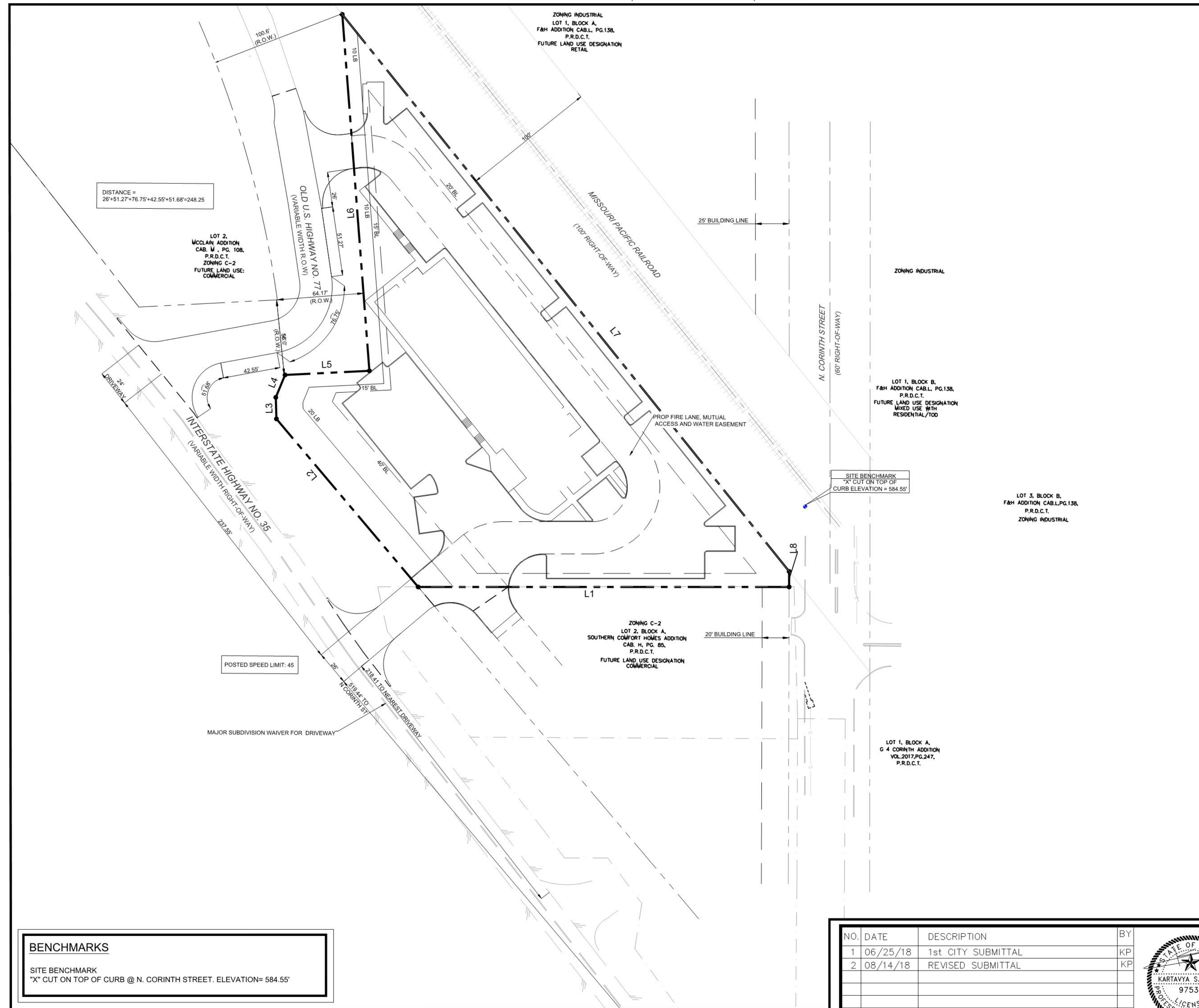
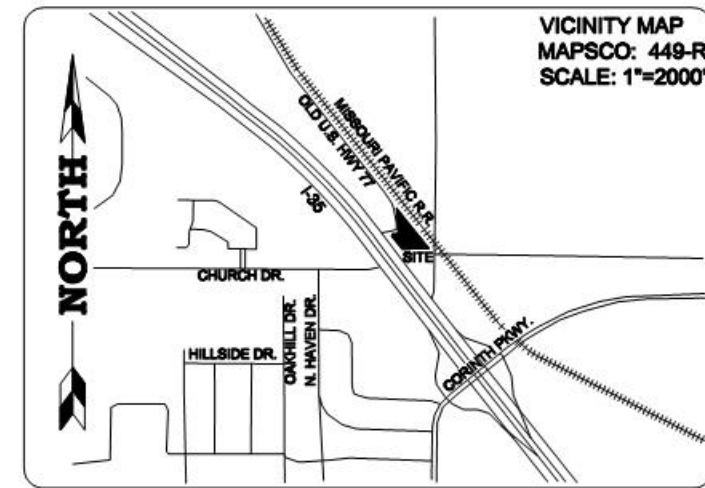
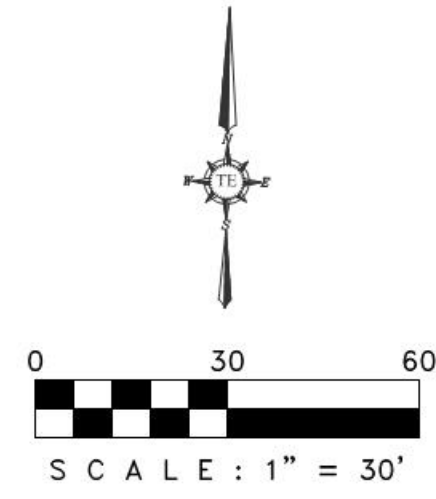


T: 214.609.0271 | F: 469.359.6709 | E: kpatel@triangle-engr.com  
W: triangle-engr.com | O: 1784 McDermott Drive, Suite 110, Allen, TX 75013  
Planning | Civil Engineering | Construction Management  
DESIGN DRAWN DATE SCALE PROJECT NO. SHEET NO.  
KP APK 04/04/17 SEE SCALE BAR 080-17  
TX PE FIRM #11525

4

# MOTEL 6

1.629 ACRES OF LAND, L.BATES SURVEY, ABSTRACT NO 204  
CITY OF CORINTH, DENTON COUNTY, TEXAS



DISTANCE =  
26+51.27+76.75+42.55+51.68+248.25

LOT 2,  
MCCLELLAN ADDITION  
CAB. M., PG. 108,  
P.R.D.C.T.  
ZONING C-2  
FUTURE LAND USE:  
COMMERCIAL

ZONING INDUSTRIAL  
LOT 1, BLOCK A,  
F&H ADDITION CAB.L.PG.138,  
P.R.D.C.T.  
FUTURE LAND USE DESIGNATION  
RETAIL

LOT 1, BLOCK B,  
F&H ADDITION CAB.L.PG.138,  
P.R.D.C.T.  
FUTURE LAND USE DESIGNATION  
MIXED USE WITH  
RESIDENTIAL/TOD

LOT 3, BLOCK B,  
F&H ADDITION CAB.L.PG.138,  
P.R.D.C.T.  
ZONING INDUSTRIAL

ZONING C-2  
LOT 2, BLOCK A,  
SOUTHERN COMFORT HOMES ADDITION  
CAB. H., PG. 95,  
P.R.D.C.T.  
FUTURE LAND USE DESIGNATION  
COMMERCIAL

LOT 1, BLOCK A,  
G 4 CORINTH ADDITION  
VOL.2017,PG.247,  
P.R.D.C.T.

BOUNDARY LINE DATA		
LINE NO.	BEARING	DISTANCE
L1	S 89°35'41" W	275.57'
L2	N 40°32'15" W	163.32'
L3	N 02°01'49" W	15.99'
L4	N 22°01'16" E	18.01'
L5	N 86°47'21" E	62.72'
L6	N 04°45'05" W	265.52'
L7	S 39°08'17" E	530.47'
L8	S 00°21'28" E	11.52'

**BENCHMARKS**  
SITE BENCHMARK  
"X" CUT ON TOP OF CURB @ N. CORINTH STREET. ELEVATION= 584.55'

NO.	DATE	DESCRIPTION	BY
1	06/25/18	1st CITY SUBMITTAL	KP
2	08/14/18	REVISED SUBMITTAL	KP



MAJOR SUBDIVISION WAIVER  
MOTEL 6  
5759 INTERSTATE HIGHWAY NO.35  
CITY OF CORINTH  
DENTON COUNTY, TEXAS



T: 214.609.9271 | F: 469.359.6709 | E: kpatel@triangle-engr.com  
W: triangle-engr.com | O: 1784 McDermott Drive, Suite 110, Allen, TX 75013  
Planning | Civil Engineering | Construction Management  
DESIGN DRAWN DATE SCALE PROJECT NO. SHEET NO.  
KP APK 04/04/17 SEE SCALE BAR 080-17  
TX PE FIRM #11525

**City Council Regular and Workshop Session**

**Meeting Date:** 11/15/2018

**Title:** Major Subdivision Waiver - Driveway Spacing along I-35E (to drive off Hwy. 77) for Motel 6

**Submitted For:** Helen-Eve Liebman, Director

**Submitted By:** Lori Levy, Senior Planner

**City Manager Review:** **Approval:** Bob Hart, City Manager

---

**AGENDA ITEM**

Consider and act on a request from the applicant, Kevin Patel, authorized representative for the property owner, B.M.A.J., Inc., for a Major Subdivision Waiver to the City of Corinth Access Management Standards out of the City’s Unified Development Code (UDC) to allow a reduction in the minimum required distance between driveways along a major arterial street for the proposed driveway on property legally described as 1.629 acres situated in the L. Bates Survey, Abstract Number 204, in the City of Corinth, Denton County, Texas. (This property is located on the northwest corner of N. Corinth Street and the Missouri Pacific Railroad.)

**AGENDA ITEM SUMMARY/BACKGROUND**

The property is located on the northwest corner of N. Corinth Street and the Missouri Pacific Railroad, on the east side of I-35E and Highway 77. It is approximately 1.6 acres and is zoned I (Industrial). The applicant is requesting a major subdivision waiver to reduce the minimum required distance from the proposed driveway off I-35E and the existing driveway off Highway 77 into the proposed Motel 6 site. Section **3.05.04 Access Management** of the Unified Development Code requires the minimum distance between driveways along a major arterial of State maintained roadways to be a minimum of 300 feet; whereas the applicant is proposing a minimum distance of 237.55 feet.

**NOTIFICATION TO PUBLIC**

The business item is presented in a public forum and notification by sign placement, newspaper or written notice is not required.

**FINANCIAL SUMMARY**

**Source of Funding:** No funding is required.

**RECOMMENDATION**

Staff recommends **Approval** of the Major Subdivision Waiver subject to the required TXDOT driveway permit approval.

**PLANNING AND ZONING COMMISSION RECOMMENDATION**

The Planning and Zoning Commission recommended unanimous **APPROVAL** of the request per staff stipulations at the October 15, 2018 meeting.

---

**Attachments**

Aerial Location Map

Major Subdivision Waiver Checklist

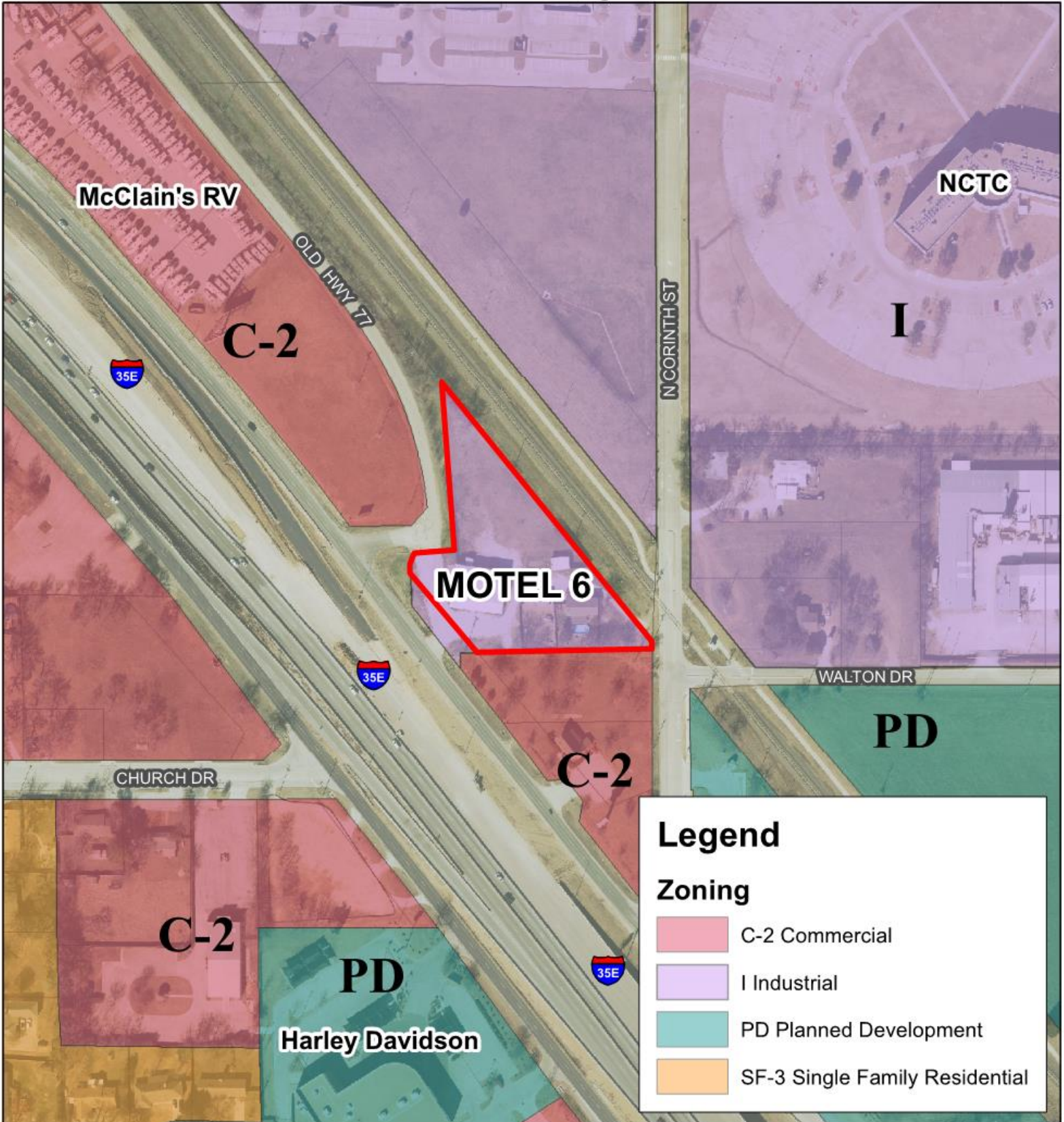
Exhibit





# CITY OF CORINTH

## MOTEL 6 Location Map





## Subdivision Waiver Checklist and Questionnaire

Please check the appropriate box(es) below

**Minor Subdivision Waiver** (must specify type)

**Major Subdivision Waiver**

- Alley Length
- Side Lot Line Angles
- Traffic Impact Analysis
- Water Lines
- Wastewater Lines

### GENERAL INFORMATION

- 1) See **Section 3.06.01. Petition for Subdivision Waiver** of the Unified Development Code for more information on the Major and Minor Subdivision Waivers process and requirements. As described in this Section, a request for a Subdivision Waiver shall be submitted with the Plat.
- 2) A pre-application conference with City Staff is encouraged, but not required.
- 3) All required materials shall be submitted in both hard copy and electronic formats (Adobe PDF), unless specifically instructed otherwise. All digital items shall be saved on a CD/DVD or flash drive. Each file shall be labeled on the disc or drive as it appears on the checklist. Discs or drives must be clearly labeled with the project name on the outside of the media.

### APPLICATION CHECKLIST

Item	Applicant	Staff
Completed and Signed <a href="#">Universal Application Form</a> - Three (3) copies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Application Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Statement of Intent - Three (3) copies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tax Certificate(s) from <a href="#">Denton County</a> indicating that City taxes are current ( <a href="http://dentoncounty.com/Departments/Tax-Assessor-Collector/Property-Tax/Tax-Certificates.aspx">http://dentoncounty.com/Departments/Tax-Assessor-Collector/Property-Tax/Tax-Certificates.aspx</a> ) - Three (3) copies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scaled drawing representing the proposed standard - Three (3) copies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Description of the alleged undue hardship and special circumstances that necessitate the Subdivision Waiver - Three (3) copies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Additional items as requested by the Planning & Zoning Commission, City Council, or City Staff	<input checked="" type="checkbox"/>	<input type="checkbox"/>
For properties not in a recorded subdivision, submit a copy of a current survey or plat showing the properties proposed to be changed, and a complete legal field note description	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**UDC SECTION(s) you are requesting a waiver from:**

3 . 05 . 04	



# CITY OF CORINTH

3300 Corinth Parkway • Corinth, Texas 76208 • (940) 498-3206 • (940) 498-7576 fax • www.cityofcorinth.com

## BOX 1 of 3

In accordance with the provisions of the Subdivision Waiver regulations within the Unified Development Code, appeal is made to the Planning and Zoning Commission and City Council to grant the following waiver request:

A driveway off I-35 Frontage road approximately 237.55' South from intersection of US Hwy 77 and Frontage Rd is being requested

## BOX 2 of 3

In order to grant a major waiver, the Planning and Zoning Commission and City Council must determine that ALL of the following conditions exist. Financial hardship to the applicant alone is not a sufficient reason to approve a waiver request. State how your request meets these conditions.

- a. That there are special circumstances or conditions affecting the land that when provisions of the ordinance are applied would deprive the applicant of reasonable use of the land.

The driveway off I-35 Frontage rd. will serve as 1 of the 2 emergency access, required by Fire Department

- b. That the waiver is necessary for the preservation and enjoyment of a substantial property right.

The driveway off I-35 Frontage rd. is necessary to preserve the proposed site use.





# CITY OF CORINTH

3300 Corinth Parkway • Corinth, Texas 76208 • (940) 498-3206 • (940) 498-7576 fax • www.cityofcorinth.com

BOX 3 of 3	
<b>c.</b>	<b>That granting the waiver will not be detrimental to the public health, safety, or welfare, or injurious to the other property in the area.</b>
Current I-35 Frontage rd. consists of one-way 2-northbound lanes. The proposed driveway will only serve as right-in right-out, versus a full access drive. The granting of this waiver will not be detrimental to the public	
<b>d.</b>	<b>That the waiver when granted is in harmony with the general purpose and intent of the ordinance or its amendments.</b>
This waiver is in harmony with the general purpose and intent of the ordinance because it increases the efficiency of the site and surrounding vehicular circulation	

### Certification of Submitted Information

I hereby certify that the above stated information is included with the accompanying submission materials. Further, I have included any required conditions of an approved rezoning, planned development (PD) zoning, special use permit, variance, or special exception or development agreement.

**Kiew Kam**

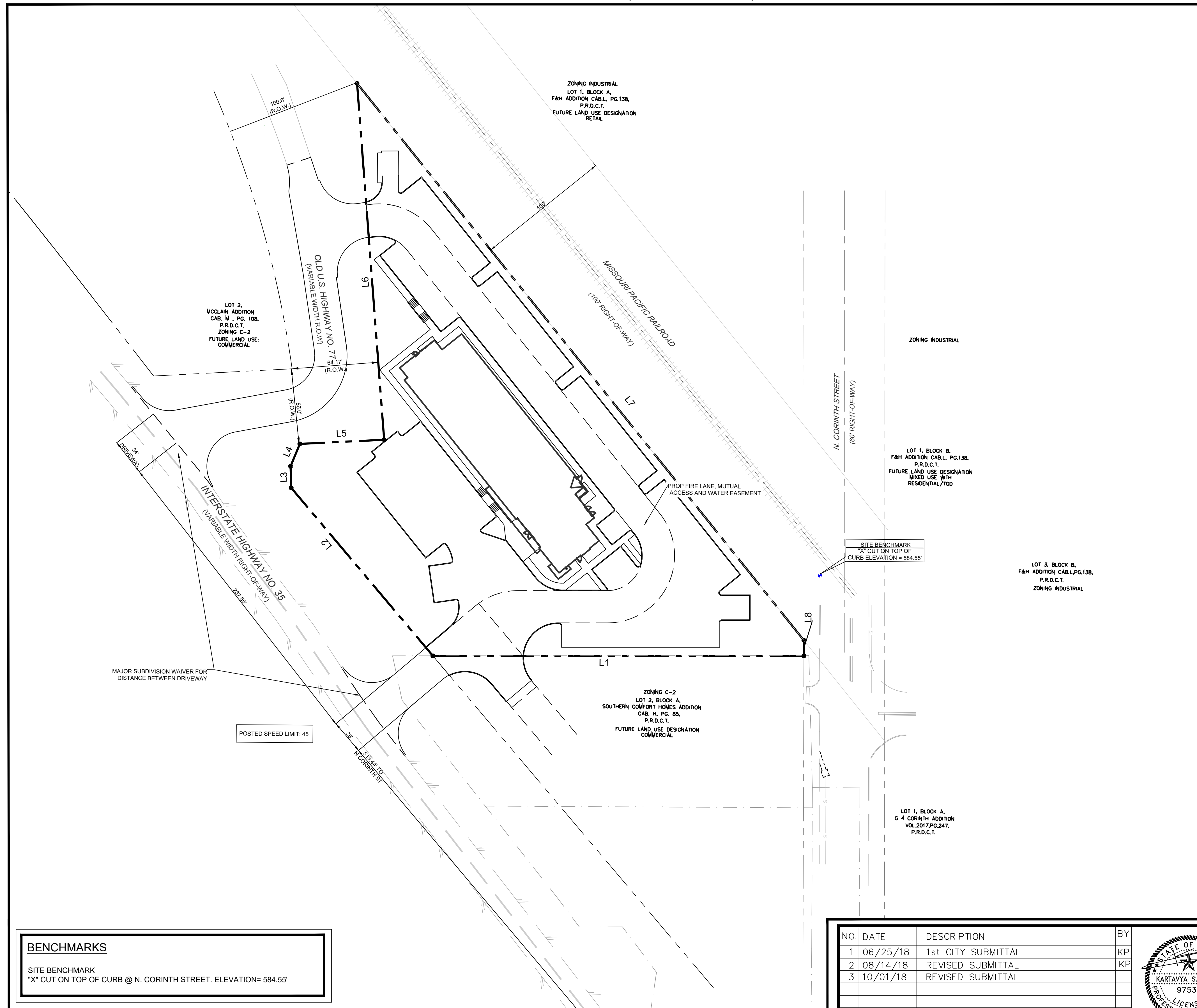
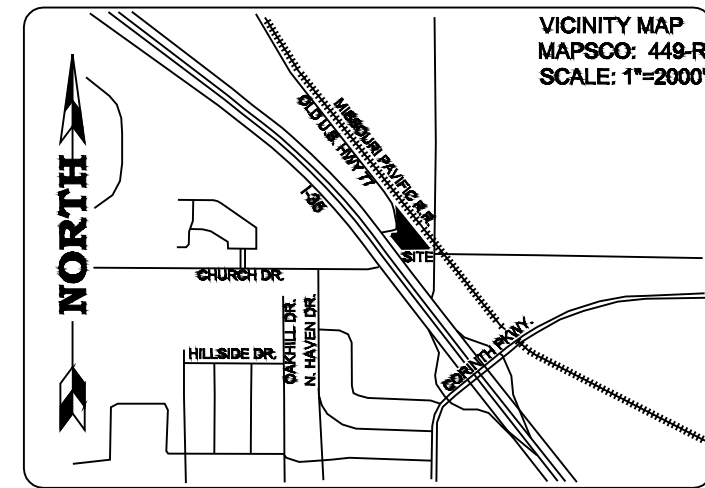
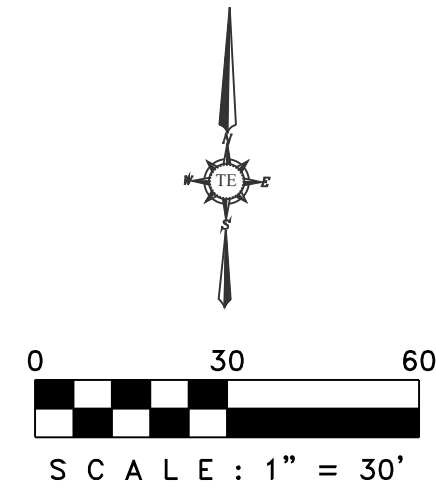
Digitally signed by Kiew Kam  
DN: cn=Kiew Kam, c=US,  
o=Triangle Engineering,  
email=kkam@triangle-engr.com  
Date: 2018.10.05 10:58:56 -0500

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

# MOTEL 6

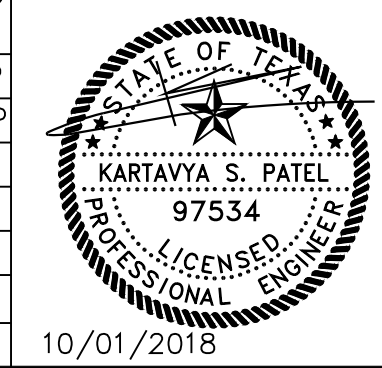
1.629 ACRES OF LAND, L.BATES SURVEY, ABSTRACT NO 204  
CITY OF CORINTH, DENTON COUNTY, TEXAS



BOUNDARY LINE DATA		
LINE NO.	BEARING	DISTANCE
L1	S 89°35'41" W	275.57'
L2	N 40°32'15" W	163.32'
L3	N 02°01'49" W	15.99'
L4	N 22°01'16" E	18.01'
L5	N 86°47'21" E	62.72'
L6	N 04°45'05" W	265.52'
L7	S 39°08'17" E	530.47'
L8	S 00°21'28" E	11.52'

**BENCHMARKS**  
SITE BENCHMARK  
"X" CUT ON TOP OF CURB @ N. CORINTH STREET. ELEVATION= 584.55'

NO.	DATE	DESCRIPTION	BY
1	06/25/18	1st CITY SUBMITTAL	KP
2	08/14/18	REVISED SUBMITTAL	KP
3	10/01/18	REVISED SUBMITTAL	



MAJOR SUBDIVISION WAIVER  
MOTEL 6  
5759 INTERSTATE HIGHWAY NO.35  
CITY OF CORINTH  
DENTON COUNTY, TEXAS

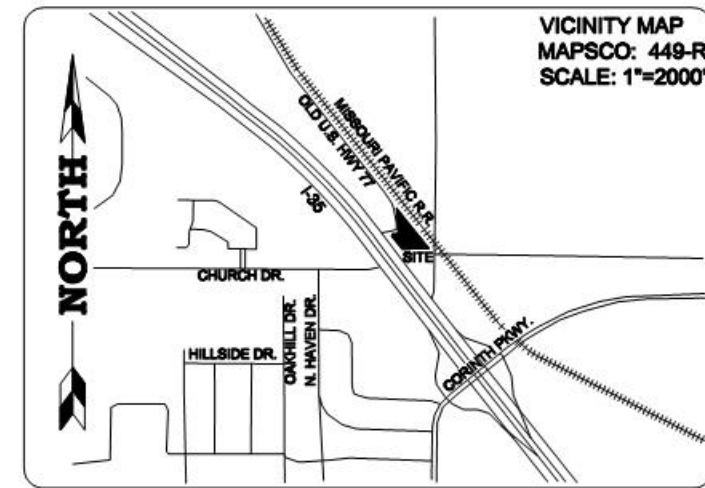
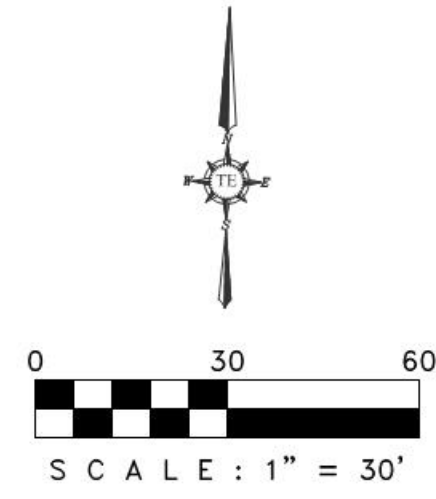


T: 214.609.0271 | F: 469.359.6709 | E: kpatel@triangle-engr.com  
W: triangle-engr.com | O: 1784 McDermott Drive, Suite 110, Allen, TX 75013  
Planning | Civil Engineering | Construction Management  
DESIGN DRAWN DATE SCALE PROJECT NO. SHEET NO.  
KP APK 04/04/17 SEE SCALE BAR 080-17  
TX PE FIRM #11525

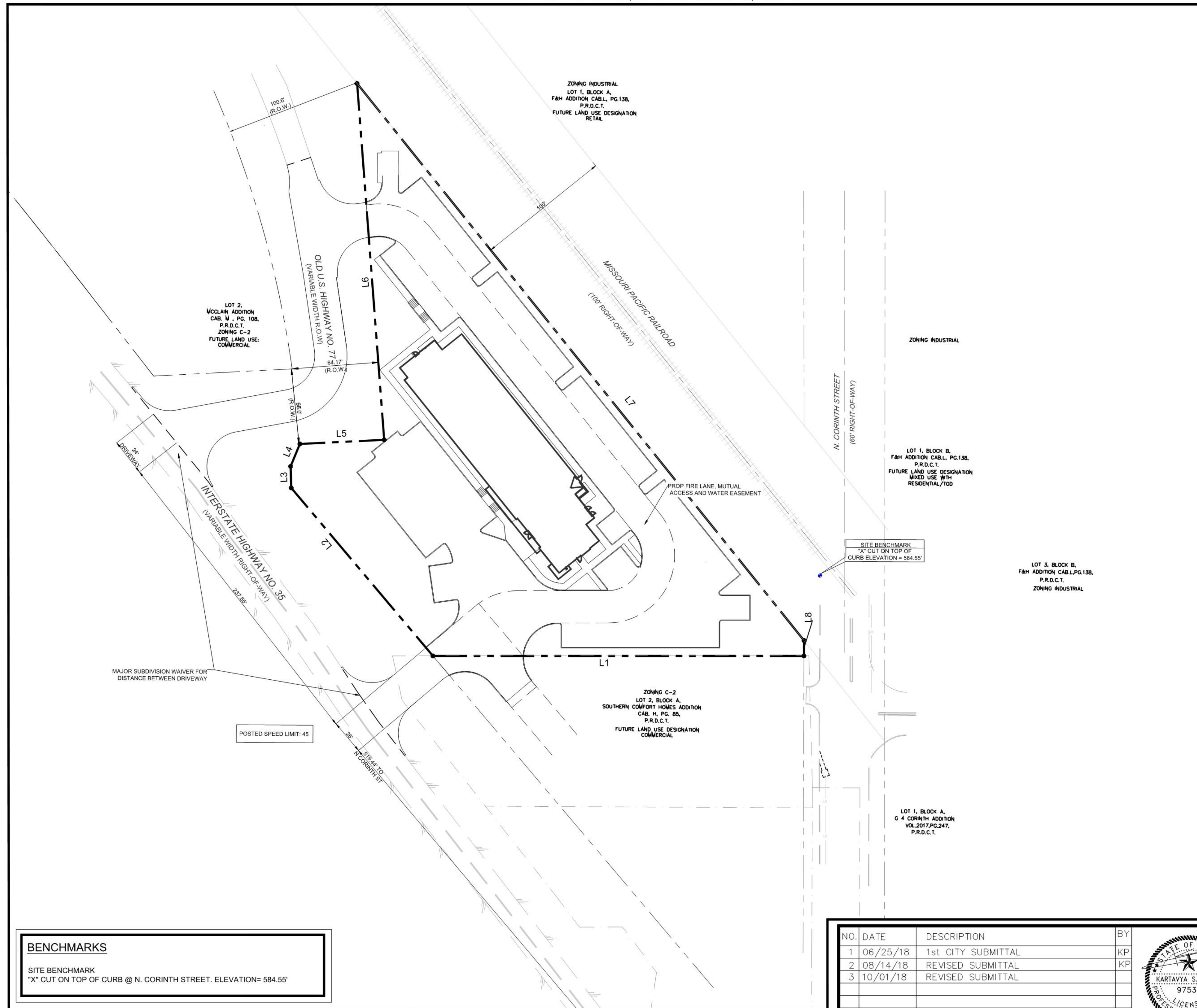
4

# MOTEL 6

1.629 ACRES OF LAND, L.BATES SURVEY, ABSTRACT NO 204  
CITY OF CORINTH, DENTON COUNTY, TEXAS

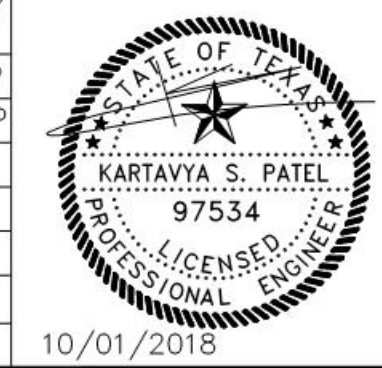


BOUNDARY LINE DATA		
LINE NO.	BEARING	DISTANCE
L1	S 89°35'41" W	275.57'
L2	N 40°32'15" W	163.32'
L3	N 02°01'49" W	15.99'
L4	N 22°01'16" E	18.01'
L5	N 86°47'21" E	62.72'
L6	N 04°45'05" W	265.52'
L7	S 39°08'17" E	530.47'
L8	S 00°21'28" E	11.52'



**BENCHMARKS**  
SITE BENCHMARK  
"X" CUT ON TOP OF CURB @ N. CORINTH STREET. ELEVATION= 584.55'

NO.	DATE	DESCRIPTION	BY
1	06/25/18	1st CITY SUBMITTAL	KP
2	08/14/18	REVISED SUBMITTAL	KP
3	10/01/18	REVISED SUBMITTAL	



**MAJOR SUBDIVISION WAIVER**  
MOTEL 6  
5759 INTERSTATE HIGHWAY NO.35  
CITY OF CORINTH  
DENTON COUNTY, TEXAS

T: 214.609.9271 | F: 469.359.6709 | E: kpatel@triangle-engr.com  
W: triangle-engr.com | O: 1784 McDermott Drive, Suite 110, Allen, TX 75013

Planning | Civil Engineering | Construction Management

DESIGN/DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	04/04/17	SEE SCALE BAR	080-17	4

TX PE FIRM #11525

**City Council Regular and Workshop Session**

**Meeting Date:** 11/15/2018

**Title:** Public Works Facility Remodel

**Submitted For:** Cody Collier, Director

**Submitted By:** Cody Collier, Director

**City Manager Review: Approval:** Bob Hart, City Manager

---

**AGENDA ITEM**

Consider and act on an award of bid for the Public Works facility remodel to 308 Construction in the amount of \$494,352 and authorize the City Manager to execute the contract.

**AGENDA ITEM SUMMARY/BACKGROUND**

The Public Works facility was constructed in 1996 and has served the purposes of the Public Works Department very well during those 22 years. However; use, age and growth over those years has necessitated upgrades and remodeling. The current condition of all systems are at or exceeding their limitations. The roof has developed several leaks, The HVAC system is outdated and underpowered, flooring and fixtures have degraded beyond repair. Public Works has also acquired additional responsibilities and departments which has created the need to enhance office spacing and better utilize the limited space we have available.

Staff presented this information to Council in the February 1, 2018 Workshop to determine the desire to proceed with these projects. Council instructed staff to proceed and to bring a professional services contract before them again for consideration and approval.

Staff presented a professional services contract to Council on April 19, 2018 which authorized Lamb Star Engineering to perform engineering and architectural design for \$226,380. Council authorized the professional services and the designs have been completed and approved by the Planning Department.

the project was submitted for sealed bid opening on October 16, 2018. Corinth received four bids as follows:

308 Construction - \$494,352

Mart INC. - \$729,000.03

JC Commercial INC. - \$744,777

AUI Partners - \$825,002

308 Construction was the lowest bidder with a subtotal bid of \$476,375. However, upon review of the bid, staff noticed three total amounts within the bid. Staff requested clarification on the total bid amount from 308 Construction and they responded showing their calculations and intent to show bid amounts itemized. \$425,133 - cost for materials, subcontractors and labor. \$476,375 shows project and 308 Construction profit. \$494,352 was the final total amount containing both previous amounts and additional for all bonding fees.

References were contacted with both positive and neutral reviews:

University of North Texas provided a neutral review of 308's services.

Denton Bolt and Tool provided a very positive review of 308's services.

FT Worth ISD - did not respond

Funding for this project was provided in the 2017-18 budget with \$1.5 million.

Deducting the professional service fees of \$226,380 and the proposed 308 Construction contract of \$494,352 will allow for \$779,268 to remain for the proposed phase 2 construction of the equipment storage facility and the Fire Department Training facility.

**RECOMMENDATION**

Staff recommends Council award the Public Works remodel contract to 308 Construction in the amount of \$494,352.00 and authorize the City Manager to execute contracts.

---

**Attachments**

308 Construction Bid Document

Remodel Plans

Bid Tabulation

Construction Contract

---

**ORIGINAL**

**Section 00410-Bid Form**

**Corinth, Texas**

**Bid Information**

**Bid Owner** Cindy Troyer, C.P.M., A.P.P.  
 purchasing@cityofcorinth.com  
**Email**  
**Phone** (940) 498-3286  
**Fax** (940) 498-7578  
**Bid Number** 1116  
**Title** City of Corinth Public Works Facility Renovation  
**Bid Type** IFB  
**Issue Date** 09/17/2018  
**Close Date** 10/16/2018 02:00:00 PM (CT)

**Contact Information**

**Address** 3300 Corinth Parkway  
 Corinth, TX 76208  
**Contact** Cindy Troyer, C.P.M., A.P.P.  
**Department** Purchasing  
**Building** City Hall Building  
**Floor/Room** Ste. 2<sup>nd</sup> Floor  
**Telephone** (940) 498-3286  
**Fax** (940) 498-7578  
**Email** purchasing@cityofcorinth.com

**Ship to Information**

**Address** 3300 Corinth Parkway  
 Corinth, TX 76208  
**Contact** Cindy Troyer, C.P.M., A.P.P.  
**Department** Purchasing  
**Building** City Hall  
**Floor/Room** 2<sup>nd</sup> Floor  
**Telephone** (940) 498-3286  
**Fax** (940) 498-7578  
**Email** purchasing@cityofcorinth.com

**Supplier Information**

**Supplier Notes**

**Company Name** 308 Construction  
**Contact Name** Allen Heiser  
**Address** 2126 Hamilton Dr., Suite 250  
 Argyle TX 76226  
**Telephone** 940-387-4002  
**Fax** N/A  
**Email** Main@308gc.com


The undersigned hereby certifies the foregoing bid submitted by the company listed below hereinafter called "bidder" is the duly authorized agent of said company and the person signing said bid has been duly authorized to execute same. Bidder affirms that they are duly authorized to execute this contract; this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder or other person or persons engaged in the same line of business and that the contents of this bid as to prices, terms and conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Signature



Date 10/16/18

Bid Notes

**Bid Activities**

Date	Name	Description
10/25/2017 10:00 AM (CT)	Mandatory Pre-Bid Conference	A MANDATORY PRE-BID CONFERENCE will be held by the City of Corinth at the City of Corinth Public Works Facility, 1200 North Corinth St., Corinth, TX 76208 on Wednesday, October 3, 2018 at 10:00 AM in order for bidders to ask questions regarding the proposed work. All bidders desiring to bid the work should have a representative at the pre-quote conference; bidders that do not attend the pre-quote conference shall not be considered in the evaluation for award of a contract per Texas Local Government Code 262.0256. Attendance shall be mandatory at the pre-quote conference. Meet in the front parking lot.
10/27/2017 05:00 PM (CT)	Intent to Bid	Do you intend to submit a bid?

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	LEGAL NOTICE	Legal Notice
Header	Corinth Bid Book	Specification
Header	Corinth Plan Set	s Plan Set

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	Section 00410-Bid Schedule
2	YES	Bid Security: The original Bid Security shall be received in the City of Corinth Purchasing Department with bid submittal.
3	NO	W-9
4	NO	Conflict of Interest Questionnaire
5	YES	Form 1295: must be filed electronically on Texas Ethics Commission Website, signed and submitted with bid.

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Calendar Days Bid-Base Bid	Please state the consecutive calendar days bid for the Base Bid. <i>See Supplier notes</i>	<i>AS</i> (Required)
2	Exceptions	Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions. Valid Responses: [Please Select], Yes, <u>No</u>	<i>AS</i> (Required)
3	Insurance	I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.  Please initial.	<i>AS</i> (Required)
4	Subcontractors	State the business name of all subcontractors and the type of work they will be performing under this contract.  If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform". <i>Please see attached form</i>	<i>AS</i> (Required)
5	Reference No. 1 <i>Please see attached form</i>	List a company or governmental agency where these same/like products /services, as stated herein, have been provided.  Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.	<i>AS</i> (Required)
6	Reference No. 2	List a company or governmental agency where these same/like products /services, as stated herein, have been provided.  Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.	<i>AS</i> (Required)
7	Reference No. 3	List a company or governmental agency where these same/like products /services, as stated herein, have been provided.  Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.	<i>AS</i> (Required)
8	Preferential Treatment	The City of Corinth, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252,	<i>AS</i> (Required)



Subchapter A),

1. Is your principal place of business in the State of Texas? *yes*

2. If your principal place of business is not in Texas, in which State is your principal place of business?

3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?

4. If your state favors resident bidders, state by what dollar amount or percentage.

9 Debarment Certification

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

 (Required)

Please initial.

10 Immigration and Reform Act

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

 (Required)

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by the City of Corinth.

Please initial.

11 Disclosure of Certain Relationships

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter b of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of the City of Corinth no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor.

 (Required)


By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Please send completed forms to the City of Corinth, Purchasing Department, located at 3300 Corinth Parkway, Corinth, TX 76028.

Please initial.

12 Anti-Collusion Statement

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.


 (Required)

No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list.

Please initial.

13 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties. The City of Corinth requires this be included in Contractor's bid submittal. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

 (Required)

Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

Please initial.

14 Bid Security Acknowledgement

Accompanying this bid, is a certified check, cashier's check or Bid Bond in the amount of five percent (5%) of the total amount bid. Also accompanying this bid, all the information required in Section 00200 - Instructions to Bidders.

 (Required)

Please initial.

15 Construction Acknowledgement

Bidder, declares that the only person or parties interested in this bid are those principals named herein, that his/her bid is made without collusion with any other person, firm or corporation, that he/she has carefully examined the Contract Documents including the Important Dates, Instruction to Bidders, Construction Agreement, Specifications and the Drawings, therein referred to and has carefully examined the locations, conditions and classes of materials for the proposed work, and agrees that he/she will provide all the necessary labor, machinery, tools, equipment, apparatus and other items incidental to construction and will do all the work and furnish all the materials called for in the Contract Documents in the manner prescribed therein.

 (Required)

Bidder hereby declares that he/she has visited the site of the Work and has carefully examined the Contract Documents pertaining to the Work covered by the above Bid, and he/she further agrees to commence work within fifteen (15) consecutive calendar days after date of written Notice to Proceed and to substantially complete the work on which he/she has bid within the number of days specified subject to such extensions of time allowed by Specifications.

Bidder certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final. The prices have been shown in words and figures for each item listed in this bid and it is understood that in the event of a discrepancy, the words shall govern.

Please initial.

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Base Bid Grand Total	\$ 494,352.00 (Required)

Item Notes: Please submit Section 00410 Bid Schedule.

Supplier Notes: 120 Calendar Days

Item #	Attributes	Note	Response (All Required)
1	Base Bid Grand Total Written in Words	The contract award will be based on the total bid price Four hundred ninety four thousand, three hundred and fifty two dollars and zero cents	
2	Total Material Cost Incorporated in Project		\$ 150,781
3	Total Material Cost Incorporated in Project - Written in Words	One hundred fifty thousand, seven hundred and eighty one dollars and zero cents	
4	Total Labor Cost Incorporated in Project		\$ 374,352
5	Total Labor Cost Incorporated in Project - Written in Words	two hundred seventy four thousand, three hundred and fifty two dollars and zero cents	

**SECTION 00410 - BID SCHEDULE**  
**BASE BID**  
**CITY OF CORINTH PUBLIC WORKS FACILITY RENOVATION**

ITEM NO.	DIVISION	ESTIMATED QUANTITY	UNIT	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE (\$)	AMOUNT BID (\$)
100	2	1	LS	DEMOLITION Including, but not limited to, Removal of Exterior Façade, Interior finishes, HVAC, Electrical, Communications and Fire Suppression (as per Plans)  Dollars Cents per LS		4,000.00
200	3	1	LS	CAST IN PLACE CONCRETE Including, but not limited to, perimeter brick ledge, slab patching (as per Plans)  Dollars Cents per LS		6,400.00
300	5	1	LS	MISCELLANEOUS METAL Including, but not limited to, Framing, blocking and misc. supports (as per Plans)  Dollars Cents per LS		2,000.00
400	4	1	LS	CONCRETE MASONRY CONSTRUCTION Including, but not limited to, Stone wainscot and accessories (as per Plans)  Dollars Cents per LS		8,575.00
500	6	1	LS	WOOD AND LAMINATES (CARPENTRY) Including, but not limited to, Blocking rough carpentry, wall and ceiling framing (as per Plans)  Dollars Cents per LS		4,600.00
600	6	1	LS	MILLWORK Including, but not limited to, Millwork (as per Plans)  Dollars Cents per LS		9,600.00
700	13	1	LS	INSULATED METAL PANELS Including, but not limited to, Exterior Façade  Dollars Cents per LS		2,100.00
800	9	1	LS	INSULATION AND WATERPROOFING Including, but not limited to, Insulation, sound attenuation, waterproofing (as per Plans)  Dollars Cents per LS		13,500.00

**SECTION 00410 - BID SCHEDULE**  
**BASE BID**  
**CITY OF CORINTH PUBLIC WORKS FACILITY RENOVATION**

ITEM NO.	DIVISION	ESTIMATED QUANTITY	UNIT	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE (\$)	AMOUNT (\$)
000	1.4	1	LS	ROOF INSULATION Including, but not limited to, Roof insulation repairs and infill (as per Plans) Dollars Cents per LS		4,300.00
1000	7	1	LS	FLASHING AND SHEET METAL Including, but not limited to, Flashing and misc. sheet metal (as per Plans) Dollars Cents per LS		2,100.00
2000	7	1	LS	SEALANTS AND CAULKING Including, but not limited to, Sealants and caulking (as per Plans) Dollars Cents per LS		2,300.00
3000	8	1	LS	DOORS AND HARDWARE Including, but not limited to, Doors and hardware (as per Plans) Dollars Cents per LS		23,000.00
4000	9	1	LS	DRYWALL AND ACOUSTICAL CEILINGS Including, but not limited to, Drywall and acoustical ceilings (as per Plans) Dollars Cents per LS		14,000.00
5000	8	1	LS	STAIRS Including, but not limited to, Stairs (interior and exterior) (as per Plans) Dollars Cents per LS		10,000.00
6000	9	1	LS	FLOORING Including, but not limited to, Tile, carpet, LVL, base (as per Plans) Dollars Cents per LS		21,000.00
7000	9	1	LS	PAINTING Including, but not limited to, Painting (as per Plans) Dollars Cents per LS		20,000.00

**SECTION 00410 - BID SCHEDULE**  
**BASE BID**  
**CITY OF CORINTH PUBLIC WORKS FACILITY RENOVATION**

ITEM NO.	DIVISION	ESTIMATED QUANTITY	UNIT	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE (\$)	AMOUNT BID (\$)
400	04	1	LS	TOILET HARDWARE AND ACCESSORIES Including, but not limited to, Toilet hardware and accessories (3 toilet rooms and shower) (as per Plans) Dollars Cents per LS		4,200.00
800	05	1	LS	EQUIPMENT Including, but not limited to, Breakroom appliances (as per Plans) Dollars Cents per LS		2,300.00
1900	21	1	LS	FIRE PROTECTION Including, but not limited to, Fire protection (as per Plans) Dollars Cents per LS		6,400.00
2000	22	1	LS	PLUMBING Including, but not limited to, Plumbing (as per Plans) Dollars Cents per LS		24,000.00
2100	23	1	LS	HVAC Including, but not limited to, HVAC (as per Plans) Dollars Cents per LS		197,000.00
2200	26	1	LS	ELECTRICAL Including, but not limited to, Electrical (as per Plans) Dollars Cents per LS		86,000.00
2500	27	1	LS	LOW VOLTAGE Including, but not limited to, Low voltage (as per Plans) Dollars Cents per LS		9,000.00

TOTAL LUMP SUM BASE BID FOR MATERIALS AND SERVICES, ITEMS 100 THROUGH 2300, INCLUSIVE \$494,352.00 DOLLARS  
 \_\_\_\_\_ CENTS  
 \$ \_\_\_\_\_

NOTE: Refer to the November 2017 Edition of the Public Works Construction Standards - North Central Texas as amended and published by the North Central Texas Council of Governments.

right to recovery of damage due to default under the Contract. No action or inaction by the OWNER shall constitute a waiver of a right or duty afforded it under the Contract.

#### IV. INSURANCE

##### 4.1. Definition

Vendors/Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

##### 4.2. Minimum Scope of Insurance: Coverage shall be at least as broad as:

4.2.1 ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:

- A. Premises/Operations
- B. Broad Form Contractual Liability
- C. Products and Completed Operations
- D. Personal Injury
- E. Broad Form Property Damage

4.2.2 Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

4.2.3 Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.

4.2.4 Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

4.3. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

4.4. Other Insurance Provisions: The policies are to contain, or be endorsed to contain the following provisions.

4.4.1. General Liability and Automobile Liability Coverage:

- A. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- B. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
- C. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.
- D. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.

4.4.2. Workers Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.

4.4.3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.

4.5. Acceptability of Insurers: The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-VI, or better.

4.6. Verification of Coverage: Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

4.7. Insurance Waiver Request: Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 4.8.2 must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor



must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

#### 4.8. CONSTRUCTION SERVICES REQUIREMENTS

4.8.1. **Definition:** Construction Services are defined as services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.

4.8.2. **Minimum Limits of Insurance:**

A. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 4.2.1.

B. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease - Each Employee.

C. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.

D. Builder's Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. City shall be listed as Loss Payee.

E. Umbrella Liability - \$1,000,000: Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverage.

#### V. OWNERS RIGHTS AND RESPONSIBILITIES

##### MONTHLY ESTIMATE, PARTIAL PAYMENTS AND FINAL PAYMENTS

5.1 Progress and final payments shall be paid to the Contractor based upon the progress of the Project as indicated by the approved Applications for Payment, certificates of acceptance, or Certificates for Payment, that include an approved Schedule of Values that will be submitted by the CONTRACTOR to the OWNER prior to the commencement of the Work and in accordance with the following:

##### 5.2 MONTHLY ESTIMATES

The CONTRACTOR shall deliver to the OWNER an itemized Application for Payment that shall include the work completed, materials stored at the Project site but not

## SECTION 00510 - CONFLICT OF INTEREST

### **INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79<sup>th</sup> Legislative Session, House Bill 914 was signed into law effective September 1, 2005, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84<sup>th</sup> Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with City of Corinth, including family, business, and financial relationships such persons may have with City of Corinth officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

[http://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

The vendor acknowledges by doing business or seeking to do business with the City of Corinth that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Corinth who does not comply with this practice may risk award consideration of any City contract.

For a listing of current Corinth leadership:

<https://www.cityofcorinth.com/27/Our-Government>

The following City Officials and Appointees will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department/Evaluation Team:

Bob Hart – City Manager

Cody Collier – Director of Public Works Operations

Helen-Eve Liebman, Planning & Development Director

Purchasing:

Cindy Troyer – Purchasing Agent

City Council:

Bill Heidemann – Mayor

Sam Burke Mayor Pro Tem, Place I

Scott Garber – Place II

Lowell Johnson – Place III

Tina Henderon – Place IV

Don Glockel – Place V

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

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.

308 Construction

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.

None

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

10/16/18

Date

SECTION 00530 - CHAPTER 2270 VERIFICATION

I, Allen Heiser, the undersigned representative of  
(PRINT NAME)

308 Construction  
(COMPANY)

do hereby verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.001, Texas Government Code:*

1. *"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; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

10/16/18  
DATE

  
SIGNATURE OF COMPANY REPRESENTATIVE

CEO/President  
TITLE



## **ADDENDUM #1**

INVITATION TO BID

CITY OF CORINTH

September 26, 2018

Corinth Public Works Facility Renovation

**BID #1116**

**PROPOSALS DUE:**

**TUESDAY, OCTOBER 16, 2018 2:00 PM CST**

**ADDENDUM #1**

**Addendum to be returned with Proposal**

Note: The time for submission of proposals has NOT been changed.


The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the referenced document and shall become part of the Contract Documents. Respondents shall acknowledge receipt of this Addendum by signing below and returning this Addendum with the Proposal.

*This form shall be signed and returned with your proposal.*

Name:

Allen Heiser

Signature:



Company:

308 Construction

Title:

CEO / President

Date:

10/16/18



## **ADDENDUM #2**

INVITATION TO BID

CITY OF CORINTH

October 2, 2018

Corinth Public Works Facility Renovation

**BID #1116**

**PROPOSALS DUE:**

**TUESDAY, OCTOBER 16, 2018 2:00 PM CST**

**ADDENDUM #2**

**Addendum to be returned with Proposal**

**Note:** The time for submission of proposals has NOT been changed.

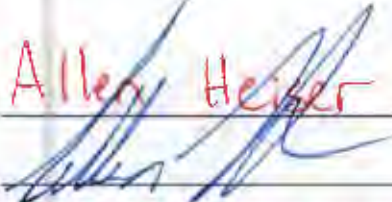
The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the referenced document and shall become part of the Contract Documents. Respondents shall acknowledge receipt of this Addendum by signing below and returning this Addendum with the Proposal.

*This form shall be signed and returned with your proposal.*

Name:

Allen Heiser

Signature:



Company:

308 Construction

Title:

CEO/President

Date:

10/16/18





## **ADDENDUM #3**

INVITATION TO BID

CITY OF CORINTH

October 4, 2018

Corinth Public Works Facility Renovation

**BID #1116**

**PROPOSALS DUE:**

**TUESDAY, OCTOBER 16, 2018 2:00 PM CST**

**ADDENDUM #2**

**Addendum to be returned with Proposal**

**Note:** The time for submission of proposals has NOT been changed.

The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the referenced document and shall become part of the Contract Documents. Respondents shall acknowledge receipt of this Addendum by signing below and returning this Addendum with the Proposal.

*This form shall be signed and returned with your proposal.*

Name:

Allen Heiser

Signature:



Company:

308 Construction

Title:

CEO/President

Date:

10/16/18



## **ADDENDUM #4**

INVITATION TO BID

CITY OF CORINTH

October 9, 2018

Corinth Public Works Facility Renovation

**BID #1116**

**PROPOSALS DUE:**

**TUESDAY, OCTOBER 16, 2018 2:00 PM CST**

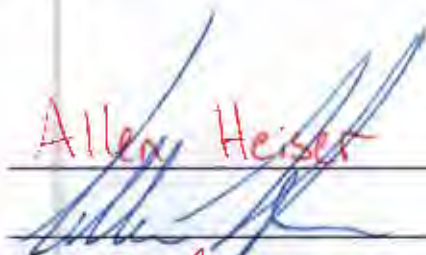
**ADDENDUM #4**

**Addendum to be returned with Proposal**

**Note:** The time for submission of proposals has NOT been changed.

The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the referenced document and shall become part of the Contract Documents. Respondents shall acknowledge receipt of this Addendum by signing below and returning this Addendum with the Proposal.

*This form shall be signed and returned with your proposal.*

Name: Allen Heiser  
Signature:   
Company: 308 Construction  
Title: CEO / President  
Date: 10/16/16



## **ADDENDUM #5**

INVITATION TO BID

CITY OF CORINTH

October 11, 2018

Corinth Public Works Facility Renovation

**BID #1116**

**PROPOSALS DUE:**

**TUESDAY, OCTOBER 16, 2018 2:00 PM CST**

**ADDENDUM #5**

**Addendum to be returned with Proposal**

**Note:** The time for submission of proposals has NOT been changed.

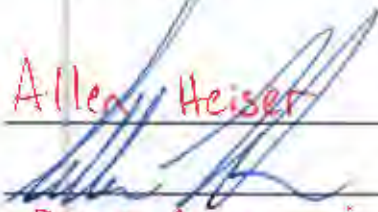
The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the referenced document and shall become part of the Contract Documents. Respondents shall acknowledge receipt of this Addendum by signing below and returning this Addendum with the Proposal.

*This form shall be signed and returned with your proposal.*

Name:

Allen Heiser

Signature:



Company:

308 Construction

Title:

CEO/President

Date:

10/16/18

## 308 Construction – Subcontractors list

State the business name of all subcontractors and the type of work they will be performing under this contract.

**Masonry:**

- Shirley Masonry

**Framer:**

- Cesar Suarez Construction

**Roofing:**

- Atlas Roofing

**New Canopy:**

- In House

**Electrical:**

- 308 Solutions Group (in house electrical)

**Plumbing:**

- Mike Creager

**Mechanical**

- PRK

**Concrete:**

- Ram Concrete

**Stairs:**

- All Pro Stairs & Railing

**Tile:**

- Cesar Suarez Construction

**Painting:**

- Cesar Suarez Construction

**Miscellaneous Finishes:**

- Cesar Suarez Construction

**Windows:**

- All American Glass

**Flooring:**

- DMCA

**Millwork:**

- Hayes Building Services

**Door**

- Daico

**Signage**

- Casteel Signs

**Cabling**

- DFW Cabling

## 308 Construction – References

List a company or governmental agency where these same/like products/services, as stated herein, have been provided.

### Reference #1

Company/entity: University of North Texas  
Contact: Gena Lomelin  
Address: 2204 W. Prairie Street, Denton, TX 76201  
Phone: 940-369-8222  
E-mail: Gena.Lomelin@unt.edu

### Reference #2

Company/entity: Denton Bolt & Tool  
Contact: Steve McLean  
Address: 1103 Avenue C, Denton, TX 76201  
Phone: 940-383-1483  
E-mail: Steve@dentonbolt.com

### Reference #3

Company/entity: Fort Worth ISD – Benbrook Middle Level Learning Center  
Contact: Brian Mathis  
Address: 100 N. University, Fort Worth, TX 76107  
Phone: 214-734-6382  
E-mail: Brian.Mathis@fwisd.org



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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 CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
308 Construction, LLC  
Argyle, TX United States

Certificate Number:  
2018-413926

Date Filed:  
10/12/2018

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
City of Corinth

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.  
1116  
General Contracting

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

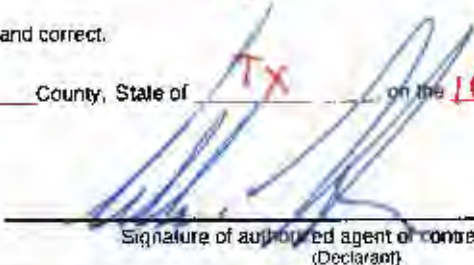
### 6 UNSWORN DECLARATION

My name is Allen Heiser and my date of birth is 6/30/184

My address is 2126 Hamilton Dr, Suite 250, Argyle, TX, 76226 Denton  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Denton County, State of TX on the 16 day of October 20 18  
(month) (year)

  
 Signature of authorized agent of contracting business entity (Declarant)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> PREMIER INSURANCE & BENEFITS GROUP 5904 S Cooper St 104-172 Adington, TX 76017	<b>CONTACT NAME:</b> PHONE (A/C No Ext): (877)450-6390 FAX (A/C No): (877)450-6355 E-MAIL ADDRESS: 6rminsgroup@gmail.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : James River Insurance</td> <td></td> <td></td> </tr> <tr> <td>INSURER B : National General</td> <td></td> <td></td> </tr> <tr> <td>INSURER C : Evanston</td> <td></td> <td></td> </tr> <tr> <td>INSURER D : Texas Mutual</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : James River Insurance			INSURER B : National General			INSURER C : Evanston			INSURER D : Texas Mutual			INSURER E :			INSURER F :	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A : James River Insurance																					
INSURER B : National General																					
INSURER C : Evanston																					
INSURER D : Texas Mutual																					
INSURER E :																					
INSURER F :																					
<b>INSURED</b> 308 Construction LLC 2126 HAMILTON RD STE 250 ARGYLE TX 76226																					

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
------------------	----------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE: <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		3E08964	3/1/2018	3/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		2004723263	2/28/2018	2/28/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$		EZXS1020004	5/25/2018	5/25/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
D	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A <input type="checkbox"/>		0001305015	4/23/2018	4/23/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
proof of coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

© 1988-2014 ACORD CORPORATION. All rights reserved.

**ORIGINAL**

**SECTION 00430 - BID BOND**

STATE OF TEXAS §  
DENTON COUNTY §

**KNOW ALL MEN BY THESE PRESENTS:**

THAT 308 Construction, LLC a corporation organized and existing under the laws of the State of Texas and fully authorized to transact business in the State of Texas, whose address is PO Box 1927, Denton, TX 76202 of the City of Denton County of Denton and State of Texas (hereinafter referred to as "Principal"), and Developers Surety and Indemnity Company (hereinafter referred to as "Surety", a corporation organized under the laws of the State of CA and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of Five Percent of the Greatest Amount Bid Dollars (\$ 5% G.A.B. ) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.  
SIGNED, SEALED and DATED this day of October 16 2018

WHEREAS, the Principal is herein submitting its proposal for BID NO. 1116 CORINTH PUBLIC WORKS FACILITY RENOVATION  
The condition of the above obligations are such that if the aforesaid Principal shall be awarded the Contract, the said Principal will, within the time required, enter into a Contract and give Bonds, if required, for the faithful performance of the Contract and the prompt payment for labor and materials in the prosecution thereof, then this obligation shall be null and void, otherwise the Principal and Surety will pay unto the OWNER the full penal sum hereof, as liquidated damages, it being difficult and impractical to determine accurately the actual amount of damages occurring to OWNER by reason of Principal's failure to execute said Contract and Bonds.  
PROVIDED FURTHER, that if any legal action be filed on this Bond, venue shall lie in Denton County, Texas.

The Resident Agent of the Surety for delivery of notice and service of process is:  
Name: William D. Baldwin  
Address: 5930 Preston View Blvd, Suite 200, Dallas, TX 75240  
Phone Number: 972-644-2688

WITNESS

[Signature]

PRINCIPAL 308 Construction, LLC

[Signature]  
Printed/Typed Name Allen Heiser  
Title: CEO/President  
Company: 308 Construction, LLC  
Address: PO Box 1927  
Denton, TX 76202

WITNESS

[Signature]  
Candice Allen, Witness

SURETY Developers Surety and Indemnity Company

[Signature]  
Printed/Typed Name Tracy K. Cox  
Title: Attorney-in-Fact  
Company: Developers Surety and Indemnity Company  
Address: P.O. Box 19725  
Irvine, CA 92623

NOTE: CERTIFIED COPY OF POWER-OF-ATTORNEY SHOULD BE ATTACHED HERETO.

### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725  
Irvine, CA 92623-9725

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771

web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANCIA

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de para información o para someter una queja at:

1-800-782-1546

Usted también puede escribir al Surety:

P.O. Box 19725  
Irvine, CA 92623-9725

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas at:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771

web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.



Developers Surety and Indemnity Company  
Indemnity Company of California  
CorePointe Insurance Company

17771 Cowan, Suite 100  
Irvine, CA 92614  
1-800-782-1546  
[www.AmTrustSurety.com](http://www.AmTrustSurety.com)

10-1404 (TX) (Rev. 4/15)

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY**  
P.O. Box 18725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

\*\*\*Brent Baldwin, Brock Baldwin, William D. Baldwin, Michael B. Hill, Brady K. Cox, Blaine Allen, Monica Campos, Russ Frenzel, John A. Abbotmas, jointly or severally\*\*\*

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as said corporation could do, but reserving to said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute on behalf of the corporation, bonds, undertakings and contracts of suretyship, and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 4th day of October, 2018.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Mark Lansdon*  
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On October 4, 2018 before me, Lucille Raymond, Notary Public  
Date Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*  
Lucille Raymond, Notary Public



Place Notary Seal Above

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 16th day of October, 2018.

By: *Cassie J. Barnsford*  
Cassie J. Barnsford, Assistant Secretary



# Document A310™ - 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

308 Construction, LLC

PO Box 1927

Denison, TX 76202

### SURETY:

(Name, legal status and principal place of business)

Developers Surety and Indemnity Company

P.O. Box 19725

Irvine, CA 92623

Mailing Address for Notices

Developers Surety and Indemnity Company

P.O. Box 19725

Irvine, CA 92623

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

City of Corinth

3300 Corinth Parkway 2nd Floor, Corinth, TX 76208

US

**BOND AMOUNT: Five Percent of the Greatest Amount Bid**

**(5% G.A.B.)**

### PROJECT:

(Name, location or address, and Project number, if any)

#1116 1116 Corinth Public Works Facility Renovation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of October

2018

  
Amanda Ross  
(Witness)

308 Construction, LLC

(Principal)

(Seal)

By: 

(Title)

Developers Surety and Indemnity Company

(Surety)


(Seal)

By: 

(Title)

Brady K Cox

Attorney-in-Fact

  
Lorena Bonilla  
(Witness)

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725  
Irvine, CA 92623-9725

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771  
web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANCIA**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tambien puede escribir al Surety:

P.O. Box 19725  
Irvine, CA 92623-9725

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compa-  
nias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771  
web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTEAVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



Developers Surety and Indemnity Company  
Indemnity Company of California  
CorePointe Insurance Company

17771 Cowan, Suite 100  
Irvine, CA 92614  
1-800-782-1546  
[www.AmTrustSurety.com](http://www.AmTrustSurety.com)

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY**  
PO Box 10725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

\*\*\*Brent Baldwin, Brock Baldwin, William D. Baldwin, Michael B. Hill, Brady K. Cox, Blaine Allen, Monica Campos, Russ Frenzel, John A. Aboumrad, jointly or severally\*\*\*

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to so act to perform every act necessary, requisite or proper to be done in connection therewith as said corporation could do, but reserving to said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 4th day of October, 2018.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Mark Larsson*  
Mark Larsson, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On October 4, 2018 before me, Lucille Raymond, Notary Public  
Date here insert Name and Title of the Officer

personally appeared Daniel Young and Mark Larsson  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in the capacity and authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify, under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature *Lucille Raymond*  
Lucille Raymond, Notary Public



Place Notary Seal Above

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 13th day of October, 2018.

By: *Cassio J. Bernisford*  
Cassio J. Bernisford, Assistant Secretary







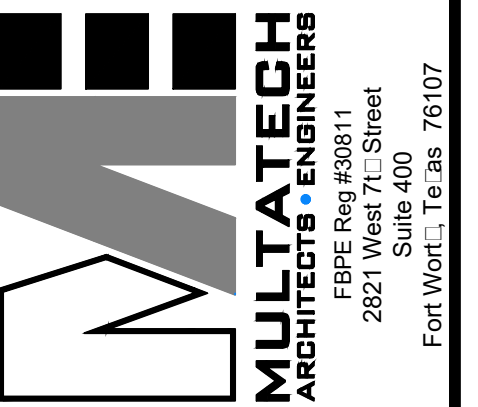
# CITY OF CORINTH - PUBLIC WORKS DEPARTMENT BUILDING AND SITE UPGRADE

1200 NORTH CORINTH STREET  
CORINTH, TEXAS 76208

ISSUED FOR CONSTRUCTION

TDLR#: EABPRJB8822424

ISSUES		
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018



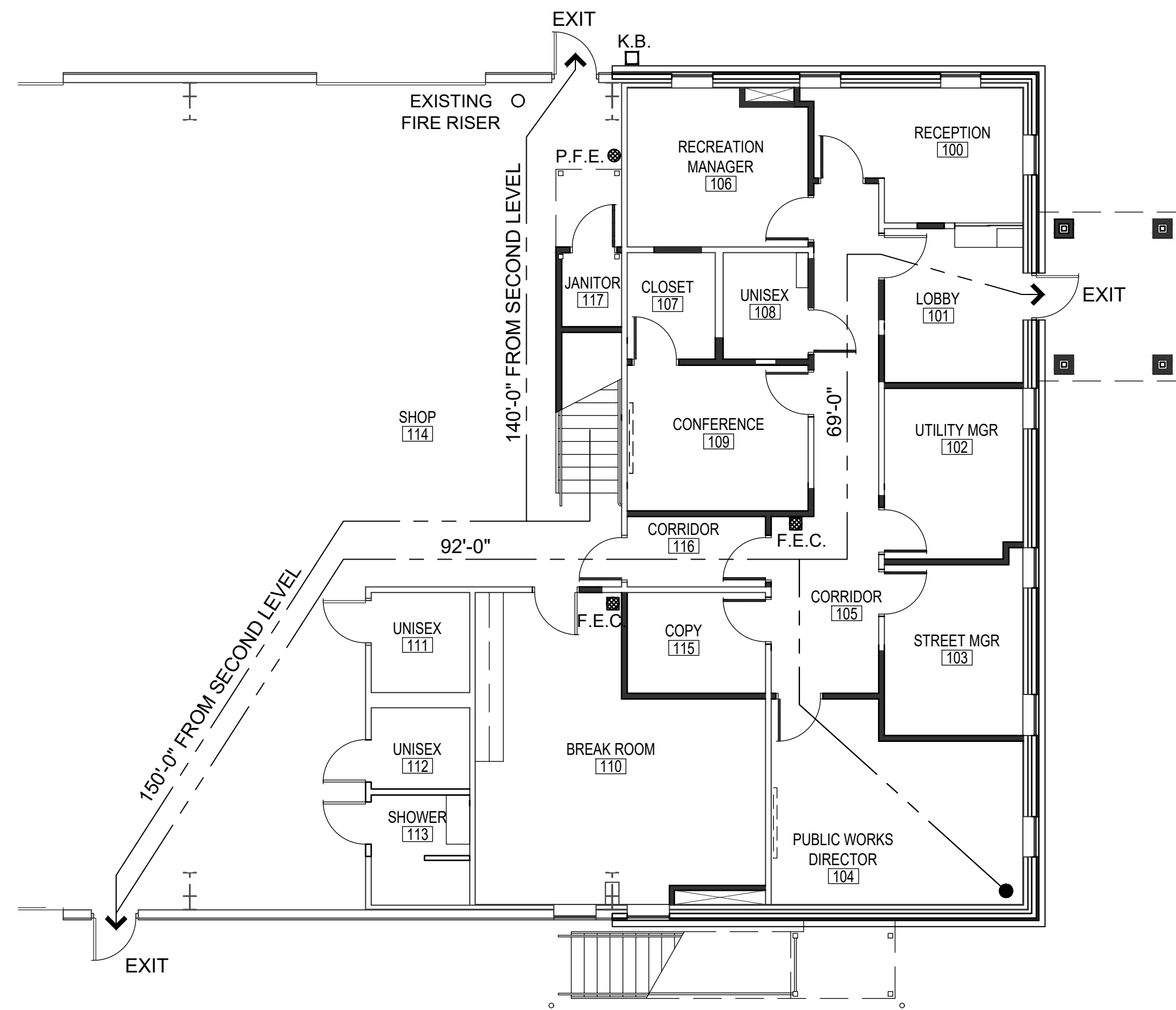
## P R O J E C T C O N T A C T S

ABBREVIATIONS	CLIENT	CONSTRUCTION MANAGER	CIVIL ENGINEER	ARCHITECT	STRUCTURAL ENGINEER	MECHANICAL PLUMBING ENGINEER	ELECTRICAL ENGINEER																																																																																																																																																																																																																																
ADA AMERICANS WITH DISABILITIES ACT A.F.C. ABOVE FINISHED CEILING A.F.F. ABOVE FINISHED FLOOR B.O. BOTTOM OF BD. BOARD BLDG. BUILDING CONST. CONSTRUCTION C.J. CONSTRUCTION JOINT CMU CONCRETE MASONRY UNIT CONC. CONCRETE CONT. CONTINUOUS EA. EACH ELECT. ELECTRICAL EJ. EXPANSION JOINT EQ. EQUAL EQ. UP. EQUIPMENT EXIST. EXISTING EXP. EXPANSION FD. FLOOR DRAIN F.F.E. FINISHED FLOOR ELEVATION F.O.C. FACE OF CONCRETE F.O.G. FACE OF GIRT F.O.P. FACE OF PANEL GA. GAGE G.C. GENERAL CONTRACTOR GYP. BD. GYPSUM WALL BOARD HC. HANDICAP HT. HEIGHT IBC. INTERNATIONAL BUILDING CODE MAX. MAXIMUM MECH. MECHANICAL MFG. MANUFACTURER MIN. MINIMUM M.R. GYP. BD. MOISTURE RESISTANT GYPSUM BOARD HVAC HEATING, VENTILATION AND AIR CONDITIONING M.O. NOMINAL MASONRY OPENING MTL. METAL N.T.S. NOT TO SCALE O.C. ON CENTER O.D. OVERFLOW DRAIN O.H. OPPOSITE HAND P.E.M.B. PRE-ENGINEER METAL BUILDING PLAM. PLASTIC LAMINATE PLUMB. PLUMBING P.J. PANEL JOINT PVMT. PAVEMENT R.D. ROOF DRAIN RE. REFER RM. ROOM NAME SA. SOUND ATTENUATION SIM. SIMILAR S.F. SQUARE FEET S.S.R. STANDING SEAM ROOF STL. STEEL STRUCT. STRUCTURAL TAS. TEXAS ACCESSIBILITY STANDARDS T.B.D. TO BE DETERMINE T.O. TOP OF TYP. TYPICAL U.N.O. UNLESS NOTED OTHERWISE U.L. UNDERWRITERS LABOR VCT. VINYL COMPOSITE VIF. VERIFY IN FIELD WRB. WEATHER RESISTANT BARRIER	<b>CITY OF CORINTH</b> 1200 North Corinth Street Corinth, Texas 76208  CONTACT: CODY COLLIER PHONE: 940-498-7510 EMAIL: Cod.Collier@CityOfCorinth.com		<b>LAMB-STAR ENGINEERING, LP</b> 5700 W. Plano Park@ Suite 1000 Plano, TX 75093  CONTACT: JILL VAN HOEWYK PHONE: (214) 440.3630 FAX: (817) 877-4245 E-MAIL: Jill.VanHoe@lamb-star.com	<b>MULTATECH</b> 2821 West 7th Street, Suite 400 Fort Worth, TX 76107  CONTACT: STEVEN TIBERG PHONE: (817) 877-5571 FAX: (817) 877-4245 E-MAIL: STiberg@Multatec.com	<b>THE SADLER GROUP</b> 500 Main Street, Suite 700 Fort Worth, TX 76102  CONTACT: TOM SADLER PHONE: 817.332.1074 FAX: 817.338.0335 EMAIL: Tom@TheSadlerGroup.com	<b>SUMMIT CONSULTANTS, INC.</b> 1300 Summit Avenue, Suite 500 Fort Worth, TX 76102  CONTACT: PHONE: (817) 878-4242 FAX: E-MAIL: @SummitMEP.com	<b>MULTATECH</b> 2821 West 7th Street, Suite 400 Fort Worth, TX 76107  CONTACT: HARRY WYNNE PHONE: (817) 877-5571 FAX: (817) 877-4245 E-MAIL: HWynne@Multatec.com																																																																																																																																																																																																																																
	<b>GENERAL PROJECT SCOPE</b>  PROVIDE A FLOOR PLAN MODIFICATION TO THE FIRST AND SECOND LEVELS OF THE OFFICE AREA, AS WELL AS, UPDATED COSMETIC FINISHES TO AN AREA LIMITED TO THE FRONT OF THE FACILITY.  THE EXTERIOR OF THE FRONT OF THE BUILDING WILL RECEIVE NEW STUCCO CLAD INSULATED PANELS, NATURAL STONE BASE, AND AN ENTRY CANOPY.	<b>VICINITY MAP</b>  	<b>SHEET INDEX</b> <table border="1"> <thead> <tr> <th></th> <th>SUBMITTAL 05.30.2018</th> <th>SUBMITTAL 06.20.2018</th> <th>SUBMITTAL 07.27.2018</th> <th>SUBMITTAL 05.30.2018</th> <th>SUBMITTAL 06.20.2018</th> <th>SUBMITTAL 07.27.2018</th> </tr> </thead> <tbody> <tr> <td><b>GENERAL</b></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>G1.01 COVER SHEET</td> <td>●</td> <td>●</td> <td></td> <td>S0.1 GENERAL NOTES</td> <td>●</td> <td>●</td> </tr> <tr> <td>G1.02 LIFE SAFETY PLAN AND CODE ANALYSIS</td> <td>●</td> <td>●</td> <td></td> <td>S1.1 FOUNDATION PLAN</td> <td>●</td> <td>●</td> </tr> <tr> <td>G1.03 TEXAS ACCESSIBILITY STANDARDS</td> <td>●</td> <td>●</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>CIVIL</b></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>ISSUED UNDER SEPARATE COVER</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>ARCHITECTURAL</b></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>AS1.01 ARCHITECTURAL SITE PLAN</td> <td>●</td> <td>●</td> <td></td> <td>M0.01 MECHANICAL LEGEND</td> <td>●</td> <td>●</td> </tr> <tr> <td>D1.01 OVERALL 1ST AND 2ND FLOOR DEMO PLANS</td> <td>●</td> <td>●</td> <td></td> <td>M0.02 MECHANICAL SCHEDULES</td> <td>●</td> <td>●</td> </tr> <tr> <td>D1.02 ENLARGED 1ST FLOOR DEMOLITION PLAN</td> <td>●</td> <td>●</td> <td></td> <td>M2.01 MECHANICAL ENLARGED 1ST FLOOR PLAN</td> <td>●</td> <td>●</td> </tr> <tr> <td>D1.03 ENLARGED 2ND FLOOR DEMOLITION PLAN</td> <td>●</td> <td>●</td> <td></td> <td>M2.02 MECHANICAL ENLARGED 2ND FLOOR PLAN</td> <td>●</td> <td>●</td> </tr> <tr> <td>D2.01 DEMOLITION EXTERIOR ELEVATIONS</td> <td>●</td> <td>●</td> <td></td> <td>M3.01 MECHANICAL DETAILS</td> <td>●</td> <td>●</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>M3.02 MECHANICAL SPECIFICATIONS SHEETS</td> <td>●</td> <td>●</td> </tr> <tr> <td>A1.01 OVERALL 1ST AND 2ND REV. FLOOR PLANS</td> <td>●</td> <td>●</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>A1.02 ENLARGED REVISED 1ST FLOOR PLAN</td> <td>●</td> <td>●</td> <td></td> <td><b>PLUMBING</b></td> <td></td> <td></td> </tr> <tr> <td>A1.03 ENLARGED REVISED 2ND FLOOR PLAN</td> <td>●</td> <td>●</td> <td></td> <td>P0.01 PLUMBING SYMBOLS AND LEGEND</td> <td>●</td> <td>●</td> </tr> <tr> <td>A1.04 ENLARGED 1ST FLOOR REF. CEILING PLAN</td> <td>●</td> <td>●</td> <td></td> <td>P0.02 PLUMBING SCHEDULES</td> <td>●</td> <td>●</td> </tr> <tr> <td>A1.05 ENLARGED 2ND FLOOR REF. CEILING PLAN</td> <td>●</td> <td>●</td> <td></td> <td>P2.01 PLUMBING FIRST FLOOR PLAN</td> <td>●</td> <td>●</td> </tr> <tr> <td>A2.01 REVISED EXTERIOR ELEVATIONS</td> <td>●</td> <td>●</td> <td></td> <td>P2.02 PLUMBING SECOND FLOOR PLAN</td> <td>●</td> <td>●</td> </tr> <tr> <td>A3.01 WALL SECTIONS AND DETAILS</td> <td>●</td> <td>●</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>A3.02 ENTRY CANOPY SECTIONS AND DETAILS</td> <td>●</td> <td>●</td> <td></td> <td><b>ELECTRICAL</b></td> <td></td> <td></td> </tr> <tr> <td>A4.01 STAIR PLANS AND DETAILS</td> <td>●</td> <td>●</td> <td></td> <td>E0.00 GENERAL NOTES &amp; SYMBOLS</td> <td>●</td> <td>●</td> </tr> <tr> <td>A5.01 FINISH SCHEDULES AND INTERIOR DETAILS</td> <td>●</td> <td>●</td> <td></td> <td>E0.01 ELECTRICAL SPECIFICATIONS</td> <td>●</td> <td>●</td> </tr> <tr> <td>A5.02 MILLWORK ELEVATIONS &amp; DETAILS</td> <td>●</td> <td>●</td> <td></td> <td>E1.01 ELECTRICAL POWER DEMOLITION - LEVEL 1</td> <td>●</td> <td>●</td> </tr> <tr> <td>A6.01 DOOR SCHEDULE AND DETAILS</td> <td>●</td> <td>●</td> <td></td> <td>E1.02 ELECTRICAL POWER DEMOLITION - LEVEL 2</td> <td>●</td> <td>●</td> </tr> <tr> <td>A7.01 ENLARGED 1ST FLOOR FURNISHING PLAN</td> <td>●</td> <td>●</td> <td></td> <td>E1.03 ELECTRICAL POWER PLAN - LEVEL 1</td> <td>●</td> <td>●</td> </tr> <tr> <td>A7.02 ENLARGED 2ND FLOOR FURNISHING PLAN</td> <td>●</td> <td>●</td> <td></td> <td>E1.04 ELECTRICAL POWER PLAN - LEVEL 2</td> <td>●</td> <td>●</td> </tr> <tr> <td>A8.01 ENLARGED 1ST FLOOR FINISH PLAN</td> <td>●</td> <td>●</td> <td></td> <td>E2.01 ELECTRICAL LIGHTING PLAN - LEVEL 1</td> <td>●</td> <td>●</td> </tr> <tr> <td>A8.02 ENLARGED 2ND FLOOR FINISH PLAN</td> <td>●</td> <td>●</td> <td></td> <td>E2.02 ELECTRICAL LIGHTING PLAN - LEVEL 2</td> <td>●</td> <td>●</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>E4.01 ELECTRICAL DETAILS</td> <td>●</td> <td>●</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>E4.02 ELECTRICAL SCHEDULES</td> <td>●</td> <td>●</td> </tr> </tbody> </table>						SUBMITTAL 05.30.2018	SUBMITTAL 06.20.2018	SUBMITTAL 07.27.2018	SUBMITTAL 05.30.2018	SUBMITTAL 06.20.2018	SUBMITTAL 07.27.2018	<b>GENERAL</b>							G1.01 COVER SHEET	●	●		S0.1 GENERAL NOTES	●	●	G1.02 LIFE SAFETY PLAN AND CODE ANALYSIS	●	●		S1.1 FOUNDATION PLAN	●	●	G1.03 TEXAS ACCESSIBILITY STANDARDS	●	●					<b>CIVIL</b>							ISSUED UNDER SEPARATE COVER							<b>ARCHITECTURAL</b>							AS1.01 ARCHITECTURAL SITE PLAN	●	●		M0.01 MECHANICAL LEGEND	●	●	D1.01 OVERALL 1ST AND 2ND FLOOR DEMO PLANS	●	●		M0.02 MECHANICAL SCHEDULES	●	●	D1.02 ENLARGED 1ST FLOOR DEMOLITION PLAN	●	●		M2.01 MECHANICAL ENLARGED 1ST FLOOR PLAN	●	●	D1.03 ENLARGED 2ND FLOOR DEMOLITION PLAN	●	●		M2.02 MECHANICAL ENLARGED 2ND FLOOR PLAN	●	●	D2.01 DEMOLITION EXTERIOR ELEVATIONS	●	●		M3.01 MECHANICAL DETAILS	●	●					M3.02 MECHANICAL SPECIFICATIONS SHEETS	●	●	A1.01 OVERALL 1ST AND 2ND REV. FLOOR PLANS	●	●					A1.02 ENLARGED REVISED 1ST FLOOR PLAN	●	●		<b>PLUMBING</b>			A1.03 ENLARGED REVISED 2ND FLOOR PLAN	●	●		P0.01 PLUMBING SYMBOLS AND LEGEND	●	●	A1.04 ENLARGED 1ST FLOOR REF. CEILING PLAN	●	●		P0.02 PLUMBING SCHEDULES	●	●	A1.05 ENLARGED 2ND FLOOR REF. CEILING PLAN	●	●		P2.01 PLUMBING FIRST FLOOR PLAN	●	●	A2.01 REVISED EXTERIOR ELEVATIONS	●	●		P2.02 PLUMBING SECOND FLOOR PLAN	●	●	A3.01 WALL SECTIONS AND DETAILS	●	●					A3.02 ENTRY CANOPY SECTIONS AND DETAILS	●	●		<b>ELECTRICAL</b>			A4.01 STAIR PLANS AND DETAILS	●	●		E0.00 GENERAL NOTES & SYMBOLS	●	●	A5.01 FINISH SCHEDULES AND INTERIOR DETAILS	●	●		E0.01 ELECTRICAL SPECIFICATIONS	●	●	A5.02 MILLWORK ELEVATIONS & DETAILS	●	●		E1.01 ELECTRICAL POWER DEMOLITION - LEVEL 1	●	●	A6.01 DOOR SCHEDULE AND DETAILS	●	●		E1.02 ELECTRICAL POWER DEMOLITION - LEVEL 2	●	●	A7.01 ENLARGED 1ST FLOOR FURNISHING PLAN	●	●		E1.03 ELECTRICAL POWER PLAN - LEVEL 1	●	●	A7.02 ENLARGED 2ND FLOOR FURNISHING PLAN	●	●		E1.04 ELECTRICAL POWER PLAN - LEVEL 2	●	●	A8.01 ENLARGED 1ST FLOOR FINISH PLAN	●	●		E2.01 ELECTRICAL LIGHTING PLAN - LEVEL 1	●	●	A8.02 ENLARGED 2ND FLOOR FINISH PLAN	●	●		E2.02 ELECTRICAL LIGHTING PLAN - LEVEL 2	●	●					E4.01 ELECTRICAL DETAILS	●	●					E4.02 ELECTRICAL SCHEDULES	●	●
	SUBMITTAL 05.30.2018	SUBMITTAL 06.20.2018	SUBMITTAL 07.27.2018	SUBMITTAL 05.30.2018	SUBMITTAL 06.20.2018	SUBMITTAL 07.27.2018																																																																																																																																																																																																																																	
<b>GENERAL</b>																																																																																																																																																																																																																																							
G1.01 COVER SHEET	●	●		S0.1 GENERAL NOTES	●	●																																																																																																																																																																																																																																	
G1.02 LIFE SAFETY PLAN AND CODE ANALYSIS	●	●		S1.1 FOUNDATION PLAN	●	●																																																																																																																																																																																																																																	
G1.03 TEXAS ACCESSIBILITY STANDARDS	●	●																																																																																																																																																																																																																																					
<b>CIVIL</b>																																																																																																																																																																																																																																							
ISSUED UNDER SEPARATE COVER																																																																																																																																																																																																																																							
<b>ARCHITECTURAL</b>																																																																																																																																																																																																																																							
AS1.01 ARCHITECTURAL SITE PLAN	●	●		M0.01 MECHANICAL LEGEND	●	●																																																																																																																																																																																																																																	
D1.01 OVERALL 1ST AND 2ND FLOOR DEMO PLANS	●	●		M0.02 MECHANICAL SCHEDULES	●	●																																																																																																																																																																																																																																	
D1.02 ENLARGED 1ST FLOOR DEMOLITION PLAN	●	●		M2.01 MECHANICAL ENLARGED 1ST FLOOR PLAN	●	●																																																																																																																																																																																																																																	
D1.03 ENLARGED 2ND FLOOR DEMOLITION PLAN	●	●		M2.02 MECHANICAL ENLARGED 2ND FLOOR PLAN	●	●																																																																																																																																																																																																																																	
D2.01 DEMOLITION EXTERIOR ELEVATIONS	●	●		M3.01 MECHANICAL DETAILS	●	●																																																																																																																																																																																																																																	
				M3.02 MECHANICAL SPECIFICATIONS SHEETS	●	●																																																																																																																																																																																																																																	
A1.01 OVERALL 1ST AND 2ND REV. FLOOR PLANS	●	●																																																																																																																																																																																																																																					
A1.02 ENLARGED REVISED 1ST FLOOR PLAN	●	●		<b>PLUMBING</b>																																																																																																																																																																																																																																			
A1.03 ENLARGED REVISED 2ND FLOOR PLAN	●	●		P0.01 PLUMBING SYMBOLS AND LEGEND	●	●																																																																																																																																																																																																																																	
A1.04 ENLARGED 1ST FLOOR REF. CEILING PLAN	●	●		P0.02 PLUMBING SCHEDULES	●	●																																																																																																																																																																																																																																	
A1.05 ENLARGED 2ND FLOOR REF. CEILING PLAN	●	●		P2.01 PLUMBING FIRST FLOOR PLAN	●	●																																																																																																																																																																																																																																	
A2.01 REVISED EXTERIOR ELEVATIONS	●	●		P2.02 PLUMBING SECOND FLOOR PLAN	●	●																																																																																																																																																																																																																																	
A3.01 WALL SECTIONS AND DETAILS	●	●																																																																																																																																																																																																																																					
A3.02 ENTRY CANOPY SECTIONS AND DETAILS	●	●		<b>ELECTRICAL</b>																																																																																																																																																																																																																																			
A4.01 STAIR PLANS AND DETAILS	●	●		E0.00 GENERAL NOTES & SYMBOLS	●	●																																																																																																																																																																																																																																	
A5.01 FINISH SCHEDULES AND INTERIOR DETAILS	●	●		E0.01 ELECTRICAL SPECIFICATIONS	●	●																																																																																																																																																																																																																																	
A5.02 MILLWORK ELEVATIONS & DETAILS	●	●		E1.01 ELECTRICAL POWER DEMOLITION - LEVEL 1	●	●																																																																																																																																																																																																																																	
A6.01 DOOR SCHEDULE AND DETAILS	●	●		E1.02 ELECTRICAL POWER DEMOLITION - LEVEL 2	●	●																																																																																																																																																																																																																																	
A7.01 ENLARGED 1ST FLOOR FURNISHING PLAN	●	●		E1.03 ELECTRICAL POWER PLAN - LEVEL 1	●	●																																																																																																																																																																																																																																	
A7.02 ENLARGED 2ND FLOOR FURNISHING PLAN	●	●		E1.04 ELECTRICAL POWER PLAN - LEVEL 2	●	●																																																																																																																																																																																																																																	
A8.01 ENLARGED 1ST FLOOR FINISH PLAN	●	●		E2.01 ELECTRICAL LIGHTING PLAN - LEVEL 1	●	●																																																																																																																																																																																																																																	
A8.02 ENLARGED 2ND FLOOR FINISH PLAN	●	●		E2.02 ELECTRICAL LIGHTING PLAN - LEVEL 2	●	●																																																																																																																																																																																																																																	
				E4.01 ELECTRICAL DETAILS	●	●																																																																																																																																																																																																																																	
				E4.02 ELECTRICAL SCHEDULES	●	●																																																																																																																																																																																																																																	
<b>ARCHITECTURAL SYMBOLS</b> <table border="1"> <tbody> <tr> <td></td> <td>DOOR NUMBER</td> </tr> <tr> <td></td> <td>KEYNOTE</td> </tr> <tr> <td></td> <td>PARTITION TYPE</td> </tr> <tr> <td></td> <td>WINDOW TYPES</td> </tr> <tr> <td></td> <td>REVISION</td> </tr> <tr> <td></td> <td>SECTION MARK</td> </tr> <tr> <td></td> <td>ENLARGED PLAN &amp; DETAIL REFERENCE</td> </tr> <tr> <td></td> <td>ELEVATION KEY</td> </tr> <tr> <td></td> <td>COLUMN CENTERLINE</td> </tr> </tbody> </table>		DOOR NUMBER		KEYNOTE		PARTITION TYPE		WINDOW TYPES		REVISION		SECTION MARK		ENLARGED PLAN & DETAIL REFERENCE		ELEVATION KEY		COLUMN CENTERLINE	<b>LOCATION MAP</b>  																																																																																																																																																																																																																				
	DOOR NUMBER																																																																																																																																																																																																																																						
	KEYNOTE																																																																																																																																																																																																																																						
	PARTITION TYPE																																																																																																																																																																																																																																						
	WINDOW TYPES																																																																																																																																																																																																																																						
	REVISION																																																																																																																																																																																																																																						
	SECTION MARK																																																																																																																																																																																																																																						
	ENLARGED PLAN & DETAIL REFERENCE																																																																																																																																																																																																																																						
	ELEVATION KEY																																																																																																																																																																																																																																						
	COLUMN CENTERLINE																																																																																																																																																																																																																																						

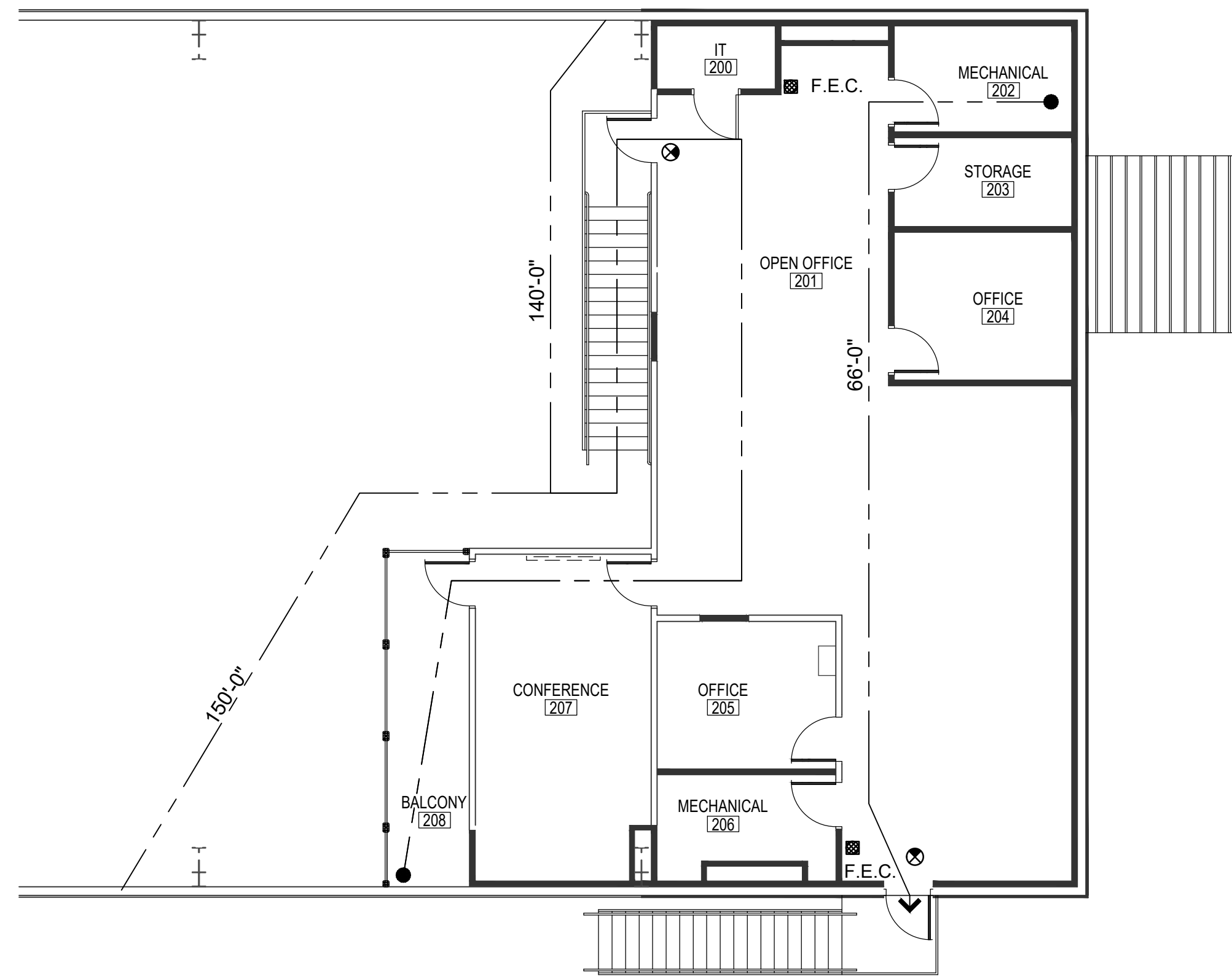
**PUBLIC WORKS DEPARTMENT  
BUILDING REMODEL  
1200 N CORINTH ST  
CORINTH, TEXAS 76208**

COVER SHEET

PROJECT #: 17142.00  
ISSUE DATE: 07.27.2018  
SHEET NUMBER:  
**G1.01**



**1 OVERALL REVISED FIRST FLOOR PLAN**  
SCALE: 1/8" = 1'-0"  
NORTH



**2 OVERALL REVISED SECOND FLOOR PLAN**  
SCALE: 1/8" = 1'-0"  
NORTH

**LIFE SAFETY LEGEND**

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
[EXIT]	EXIT PATH	[F.E.C.]	FIRE EXTINGUISHER CABINET TOP OF EXTINGUISHER 5'-0" A.F.F. - 75 FT MAXIMUM TRAVEL DISTANCE (IFC TABLE 906.3)
[EXIT SIGN]	EXIT SIGN - EGRESS ILLUMINATION REFER TO REFLECTED CEILING PLAN COORDINATE WITH ELECTRICAL	[P.F.E.]	PORTABLE FIRE EXTINGUISHER TOP OF EXTINGUISHER 5'-0" A.F.F. - 75 FT MAXIMUM TRAVEL DISTANCE (IFC TABLE 906.3)
[DASHED LINE]	EXIT PATH	[K.B.]	KNOX BOX, COORDINATE WITH DALLAS COUNTY FIRE MARSHAL
[DIVERGENCE]	COMMON PATH OF TRAVEL DIVERGENCE	[DASHED LINE]	FIRE RATED SEPARATION

**PROJECT CODE DATA**

THE BUILDING SHALL BE IN COMPLIANCE WITH THE FOLLOWING:  
 2015 INTERNATIONAL BUILDING CODE W/LOCAL AMENDMENTS AND DELETIONS, ORD. 12-020  
 2015 INTERNATIONAL PLUMBING CODE W/LOCAL AMENDMENTS AND DELETIONS, ORD. 12-024  
 2015 INTERNATIONAL MECHANICAL CODE W/LOCAL AMENDMENTS AND DELETIONS, ORD. 12-023  
 2015 INTERNATIONAL FIRE CODE W/LOCAL AMENDMENTS AND DELETIONS, ORD. 12-021  
 2014 NATIONAL ELECTRICAL CODE W/LOCAL AMENDMENTS AND DELETIONS, ORD. 12-022  
 2015 INTERNATIONAL FUEL GAS CODE, W/LOCAL AMENDMENTS AND DELETIONS, ORD. 12-024  
 2015 INTERNATIONAL ENERGY CONSERVATION CODE W/LOCAL AMENDMENTS AND DELETIONS,  
 ORD. 12-020  
 2012 TEXAS ACCESSIBILITY STANDARDS (TAS)

**EXTINGUISHING REQUIREMENTS (NFPA 101)**

FIRE EXTINGUISHERS SHALL BE DISTRIBUTED THROUGHOUT THE FACILITY SO THAT NO GREATER THAN 75 FEET TRAVEL DISTANCE IS REQUIRED TO REACH A UNIT, NO MORE THAN 50 FEET IN GARAGE AREA. MINIMUM SIZE #5A40BC EXTINGUISHERS SHALL BE SECURELY MOUNTED WITH THE TOP OF THE CANISTER NO HIGHER THAN 42" ABOVE FINISHED FLOOR, WITH STATE FIRE MARSHAL INSPECTION TAG ATTACHED AND SIGNAGE TO INDICATE LOCATION.  
  
SEE GENERAL INFORMATION SHEET G101 FOR ADDITIONAL GENERAL FIRE SAFETY NOTES.

**CODE ANALYSIS**

**OCCUPANCY CLASSIFICATION (CHAPTER 3)**

OCCUPANCY CLASSIFICATION SEC. 304

FIRST FLOOR:	
B OFFICE:	2,217 SF
S-1 WAREHOUSE:	5,046 SF
TOTAL FOOTPRINT:	7,263 SF
SECOND LEVEL:	
B OFFICE:	2,217 SF
TOTAL SQUARE FOOTAGE:	9,480 SF

**TYPE OF CONSTRUCTION (CHAPTER 6)**

TYPE OF CONSTRUCTION - TABLE 601  
 TYPE II-B (FULLY SPRINKLERED)  
 (FIRE ALARM SYSTEM TO BE PROVIDED PER NFPA-72)  
 LOCAL ORD. 12-021 EXCEPTION TO 907.1.4 OF THE 2009 IFC - EXISTING SYSTEMS NEED NOT COMPLY UNLESS THE TOTAL SYSTEM REMODEL OR EXPANSION INITIATED AFTER OCTOBER 1998 EXCEEDS 30% OF THE BUILDING. WHEN CUMULATIVE BUILDING REMODEL OR EXPANSION EXCEEDS 50%, THE BUILDING MUST COMPLY WITHIN 18 MONTHS OF PERMIT APPLICATION

**ALLOWABLE AREAS (CHAPTER 5)**

ALLOWABLE FLOOR AREA - TABLE 503  
 BASE AREA FOR OCCUPANCY GROUP B = 23,000 SF  
 ALLOWABLE HEIGHT, NUMBER OF STORIES - TABLE 503  
 NUMBER OF STORIES FOR OCCUPANCY GROUP B = 3 STORIES  
 TOTAL ACTUAL BUILDING AREAS:  
 OFFICE BUILDING :  
 BUSINESS GROUP B = 4,434 SF  
 WAREHOUSE GROUP S-1 = 5,046 SF  
 TOTAL: 9,480 SF

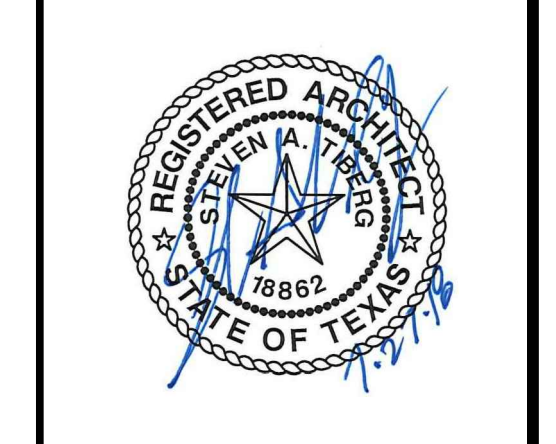
**MEANS OF EGRESS (CHAPTER 10)**

OCCUPANCY LOAD - TABLE 1004.1.2  
 SECOND FLOOR:  
 BUSINESS GROUP B 2,217 SF / 100 GROSS = 23 OCCUPANTS  
 FIRST FLOOR:  
 BUSINESS GROUP B 2,217 SF / 100 GROSS = 23 OCCUPANTS  
 STORAGE S-1 5,046 SF / 500 GROSS = 11 OCCUPANTS  
 TOTAL OCCUPANTS = 57 OCCUPANTS  
 MINIMUM REQUIRED EGRESS WIDTH - SECTION 1005.1  
 TOTAL  
 STORAGE (S-1): 57 OCCUPANTS X 0.15" = 8.55" REQUIRED 180" PROVIDED  
 SECOND FLOOR: 23 OCCUPANTS X 0.15 = 3.45" REQUIRED 72" PROVIDED  
 STAIRS:  
 SECOND FLOOR: 23 OCCUPANTS X 0.3 = 6.90" REQUIRED 96" PROVIDED  
 COMMON PATH OF EGRESS TRAVEL - SECTION 1017.2  
 GROUP S-1 (W/SPRINKLER) = 200 FEET  
 EXIT ACCESS TRAVEL DISTANCE - TABLE 1016.1  
 GROUP S-1 (W/SPRINKLER) = 250 FEET

SECTION 508.3 NON-SEPARATED OCCUPANCY WITH S-1 BEING THE MOST RESTRICTIVE.

**ISSUES**

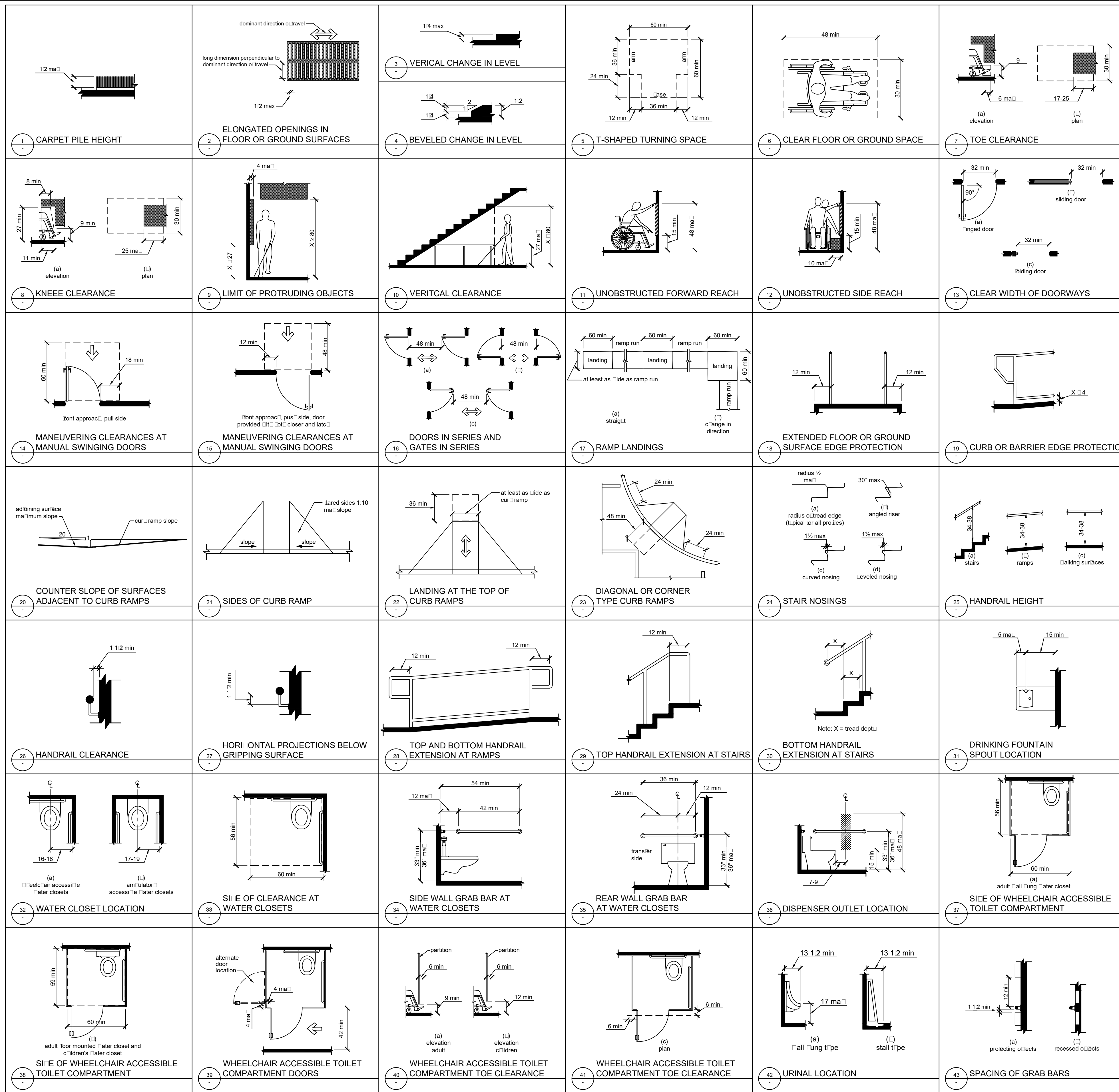
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018



**PUBLIC WORKS DEPARTMENT  
 BUILDING REMODEL  
 1200 N CORINTH ST  
 CORINTH, TEXAS 76208  
 LIFE SAFETY AND CODE ANALYSIS**

PROJECT #: 17142.00  
 ISSUE DATE: 07.27.2018  
 SHEET NUMBER:

**G1.02**



### SPECIAL ACCESSIBILITY REQUIREMENTS

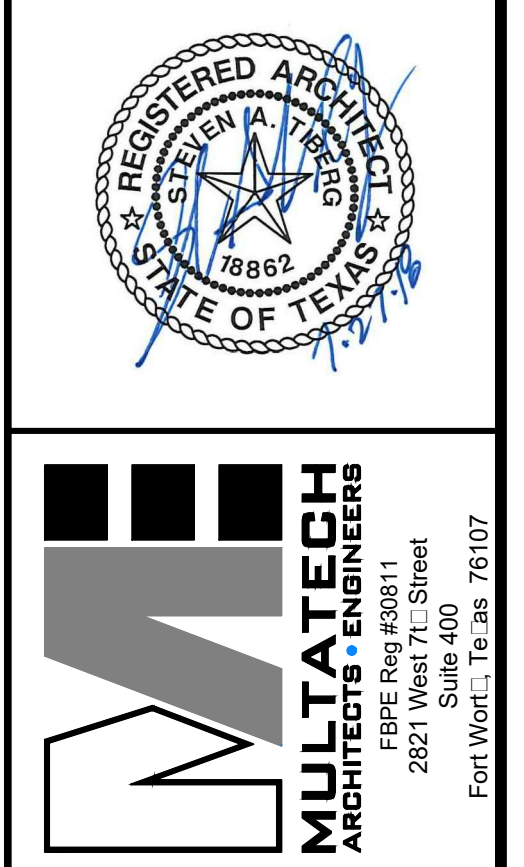
**DOOR HARDWARE:**  
 MECHANISMS, OR U-SHAPED HANDLES. DOORS SHALL HAVE LEVER-OPERATED MECHANISMS, PUSH-TYPE HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERATING DEVICES ON ACCESSIBLE DOORS SHALL HAVE A SHAPE THAT IS EASY TO GRASP WITH ONE HAND AND DOES NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST TO OPERATE.  
 SLIDING DOORS, IF ANY, WHEN FULLY OPEN SHALL HAVE OPERATING HARDWARE EXPOSED AND USABLE FROM BOTH SIDES.  
 MOUNTING HEIGHT: HARDWARE REQUIRED FOR ACCESSIBLE DOOR PASSAGE SHALL BE MOUNTED NO HIGHER THAN 48" ABOVE FINISHED FLOOR.  
 CLOSER OPERATION: THE SWEEP PERIOD OF A CLOSER SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 90 DEGREES, THE DOOR WILL TAKE AT LEAST 3 SECONDS TO MOVE TO A POINT 3" FROM THE LATCH, MEASURED TO THE LEADING EDGE OF THE DOOR.

THE MAXIMUM FORCE FOR PUSHING OR PULLING OPEN A DOOR SHALL BE AS FOLLOWS:  
 (A) EXTERIOR HINGED DOORS: NO REQUIREMENT.  
 (B) INTERIOR HINGED DOORS: 5 LBF  
 (C) SLIDING OR FOLDING DOORS: 5 LBF  
 EXCEPT THAT FIRE DOORS SHALL HAVE THE MINIMUM OPENING FORCE ALLOWABLE BY THE APPROPRIATE ADMINISTRATIVE AUTHORITY. THESE FORCES DO NOT APPLY TO THE FORCE REQUIRED TO RETRACT LATCH BOLTS OR DISENGAGE OTHER DEVICES THAT MAY HOLD THE DOOR IN A CLOSED POSITION.

AUTOMATIC DOORS, IF ANY, SHALL COMPLY WITH ANSI B106.1 (1997 OR 2002 ED.). SLOWLY OPENING, LOW-POWERED, AUTOMATIC DOORS SHALL COMPLY WITH ANSI A156.19 (1997 OR 2002 ED.). SUCH DOORS SHALL NOT OPEN TO BACK CHECK FASTER THAN 3 SECONDS AND SHALL REQUIRE NO MORE THAN 15 LBF (66.8N) TO STOP DOOR MOVEMENT. IF USER-OPERATED CONTROLS ARE PROVIDED THEY SHALL COMPLY WITH ACCESSIBILITY STANDARDS.

**CONTROLS AND OPERATING MECHANISMS:**  
 HEIGHT: SWITCHES, THERMOSTATS, CONTROLS, DISPENSERS, RECEPTACLES, AND THE HIGHEST OPERABLE PART OF OTHER OPERABLE EQUIPMENT SHALL BE PLACED NO HIGHER THAN 48" ABOVE THE FLOOR AND WITHIN THE REACH RANGES REQUIRED BY THE ACCESSIBILITY STANDARDS. RECEPTACLES OF ELECTRICAL AND COMMUNICATIONS SYSTEM ON WALLS SHALL BE MOUNTED WITH CENTER LINE OF DEVICE NO LESS THAN 15' ABOVE THE FLOOR, EXCEPTION: THESE REQUIREMENTS DO NOT APPLY WHERE THE USE OF SPECIAL EQUIPMENT DICTATES OTHERWISE OR WHERE ELECTRICAL AND COMMUNICATIONS SYSTEMS RECEPTACLES ARE NOT NORMALLY INTENDED FOR USE BY BUILDING OCCUPANTS.  
 FLUSH CONTROLS SHALL BE HAND OPERATED OR AUTOMATIC. CONTROLS FOR FLUSH VALVES SHALL BE MOUNTED ON THE WIDE SIDE OF TOILET AREAS BELOW THE GRAB BAR.  
 OPERATION: CONTROLS AND OPERATING MECHANISMS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE CONTROLS SHALL BE NO GREATER THAN 5 LBF.  
 GRAB BARS, AND TUB AND SHOWER SEATS:  
 THE OUTSIDE DIAMETER OR WIDTH OF THE GRIPPING SURFACES OF A HANDRAIL OR GRAB BAR SHALL BE 1 1/2" TO 1 1/2", OR THE SHAPE SHALL PROVIDE AN EQUIVALENT GRIPPING SURFACE.  
 IF HANDRAILS OR GRAB BARS ARE MOUNTED ADJACENT TO A WALL, THE SPACE BETWEEN THE WALL AND THE GRAB BAR SHALL BE 1 1/2".  
 BENDING STRESS IN A GRAB BAR OR SEAT INDUCED BY THE MAXIMUM BENDING MOMENT FROM THE APPLICATION OF 250 LBF SHALL BE LESS THAN THE ALLOWABLE STRESS FOR THE MATERIAL OF THE GRAB BAR OR SEAT.  
 SHEAR STRESS INDUCED IN A GRAB BAR OR SEAT BY THE APPLICATION OF 250 LBF SHALL BE LESS THAN THE ALLOWABLE SHEAR STRESS FOR THE MATERIAL OF THE GRAB BAR OR SEAT.  
 SHEAR FORCE INDUCED IN A FASTENER OR MOUNTING DEVICE FROM THE APPLICATION OF 250 LBF SHALL BE LESS THAN THE ALLOWABLE LATERAL LOAD OF EITHER THE FASTENER OR MOUNTING DEVICE OR THE SUPPORTING STRUCTURE, WHICHEVER IS THE SMALLER ALLOWABLE LOAD.  
 TENSILE FORCE INDUCED IN A FASTENER BY A DIRECT TENSION FORCE OF 250 LBF PLUS THE MAXIMUM MOMENT FROM THE APPLICATION OF 250 LBF SHALL BE LESS THAN THE ALLOWABLE WITHDRAWAL LOAD BETWEEN THE FASTENER AND THE SUPPORTING STRUCTURE.  
 ROTATION OF GRAB BARS WITHIN THEIR FITTINGS IS NOT ACCEPTABLE. SHARP OR ABRASIVE ELEMENTS ARE NOT ACCEPTABLE FOR A HANDRAIL OR GRAB BAR OR ANY WALL OR OTHER SURFACE ADJACENT TO IT. EDGES SHALL HAVE A MINIMUM RADIUS OF 1/8".  
 SIGNAGE:  
 THE WIDTH-TO-HEIGHT RATIO OF LETTERS AND NUMBERS ON SIGNS SHALL BE BETWEEN 3:5 AND 1:1 WITH A STROKE-WIDTH-TO-HEIGHT RATIO BETWEEN 1:5 AND 1:10 USING AN UPPER-CASE "X" FOR MEASUREMENT. LOWER CASE LETTERS ARE PERMITTED.  
 OVERHEAD SIGN CHARACTERS AND NUMBERS SHALL BE SITED ACCORDING TO THE VIEWING DISTANCE FROM WHICH THEY ARE TO BE READ. FOR SUSPENDED OR PROJECTED OVERHEAD SIGNS, THE MINIMUM CHARACTER HEIGHT IS 3".  
 BRAILLED CHARACTERS AND PICTORIAL SYMBOL SIGNS (PICTOGRAMS) SHALL BE RAISED 1/32" UPPER CASE, SANS SERIF OR SIMPLE SERIF TYPE AND SHALL BE ACCOMPANIED WITH GRADE 2 BRAILLE. RAISED CHARACTERS SHALL BE AT LEAST 5/8" HIGH, BUT NO HIGHER THAN 2". PICTOGRAMS SHALL BE ACCOMPANIED BY THE EQUIVALENT VERBAL DESCRIPTION PLACED DIRECTLY BELOW THE PICTOGRAM. THE BORDER DIMENSION OF THE PICTOGRAM SHALL BE 6" MINIMUM IN HEIGHT.  
 FINISH: THE CHARACTERS AND BACKGROUND OF SIGNS SHALL BE EGGSHELL, MATTE, OR OTHER NON-GLARE FINISH. CHARACTERS AND SYMBOLS SHALL CONTRAST WITH THEIR BACKGROUND.  
 PERMANENT IDENTIFICATION SIGNS PROVIDED FOR ROOMS AND SPACES, SHALL BE INSTALLED ON THE WALL ADJACENT TO THE LATCH SIDE OF THE DOOR, WHERE THERE IS NO WALL SPACE TO THE LATCH SIDE OF THE DOOR, INCLUDING DOUBLE LEAF DOORS, SIGNS SHALL BE ON THE NEAREST ADJACENT WALL. MOUNTING HEIGHT SHALL BE 60" ABOVE THE FINISH FLOOR TO THE CENTERLINE OF THE SIGN.  
 MOUNTING LOCATION FOR SUCH SIGNAGE SHALL BE SO THAT A PERSON MAY APPROACH WITHIN 3" OF SIGNAGE WITHOUT ENCOUNTERING PROTRUDING OBJECTS OR STANDING WITHIN THE SWING OF A DOOR.  
 ACCESSIBLE PARKING SPACE SIGNS SHALL BE DESIGNATED AS RESERVED BY A VERTICALLY MOUNTED OR SUSPENDED SIGN SHOWING THE SYMBOL OF ACCESSIBILITY.  
 VAN ACCESSIBLE SPACES SHALL HAVE AN ADDITIONAL SIGN MOUNTED BELOW THE SYMBOL OF ACCESSIBILITY.  
 CHARACTERS AND SYMBOLS ON SUCH SIGNS SHALL BE LOCATED 60" MINIMUM ABOVE THE GROUND, FLOOR, OR PAVING SURFACE SO THEY CANNOT BE OBTURED BY A VEHICLE PARKED IN THE SPACE.

ISSUES		
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018

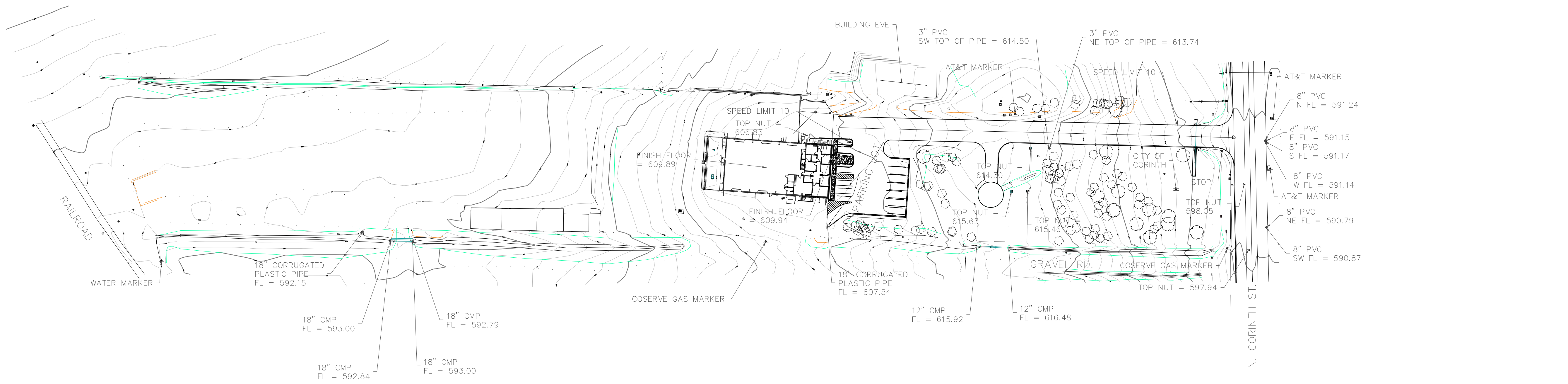
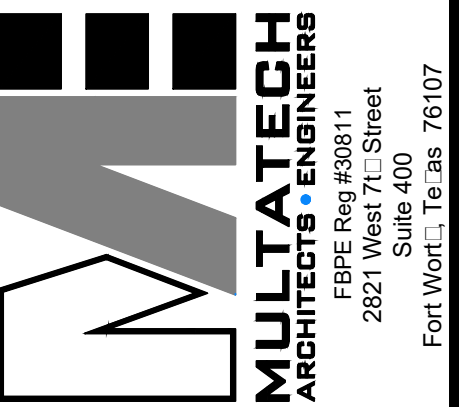


**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
 1200 N CORINTH ST  
 CORINTH, TEXAS 76208  
**TEXAS ACCESSIBILITY STANDARDS**

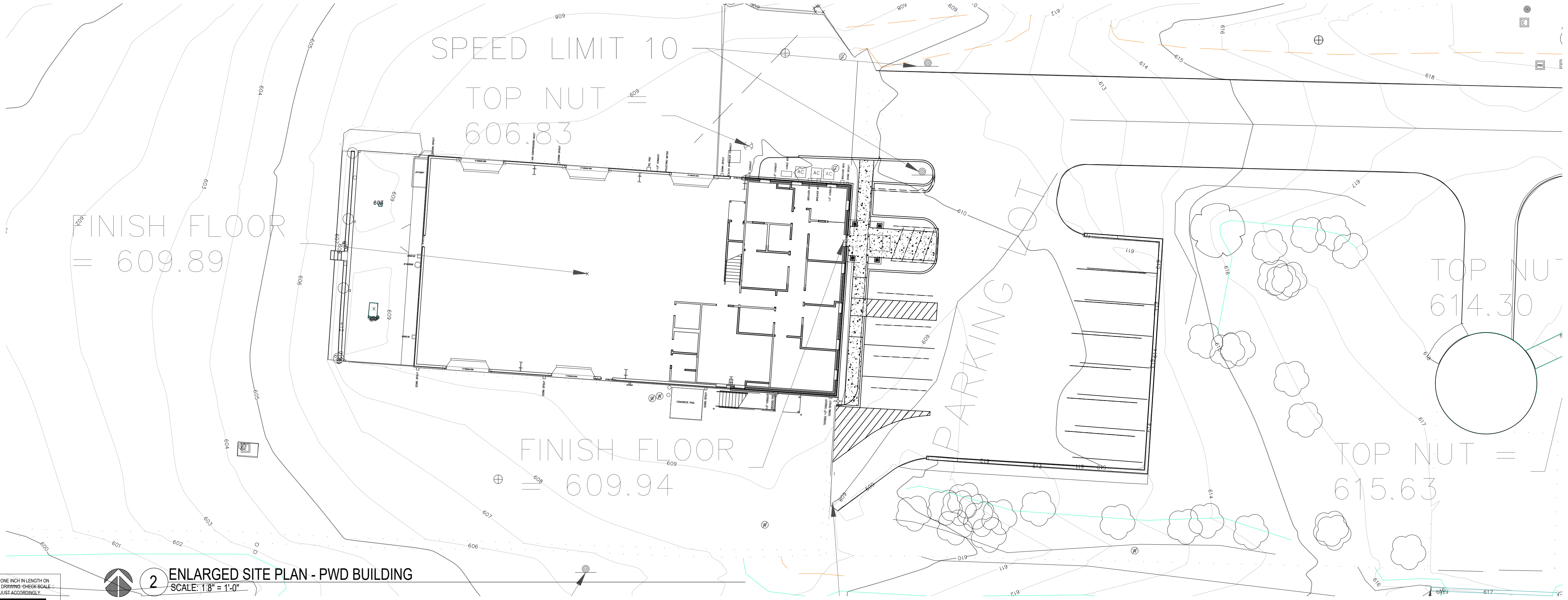
PROJECT #: 17142.00  
 ISSUE DATE: 07.27.2018  
 SHEET NUMBER:  
**G1.03**

K:\2017\17142.00 CityofCorinth\_FacilityRehab\_LSE\06\_CAD\BUILDING A - REMODEL PWD\ARCH\AS1.01 ARCHITECTURAL SITE PLAN.dwg Jul 25, 2018 - 11:06am User: stiberg

ISSUES		
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018



**1 OVERALL SITE PLAN**  
SCALE: 1/64" = 1'-0"  
NORTH

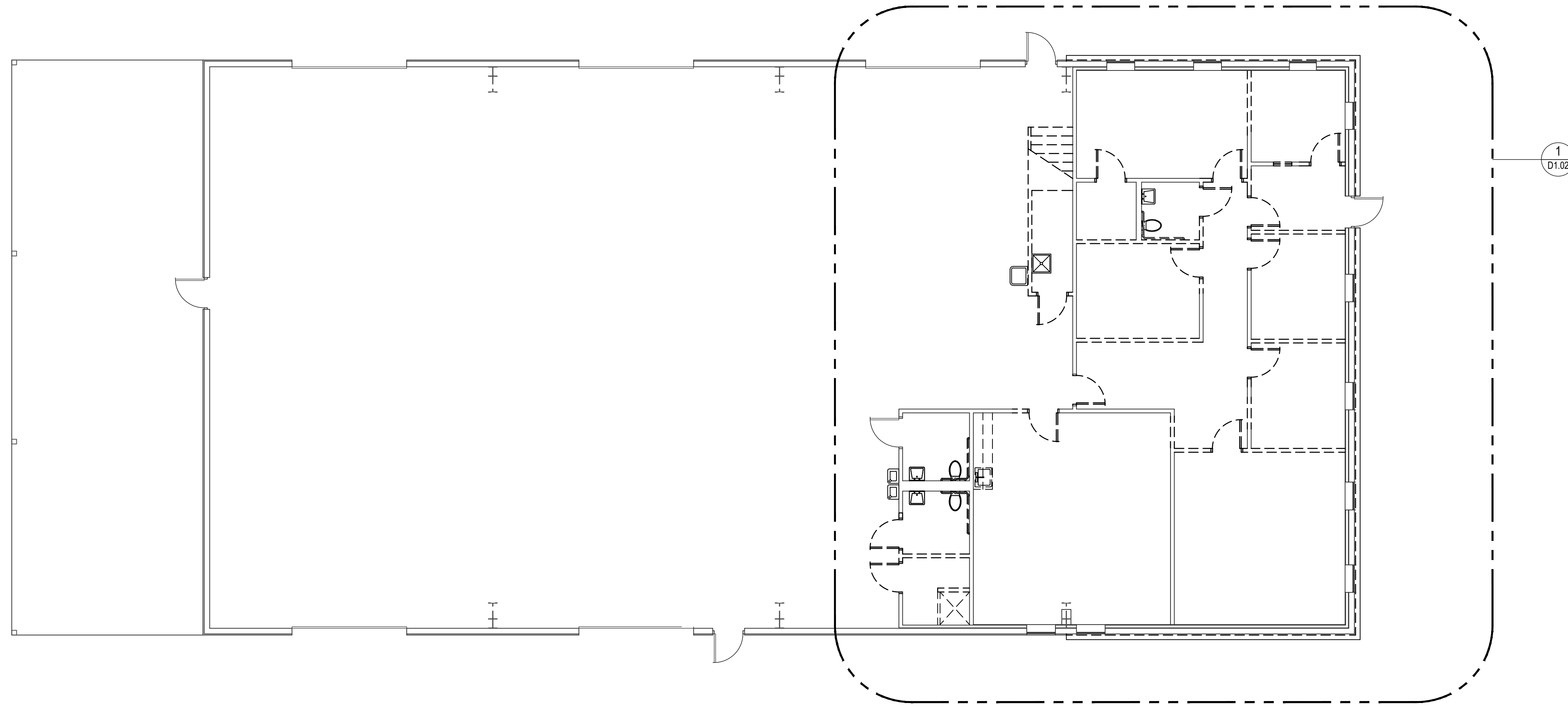


**2 ENLARGED SITE PLAN - PWD BUILDING**  
SCALE: 1/8" = 1'-0"  
NORTH

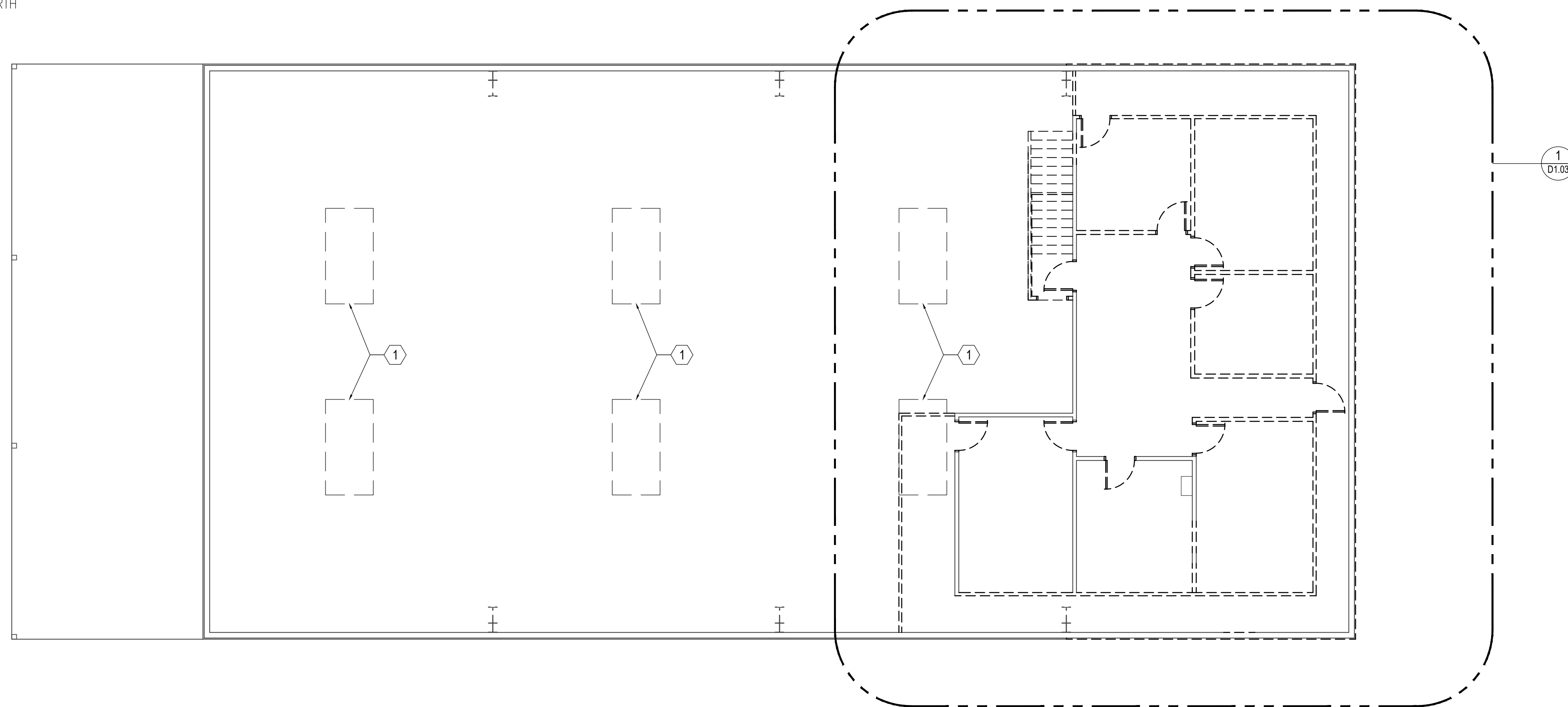
**PUBLIC WORKS DEPARTMENT  
BUILDING REMODEL  
1200 N CORINTH ST  
CORINTH, TEXAS 76208  
ARCHITECTURAL SITE PLANS**

PROJECT #: 17142.00  
ISSUE DATE: 07.27.2018  
SHEET NUMBER:

**AS1.01**



**1** OVERALL FIRST FLOOR DEMOLITION PLAN  
SCALE: 1/8" = 1'-0"  
NORTH



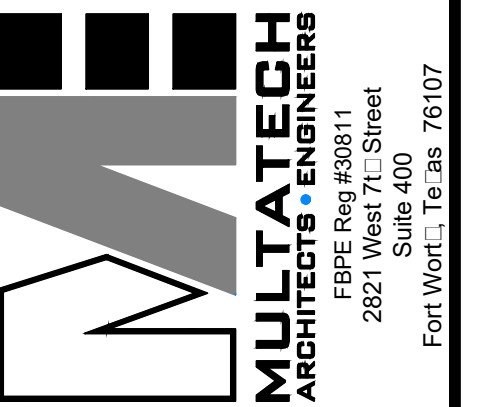
**2** OVERALL SECOND FLOOR DEMOLITION PLAN  
SCALE: 1/8" = 1'-0"  
NORTH

# DEMOLITION NOTES:

- REMOVE TRANSLUCENT ROOF PANELS/SKYLIGHTS. REPLACE WITH NEW METAL ROOF PANELS TO MATCH PROFILE OF EXISTING ROOF PANELS

ISSUES

NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018



LEGEND

- EXISTING WALL TO REMAIN
- EXISTING WALL TO BE REMOVED
- EXISTING DOOR TO REMAIN
- EXISTING DOOR TO BE REMOVED

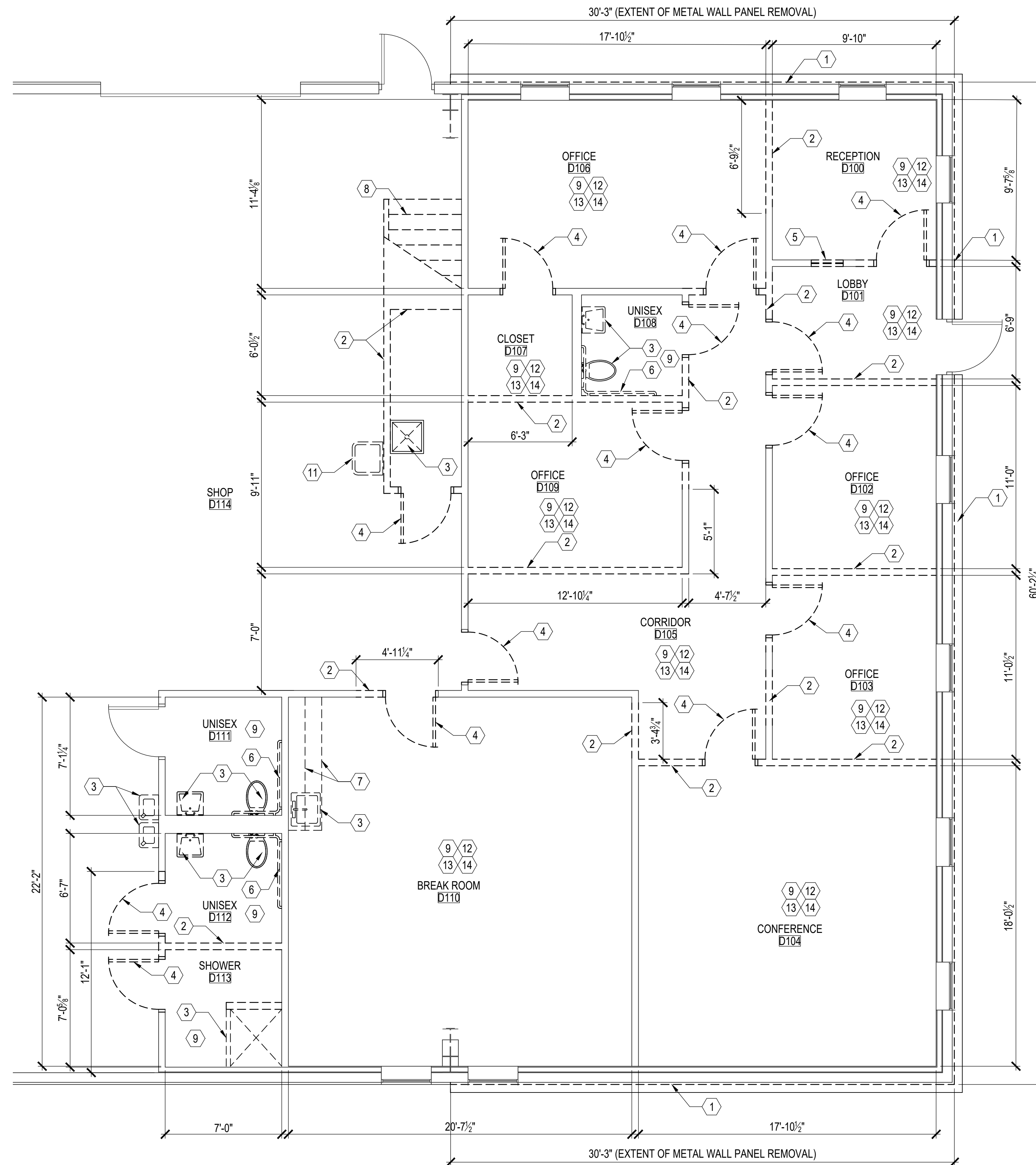
**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
1200 N CORINTH ST  
CORINTH, TEXAS 76208  
OVERALL FIRST AND SECOND FLOOR DEMOLITION PLANS

PROJECT #: 17142.00

ISSUE DATE: 07.27.2018

SHEET NUMBER:

**D1.01**



**1 ENLARGED FIRST FLOOR DEMOLITION PLAN**  
SCALE: 1/4" = 1'-0"

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE. ADJUST ACCORDINGLY.

# DEMOLITION NOTES:

1. REMOVE EXTERIOR METAL WALL PANEL.
2. REMOVE GYPSUM BOARD AND WOOD FRAMED WALL .
3. REMOVE PLUMBING FIXTURES
4. REMOVE DOOR AND FRAME.
5. REMOVE TRANSACTION WINDOW
6. REMOVE ALL TOILET ROOM ACCESSORIES.
7. REMOVE MILLWORK.
8. REMOVE WOOD STAIRS, LANDING, GUARDRAIL AND HANDRAILS.
9. REMOVE EXISTING FLOOR FINISH AND PREPARE FOR NEW FINISHES
10. REMOVE EXISTING WALL TILE AND PREPARE FOR NEW FINISHES
11. REMOVE EXISTING HAND SINK AND STORE FOR REUSE IN RENOVATED PROJECT
12. REMOVE EXISTING LAY-IN CEILING □ CEILING GRID
13. REMOVE EXISTING LAY-IN LIGHT FIXTURES
14. REMOVE EXISTING HVAC SUPPLY REGISTERS, RETURN REGISTERS, AND DUCTWORK.

LEGEND

- EXISTING WALL TO REMAIN
- EXISTING WALL TO BE REMOVED
- EXISTING DOOR TO REMAIN
- EXISTING DOOR TO BE REMOVED

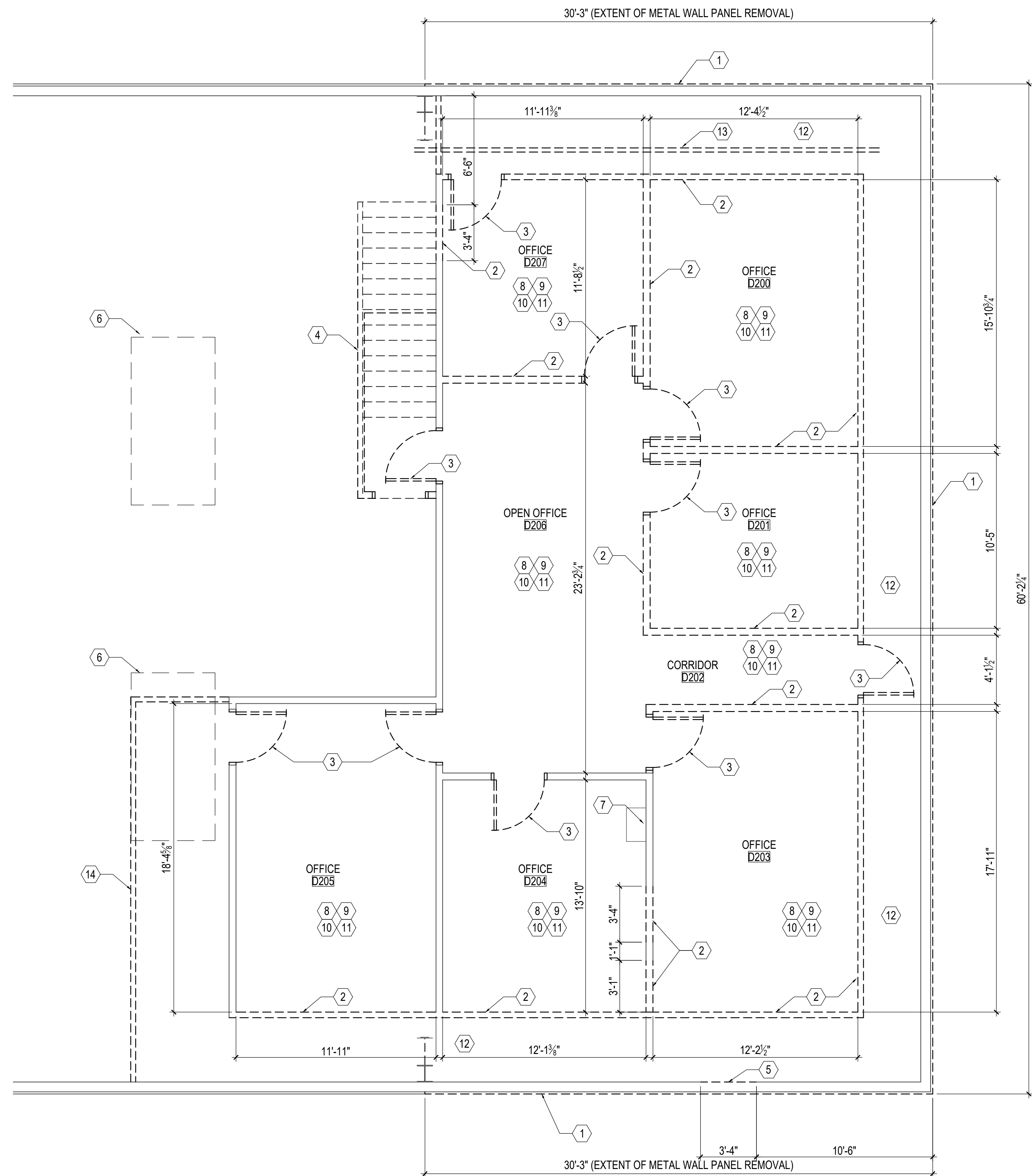
ISSUES		
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018



**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
1200 N CORINTH ST  
CORINTH, TEXAS 76208  
ENLARGED FIRST FLOOR  
DEMOLITION PLAN

PROJECT #: 17142.00  
ISSUE DATE: 07.27.2018  
SHEET NUMBER:

**D1.02**



**1** ENLARGED SECOND FLOOR DEMOLITION PLAN  
SCALE: 1/4" = 1'-0"

BAR IS ONE INCH IN LENGTH ON  
ORIGINAL DRAWING. CHECK SCALE !!  
ADJUST ACCORDINGLY.

ONE INCH

### # DEMOLITION NOTES:

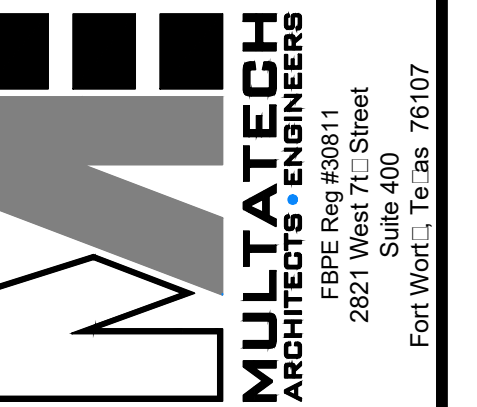
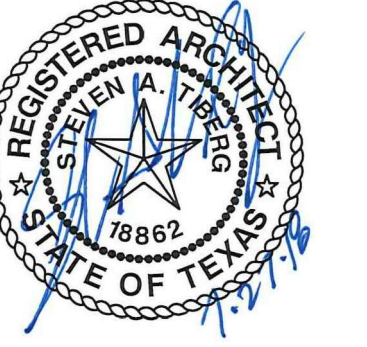
- 1. REMOVE EXTERIOR METAL WALL PANEL.
- 2. REMOVE GYPSUM BOARD AND WOOD FRAMED WALL .
- 3. REMOVE DOOR AND FRAME.
- 4. REMOVE WOOD STAIRS, LANDING, GUARDRAIL AND HANDRAILS.
- 5. OPENING FOR NEW EXTERIOR DOOR. REWORK WALL GIRTS AS REQUIRED TO MAINTAIN INTEGRITY OF METAL BUILDING
- 6. REMOVE TRANSLUCENT ROOF PANELS/SKYLIGHTS. REPLACE WITH NEW METAL ROOF PANELS TO MATCH PROFILE OF EXISTING ROOF PANELS.
- 7. EXISTING EQUIPMENT TO REMAIN. CONTRACTOR TO PROTECT EQUIPMENT DURING CONSTRUCTION.
- 8. REMOVE EXISTING FLOOR FINISH AND PREPARE FOR NEW FINISHES.
- 9. REMOVE EXISTING LAY-IN CEILING AND CEILING GRID
- 10. REMOVE EXISTING LAY-IN LIGHT FIXTURES
- 11. REMOVE EXISTING HVAC SUPPLY REGISTERS, RETURN REGISTERS, AND DUCTWORK
- 12. REMOVE EXISTING HVAC EQUIPMENT AND REFRIGERANT PIPING.
- 13. REMOVE EXISTING SPRINKLER MAIN FOR RELOCATION.
- 14. REMOVE EXISTING WOOD GUARDRAIL.

### LEGEND

- EXISTING WALL TO REMAIN
- EXISTING WALL TO BE REMOVED
- EXISTING DOOR TO REMAIN
- EXISTING DOOR TO BE REMOVED

### ISSUES

NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018



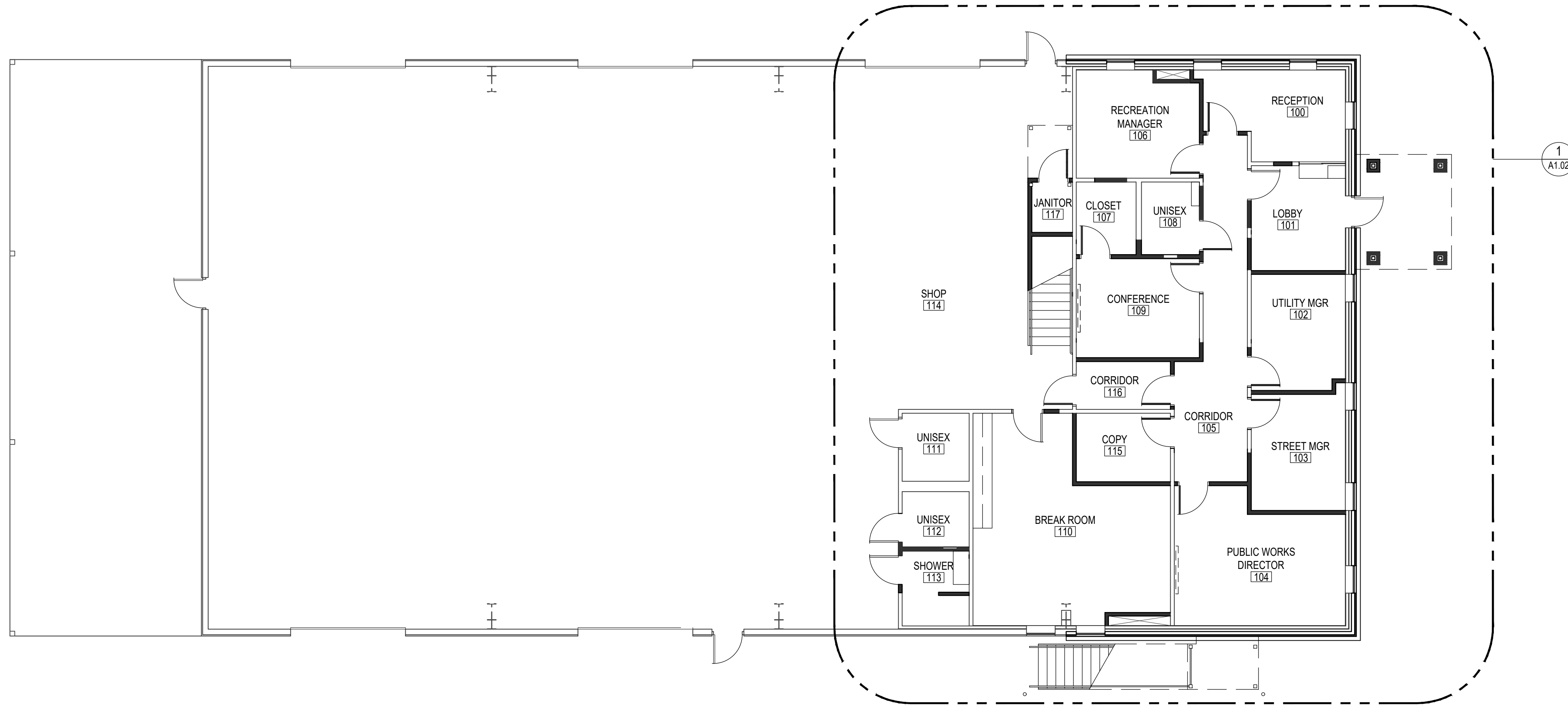
**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
1200 N CORINTH ST  
CORINTH, TEXAS 76208  
ENLARGED SECOND FLOOR  
DEMOLITION PLAN

PROJECT #: 17142.00

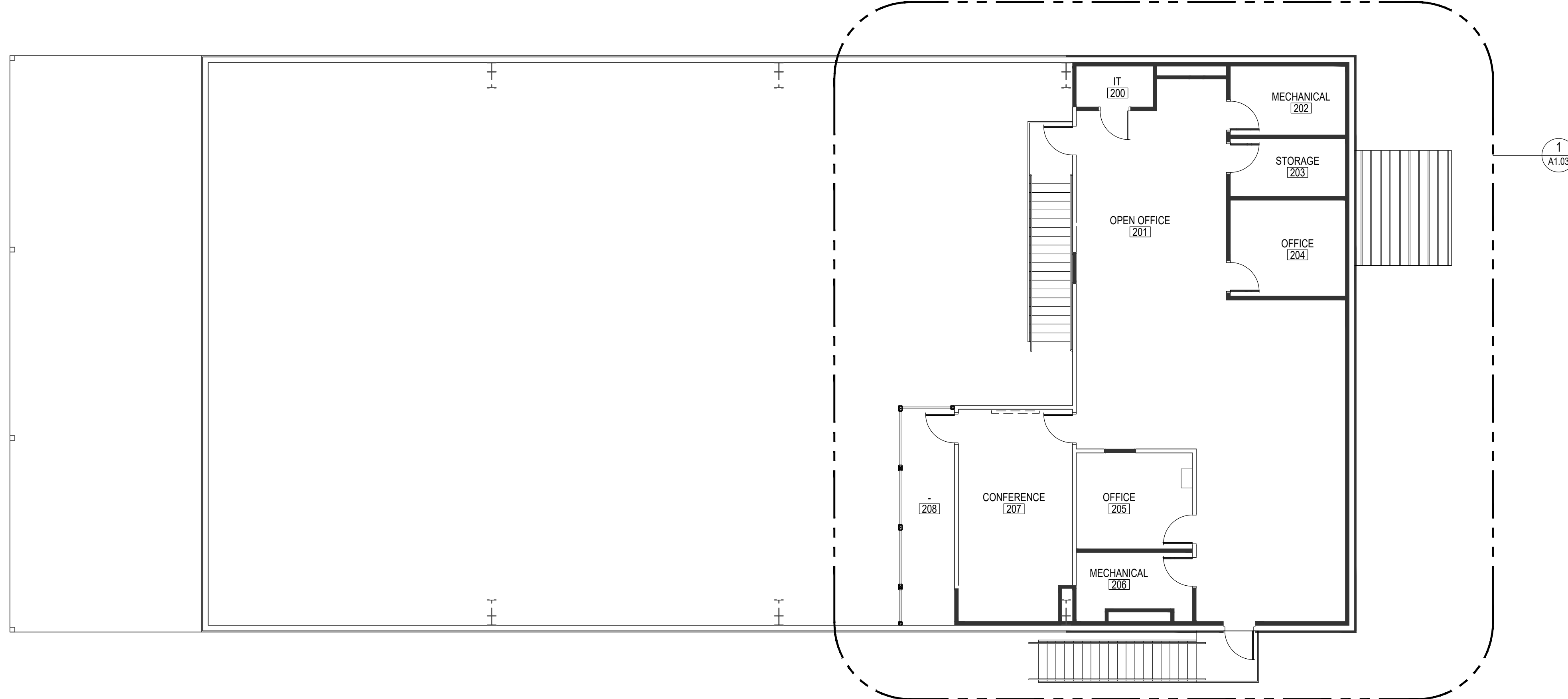
ISSUE DATE: 07.27.2018

SHEET NUMBER:

**D1.03**



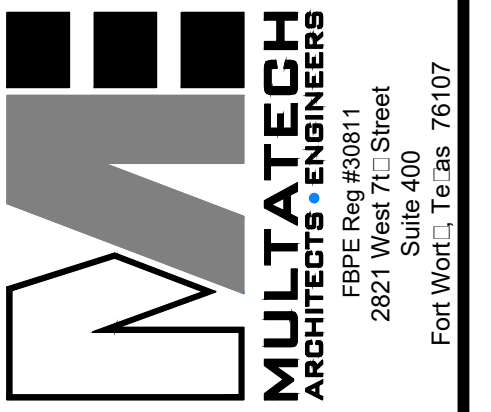
1 OVERALL REVISED FIRST FLOOR PLAN  
SCALE: 1/8" = 1'-0"  
NORTH



2 OVERALL REVISED SECOND FLOOR PLAN  
SCALE: 1/8" = 1'-0"  
NORTH

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & ADJUST ACCORDINGLY.  
ONE INCH

ISSUES		
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018

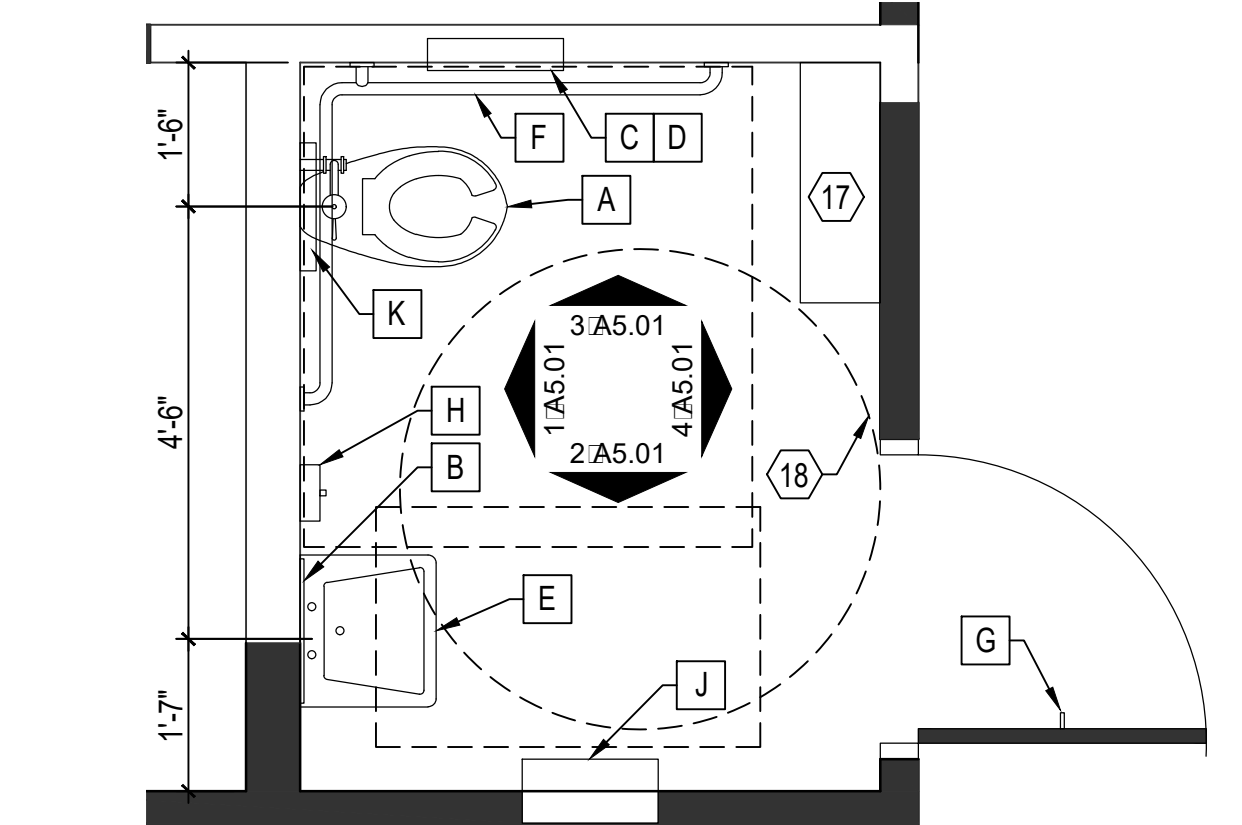
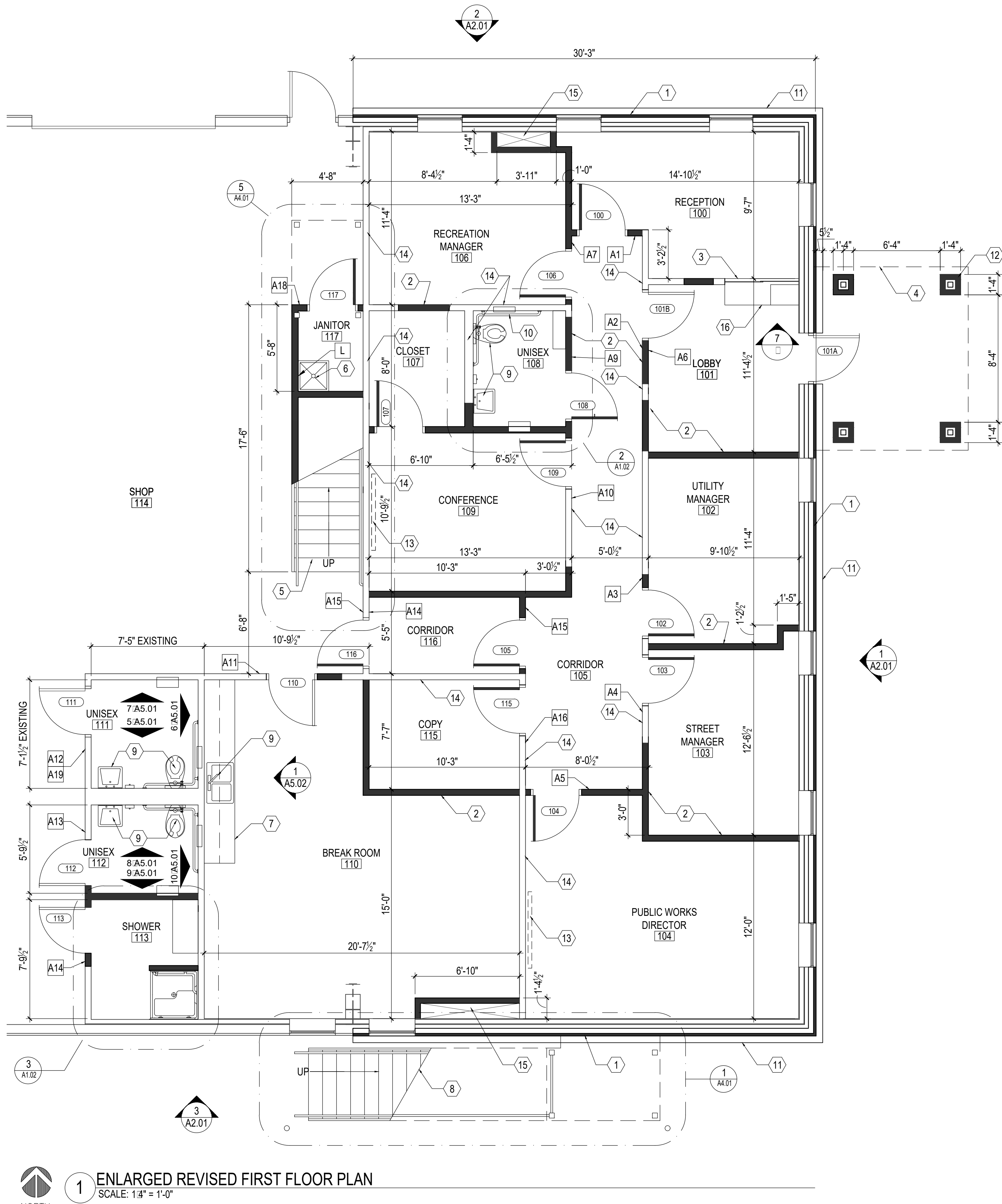


**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
1200 N CORINTH ST  
CORINTH, TEXAS 76208  
OVERALL FIRST AND SECOND  
REVISED FLOOR PLANS

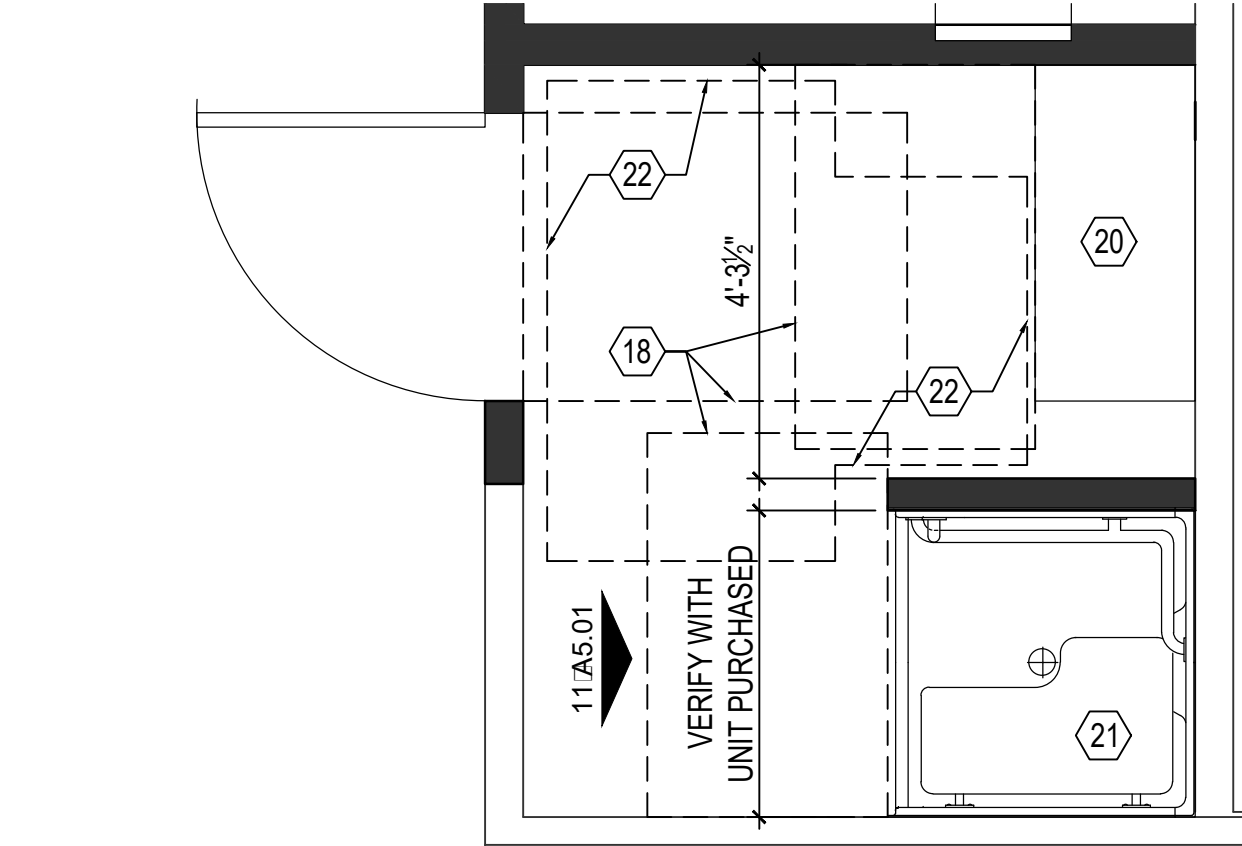
PROJECT #: 17142.00  
ISSUE DATE: 07.27.2018  
SHEET NUMBER:

**A1.01**





**2 ENLARGED UNISEX PLAN - 108**  
SCALE: 1/2" = 1'-0"



**3 ENLARGED SHOWER - 113**  
SCALE: 1/2" = 1'-0"

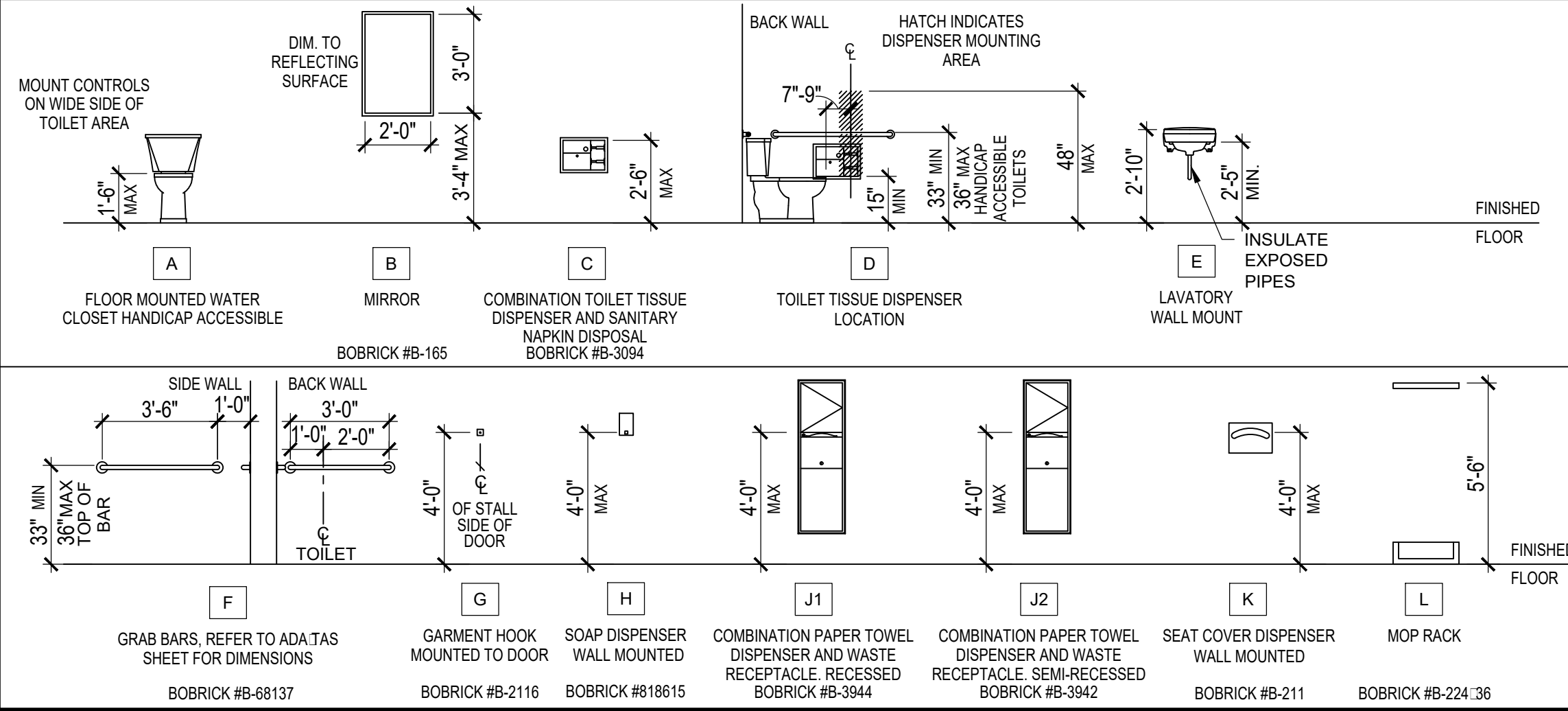
**FLOOR PLAN NOTES:**

1. NEW 2" INSULATED EXTERIOR STUCCO EMBOSSED METAL WALL PANEL.
2. NEW GYPSUM BOARD ON WOOD STUD WALL WITH SOUND ATTENUATING BATT INSULATION IN WALL CAVITY. WALL TO EXTEND 6" ABOVE FINISH CEILING
3. NEW SLIDING GLASS TRANSACTION WINDOW
4. LINE OF NEW CANOPY ABOVE
5. NEW STEEL PAN CONCRETE STAIR TO SECOND LEVEL
6. NEW MOP SINK. REFER PLUMBING
7. NEW UPPER AND LOWER MILLWORK WITH SOLID SURFACE COUNTER TOP
8. NEW METAL GRATE STAIR TO SECOND LEVEL.
9. NEW PLUMBING FIXTURES. REFER PLUMBING DRAWINGS
10. NEW ADA COMPLIANT HANDRAIL
11. NEW NATURAL STONE WAINSCOTT WITH CAST STONE CAP
12. NEW NATURAL STONE ENCASED STEEL COLUMN WITH CAST STONE CAP
13. OWNER PROVIDED TELEVISION. PROVIDE BLOCKING IN WALL
14. REMOVE GYPSUM BOARD ON ONE SIDE OF EXISTING WALL TO INSTALL SOUND ATTENUATING BATT INSULATION.
15. HVAC PIPING CHASE
16. ADA COMPLIANT TRANSACTION COUNTER
17. MILLWORK. REFER DETAIL 5/A5.02
18. REQUIRED ADA/TAS CLEARANCES
19. PROVIDE 2"x4" WOOD STUD PARTITION WITH R-13 BATT INSULATION. BEHIND STONE WAINSCOT FOR BRICK TIE FASTENING. REMOVE OR REWORK EXISTING INSULATION.
20. ADA COMPLIANT BENCH. 20"x48". GLOBAL INDUSTRIAL: T9F269866 . PROVIDE BLOCKING AT MOUNTING BRACKETS.
21. ADA COMPLIANT SHOWER.
22. ADA T-SHAPED 60" x 60" TURNING SPACE.

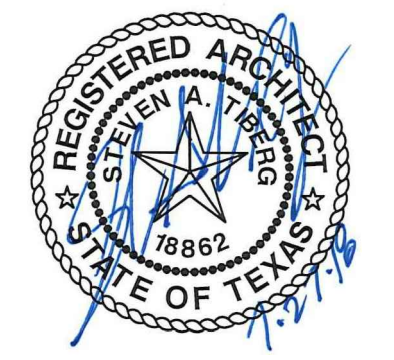
**GENERAL NOTES:**

1. REFER TO SHEET A1.03 FOR SIGNAGE SCHEDULE

**FIXTURE SCHEDULE**

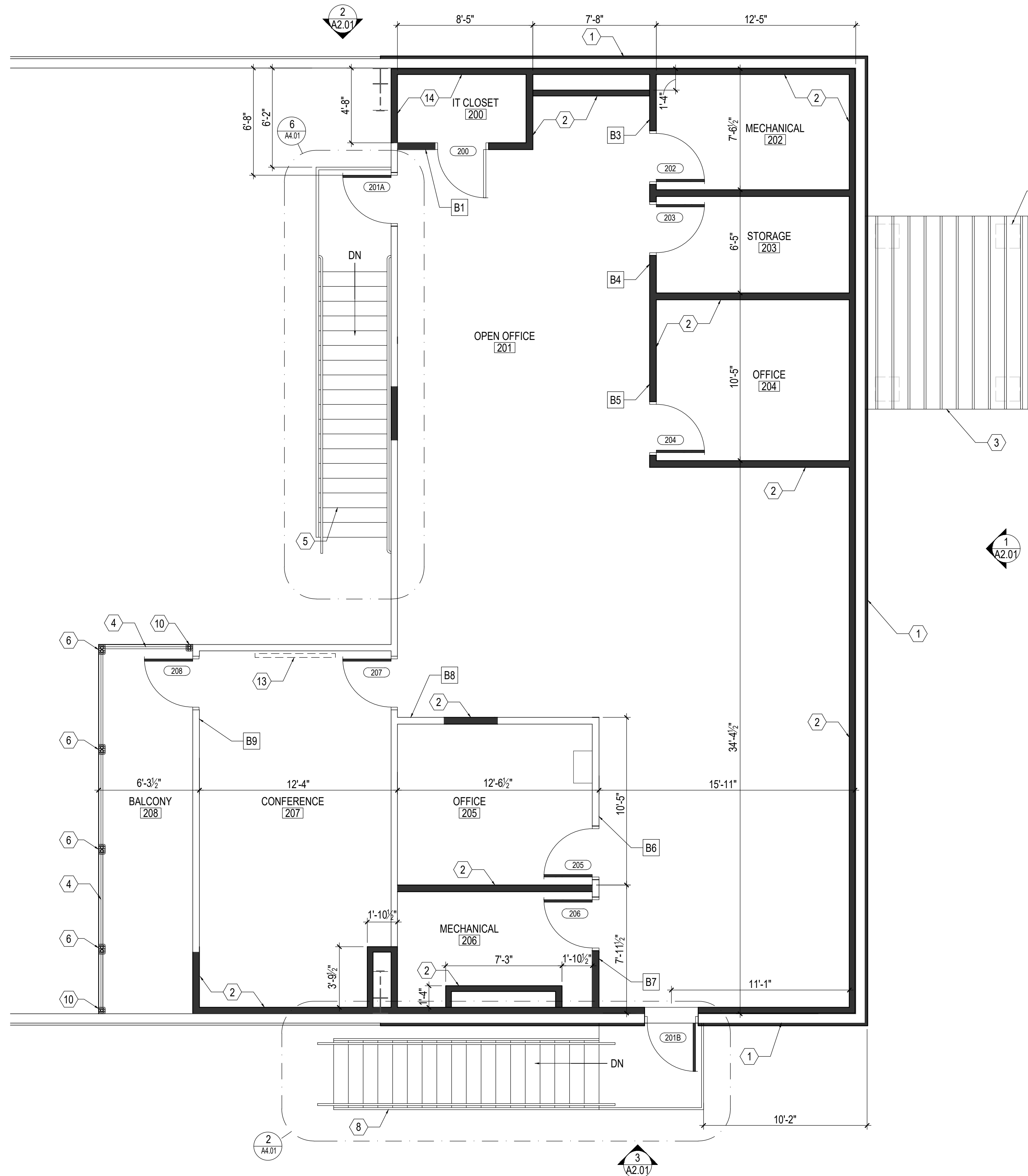


ISSUES		
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018

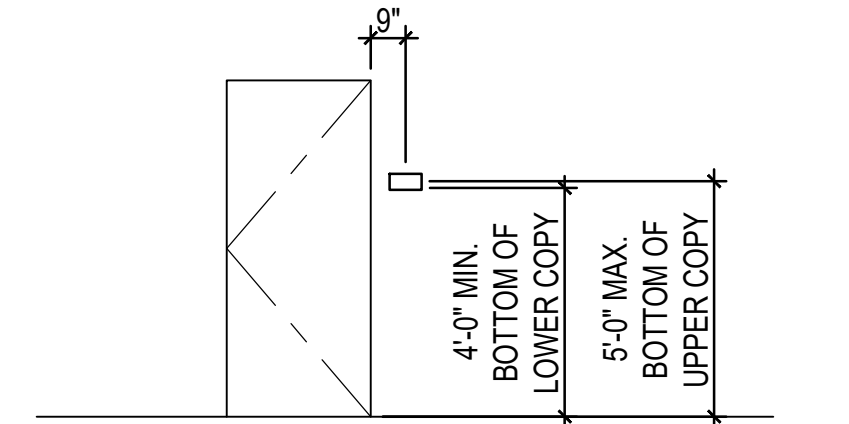


**PUBLIC WORKS DEPARTMENT  
BUILDING REMODEL  
1200 N CORINTH ST  
CORINTH, TEXAS 76208  
ENLARGED REVISED FIRST  
FLOOR PLAN**

PROJECT #: 17142.00  
ISSUE DATE: 07.27.2018  
SHEET NUMBER:  
**A1.02**



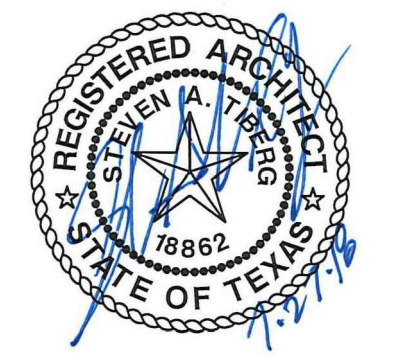
- FLOOR PLAN NOTES:**
1. NEW INSULATED EXTERIOR STUCCO EMBOSSED METAL WALL PANEL.
  2. NEW GYPSUM BOARD ON WOOD STUD WALL WITH SOUND ATTENUATING BATT INSULATION.
  3. NEW CANOPY BELOW
  4. NEW REMOVABLE 1-1/2" DIAMETER STEEL SAFETY RAIL.
  5. NEW STEEL PAN CONCRETE STAIR TO FIRST LEVEL.
  6. ULINE SAFETY RAILING MOUNTING SOCKET - DOUBLE, MODEL: H-4980. REFER DETAIL 10.A3.01.
  7. NEW MILLWORK
  8. NEW METAL GRATE STAIR TO FIRST LEVEL.
  9. NEW CANOPY COLUMNS BELOW
  10. ULINE SAFETY RAILING MOUNTING SOCKET - SINGLE, MODEL 4979. REFER DETAIL 10.A3.01.
  11. NOT USED
  12. NOT USED
  13. OWNER PROVIDED TELEVISION
  14. PROVIDE FIRE RATED PLYWOOD ON WALLS DESIGNATED BY OWNER FOR MOUNTING OF IT EQUIPMENT



TYPICAL DOOR SIGN LOCATION

SIGNAGE SCHEDULE [B0]			
MARK	ROOM NO.	ROOM NAME	COPY
A1	100	RECEPTION	RECEPTION OFFICE
A2	101	LOBBY	LOBBY
A3	102	UTILITY MANAGER	UTILITY MANAGER
A4	103	STREET MANAGER	STREET MANAGER
A5	104	PUBLIC WORKS DIR	PUBLIC WORKS DIR
A6	105	CORRIDOR	CORRIDOR
A7	106	RECREATION MANAGER	RECREATION MANAGER
A8	107	CLOSET	STORAGE CLOSET
A9	108	UNISEX	UNISEX
A10	109	CONFERENCE	CONFERENCE
A11	110	BREAKROOM	BREAKROOM
A12	111	UNISEX	UNISEX
A13	112	UNISEX	UNISEX
A14	113	SHOWER	SHOWER
A15	114	SHOP	SHOP
A16	115	COPY	COPY ROOM
A17	116	CORRIDOR	CORRIDOR
A18	117	JANITOR	JANITOR
A19	111	UNISEX	ADA COMPLIANT TOILET LOCATED IN MAIN OFFICE
B1	200	IT CLOSET	IT CLOSET
B2	201	OPEN OFFICE	(NO SIGNAGE NOT USED)
B3	202	MECHANICAL	MECHANICAL
B4	203	STORAGE	STORAGE
B5	204	OFFICE	OFFICE
B6	205	OFFICE	OFFICE
B7	206	MECHANICAL	MECHANICAL
B8	207	CONFERENCE	CONFERENCE
B9	208	BALCONY	MECHANICAL

ISSUES		
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018



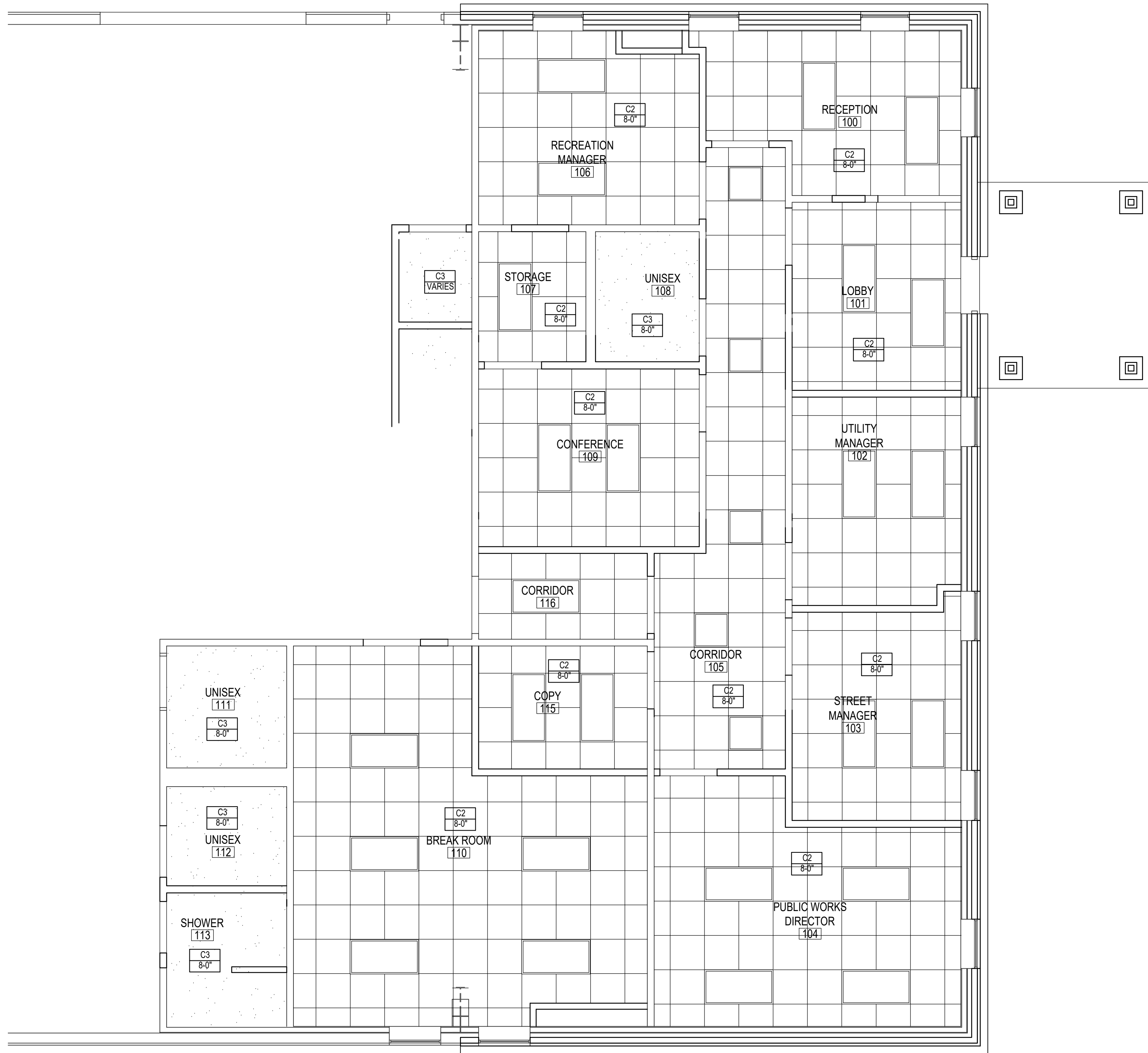
**PUBLIC WORKS DEPARTMENT  
BUILDING REMODEL  
1200 N CORINTH ST  
CORINTH, TEXAS 76208  
ENLARGED REVISED SECOND FLOOR PLAN**

PROJECT #: 17142.00  
ISSUE DATE: 07.27.2018  
SHEET NUMBER:  
**A1.03**

**1 ENLARGED REVISED SECOND FLOOR PLAN**  
SCALE: 1/8" = 1'-0"



BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & ADJUST ACCORDINGLY.  
ONE INCH



**1 ENLARGED FIRST FLOOR REFLECTED CEILING PLAN**  
SCALE: 1/4" = 1'-0"

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE. ADJUST ACCORDINGLY.

**REFLECTED CEILING PLAN GENERAL NOTES:**

- A. REFER TO ELECTRICAL FOR ADDITIONAL CEILING MOUNTED EQUIPMENT, DEVICES, AND FIXTURES
- B. REFER TO MECHANICAL FOR ADDITIONAL CEILING MOUNTED EQUIPMENT, DEVICES, AND FIXTURES
- C. CEILING HEIGHTS TO BE MEASURED FROM ASSOCIATED PLAN FINISH FLOOR
- D. CONTRACTOR TO COORDINATE SUPPORT OF VIDEO SCREENS PER MANUFACTURER RECOMMENDED DETAILS
- E. ALL EXPOSED STRUCTURE SHALL BE PAINTED FLAT LATEX PAINT UNLESS NOTED OTHERWISE
- F. PROVIDE FRAMING TO SUPPORT CEILING SYSTEMS AS DELINIATED BY THE MANUFACTURER.
- G. SUSPENDED ACOUSTICAL TILE. USE ALUMINUM SUSPENSION SYSTEM AND INSTALL PANEL CLIPS AT EXTERIOR DOORWAYS
- H. CEILING DEVICES TO MATCH CEILING COLOR
- I. PROVIDE SOUND ATTENUATION IN ALL SUSPENDED CEILING UNLESS NOTED OTHERWISE

**RCP KEY NOTES:**

1. CANOPY SOFFIT
2. CANOPY COLUMNS
- 3.

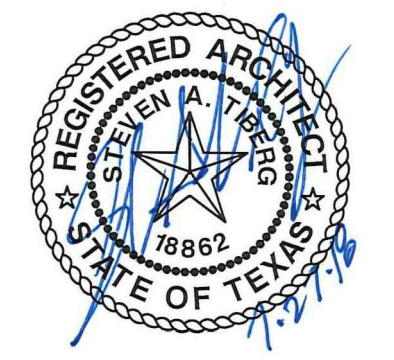
**RCP LEGEND**

	SUSPENDED 2'-2" CEILING GRID WITH TEGULAR EDGE CEILING TILES
	GYPSUM BOARD CEILING
	WALL MTD EXIT LIGHT
	WALL MTD PACKS, RE: ELEC.
	CLG MTD EXIT LIGHT
	EMERGENCY LIGHT
	2'-4" RECESSED LED FIXTURE WITH LENS
	2'-2" RECESSED LED FIXTURE WITH LENS
	SUPPLY AIR GRILLE
	RETURN AIR GRILLE
	CEILING FINISH CEILING HEIGHT
	WALL SCNCE
	RECESSED FIXTURE
	1'-4" LED FIXTURE WITH LENS
	SUSPENDED LED FIXTURE

**CEILING MATERIAL LEGEND:**

CODE	MATERIAL	MANUFACTURER, SERIES, COLOR
C1	EXPOSED STRUCTURE	
C2	SUSPENDED ACOUSTICAL TILE	
C3	5.8" MOISTURE RESISTANT GYPSUM BOARD	
C4	5.8" GYPSUM BOARD	

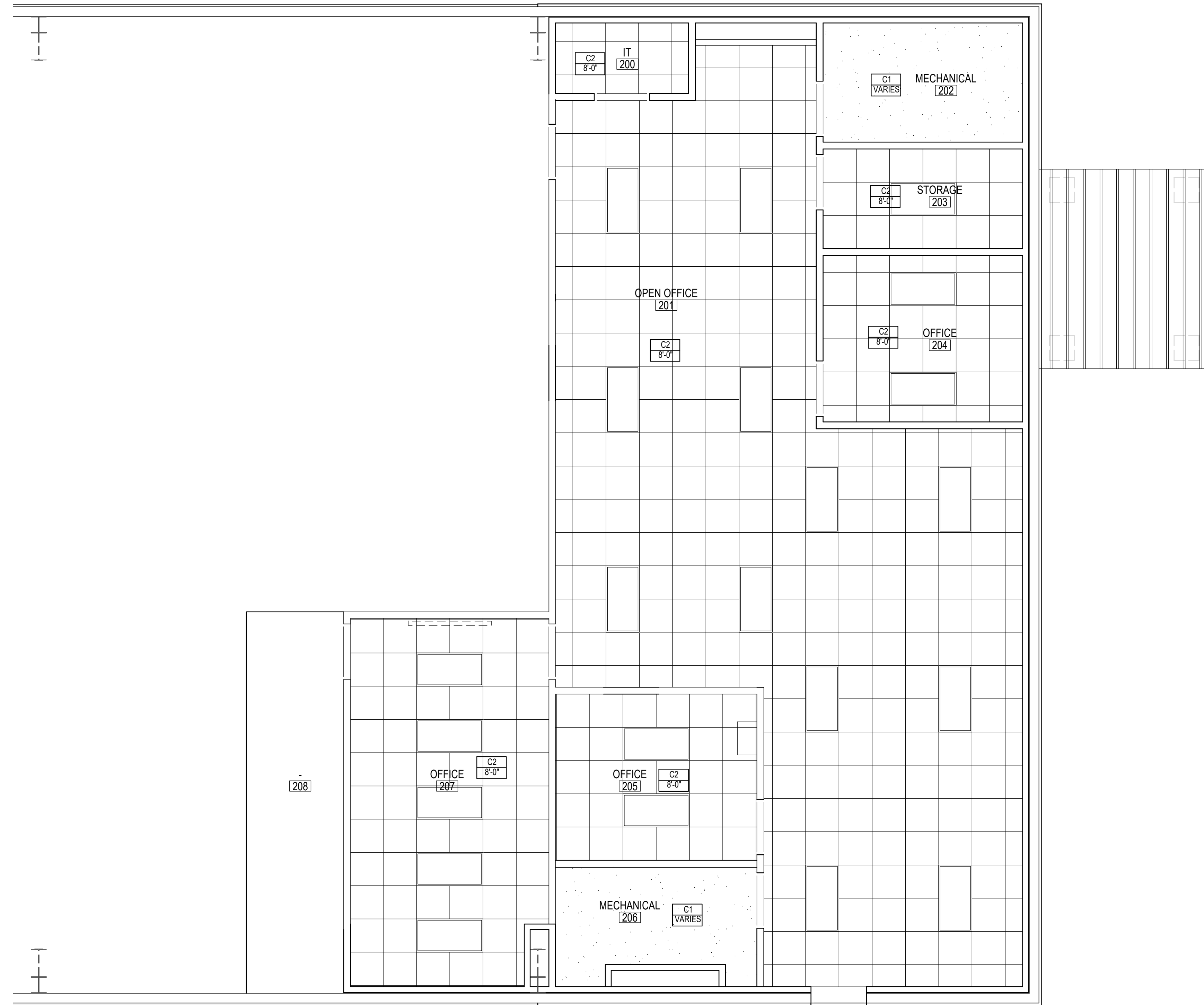
ISSUES		
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018



**PUBLIC WORKS DEPARTMENT  
BUILDING REMODEL  
1200 N CORINTH ST  
CORINTH, TEXAS 76208  
ENLARGED FIRST FLOOR  
REFLECTED CEILING PLAN**

PROJECT #: 17142.00  
ISSUE DATE: 07.27.2018  
SHEET NUMBER:

**A1.04**



**1** ENLARGED SECOND FLOOR REFLECTED CEILING PLAN  
SCALE: 1/4" = 1'-0"

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & ADJUST ACCORDINGLY.

ONE INCH

**REFLECTED CEILING PLAN GENERAL NOTES:**

- A. REFER TO ELECTRICAL FOR ADDITIONAL CEILING MOUNTED EQUIPMENT, DEVICES, AND FIXTURES
- B. REFER TO MECHANICAL FOR ADDITIONAL CEILING MOUNTED EQUIPMENT, DEVICES, AND FIXTURES
- C. CEILING HEIGHTS TO BE MEASURED FROM ASSOCIATED PLAN FINISH FLOOR
- D. CONTRACTOR TO COORDINATE SUPPORT OF VIDEO SCREENS PER MANUFACTURER RECOMMENDED DETAILS
- E. ALL EXPOSED STRUCTURE SHALL BE PAINTED FLAT LATEX PAINT UNLESS NOTED OTHERWISE
- F. PROVIDE FRAMING TO SUPPORT CEILING SYSTEMS AS DELINIATED BY THE MANUFACTURER.
- G. SUSPENDED ACOUSTICAL TILE, USE ALUMINUM SUSPENSION SYSTEM AND INSTALL PANEL CLIPS AT EXTERIOR DOORWAYS
- H. CEILING DEVICES TO MATCH CEILING COLOR
- I. PROVIDE SOUND ATTENUATION IN ALL SUSPENDED CEILING UNLESS NOTED OTHERWISE

**RCP KEY NOTES:**

- 1. CANOPY SOFFIT
- 2. CANOPY COLUMNS
- 3.

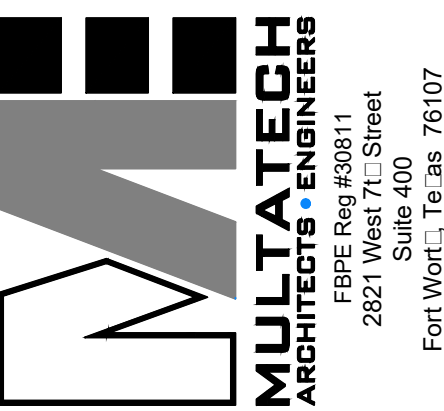
**RCP LEGEND**

	SUSPENDED 2'x2' CEILING
	GYPSUM BOARD CEILING
	WALL MTD EXIT LIGHT
	WALL MTD PACKS, RE: ELEC.
	CLG MTD EXIT LIGHT
	EMERGENCY LIGHT
	2'x4' RECESSED LED FIXTURE WITH LENS
	2'x2' RECESSED LED FIXTURE WITH LENS
	SUPPLY AIR GRILLE
	RETURN AIR GRILLE
	CEILING FINISH CEILING HEIGHT
	WALL SCONCE
	RECESSED FIXTURE
	1'x4' LED FIXTURE WITH LENS
	SUSPENDED LED FIXTURE

**CEILING MATERIAL LEGEND:**

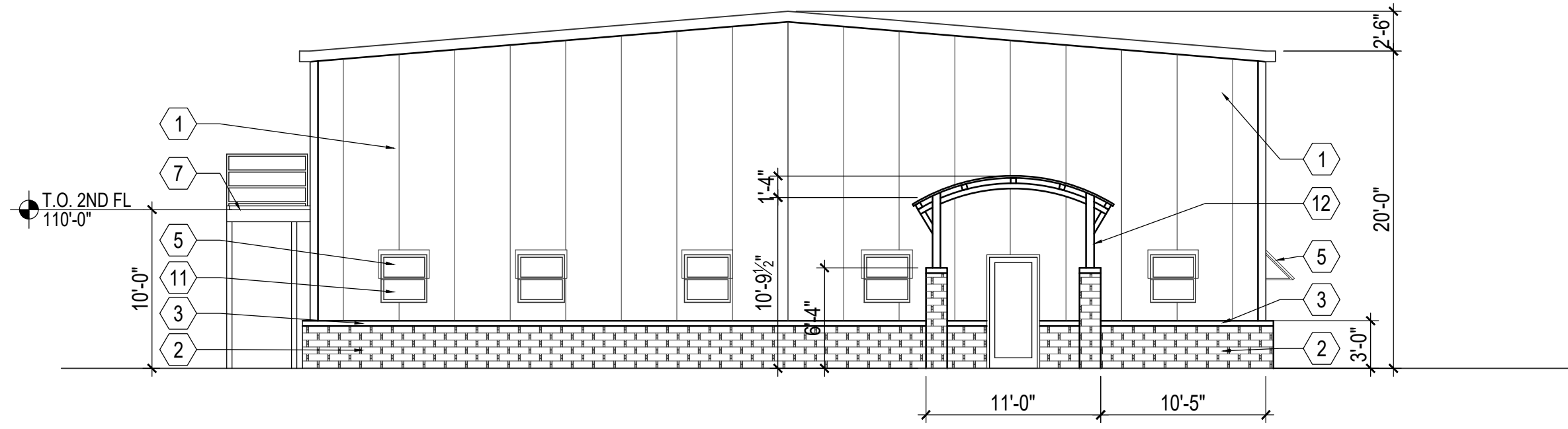
CODE	MATERIAL	MANUFACTURER, SERIES, COLOR
C1	EXPOSED STRUCTURE	
C2	SUSPENDED ACOUSTICAL TILE	
C3	5/8" MOISTURE RESISTANT GYPSUM BOARD	
C4	5/8" GYPSUM BOARD	

ISSUES		
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018

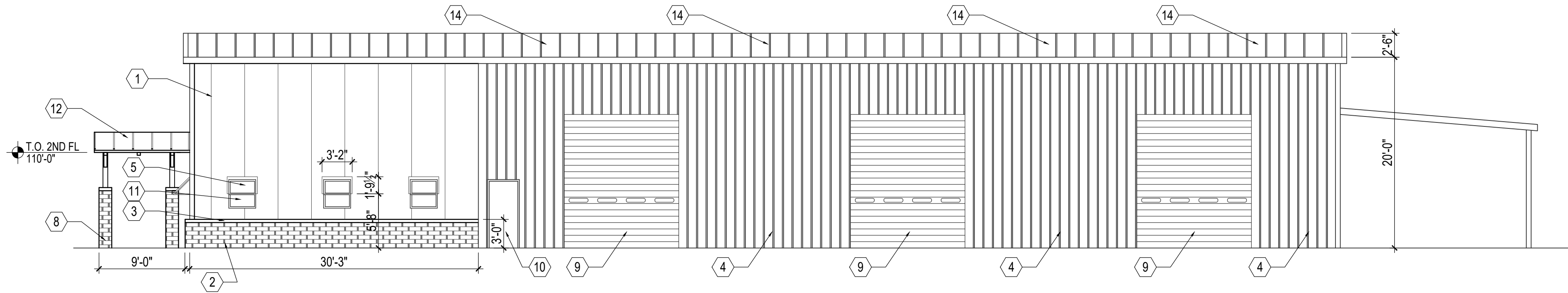


**PUBLIC WORKS DEPARTMENT  
BUILDING REMODEL  
1200 N CORINTH ST  
CORINTH, TEXAS 76208  
ENLARGED SECOND FLOOR  
REFLECTED CEILING PLAN**

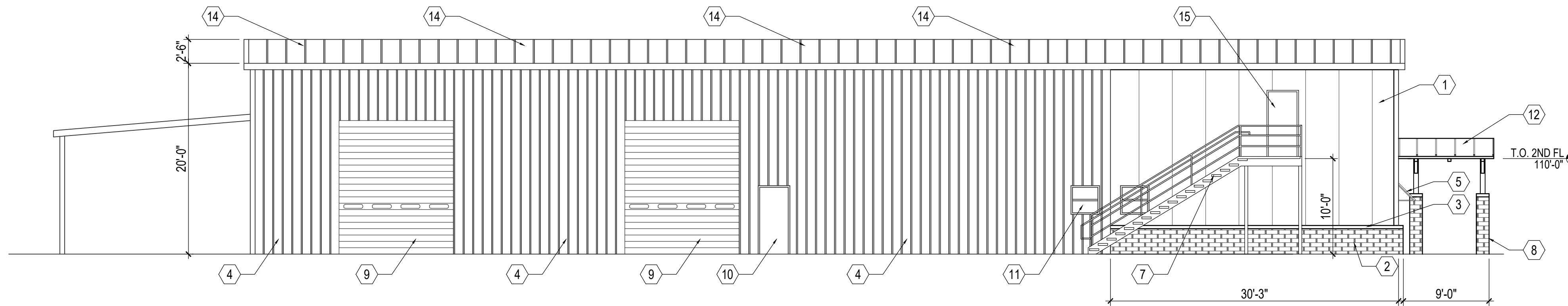
PROJECT #: 17142.00  
ISSUE DATE: 07.27.2018  
SHEET NUMBER:  
**A1.05**



**1 REVISED EAST ELEVATION**  
SCALE: 1/8" = 1'-0"



**2 REVISED NORTH ELEVATION**  
SCALE: 1/8" = 1'-0"



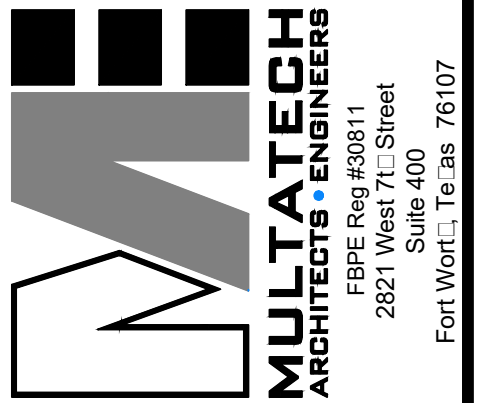
**3 REVISED SOUTH ELEVATION**  
SCALE: 1/8" = 1'-0"

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & ADJUST ACCORDINGLY.

# ELEVATION NOTES:

1. NEW INSULATED EXTERIOR STUCCO EMBOSSED METAL WALL PANEL.
2. NEW NATURAL STONE
3. NEW CAST STONE CAP
4. EXISTING METAL WALL PANELS
5. NEW METAL WINDOW CANOPY
6. NOT USED
7. METAL GRATE STAIR TO SECOND LEVEL.
8. CANOPY COLUMNS
9. EXISTING OVERHEAD DOORS
10. EXISTING MAN DOOR
11. EXISTING WINDOWS
12. NEW STEEL CANOPY STRUCTURE. REFER 1/A3.02
13. NEW STEEL STAIR
14. NEW ROOF PANELS AT REMOVED SKYLIGHTS
15. NEW MAN DOOR

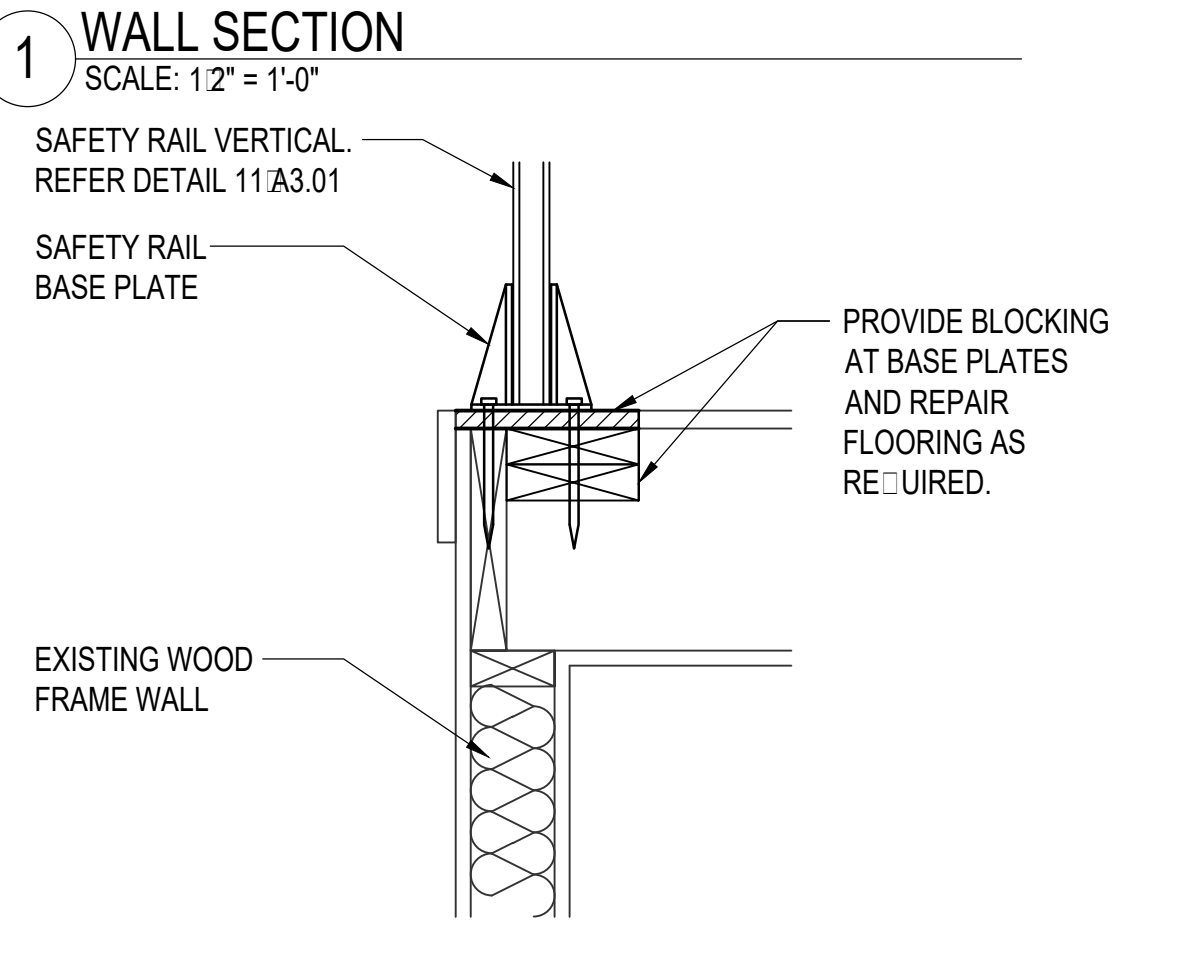
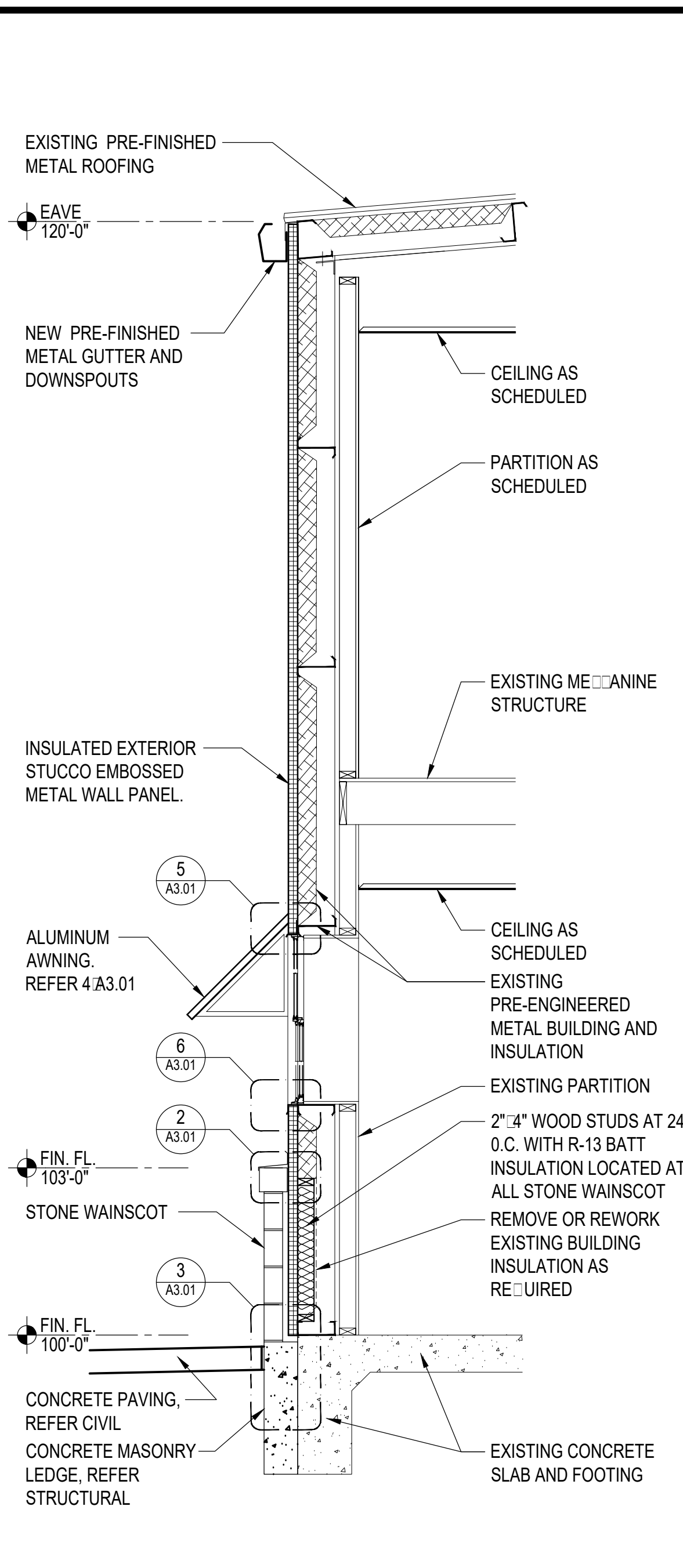
ISSUES		
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018



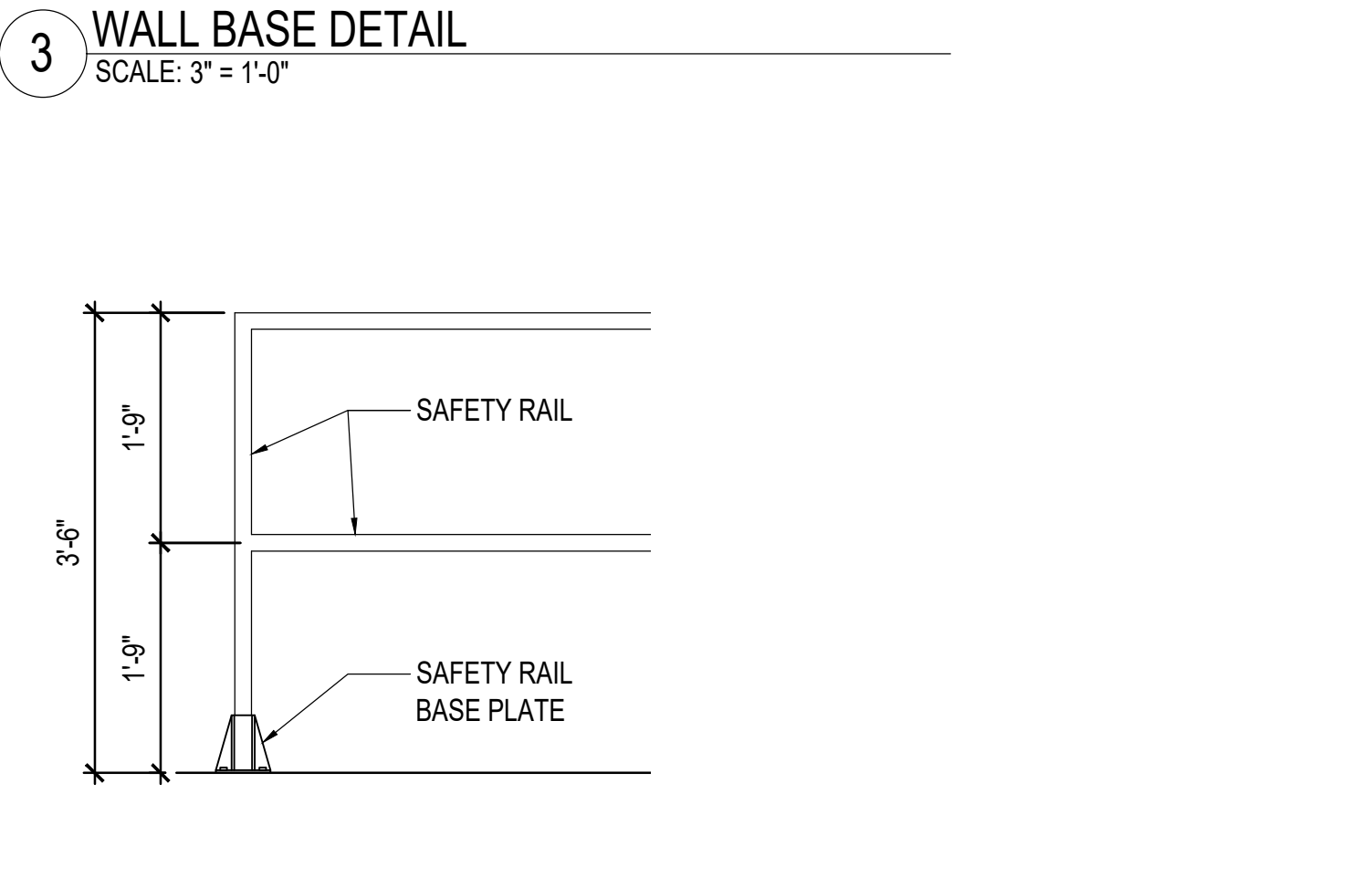
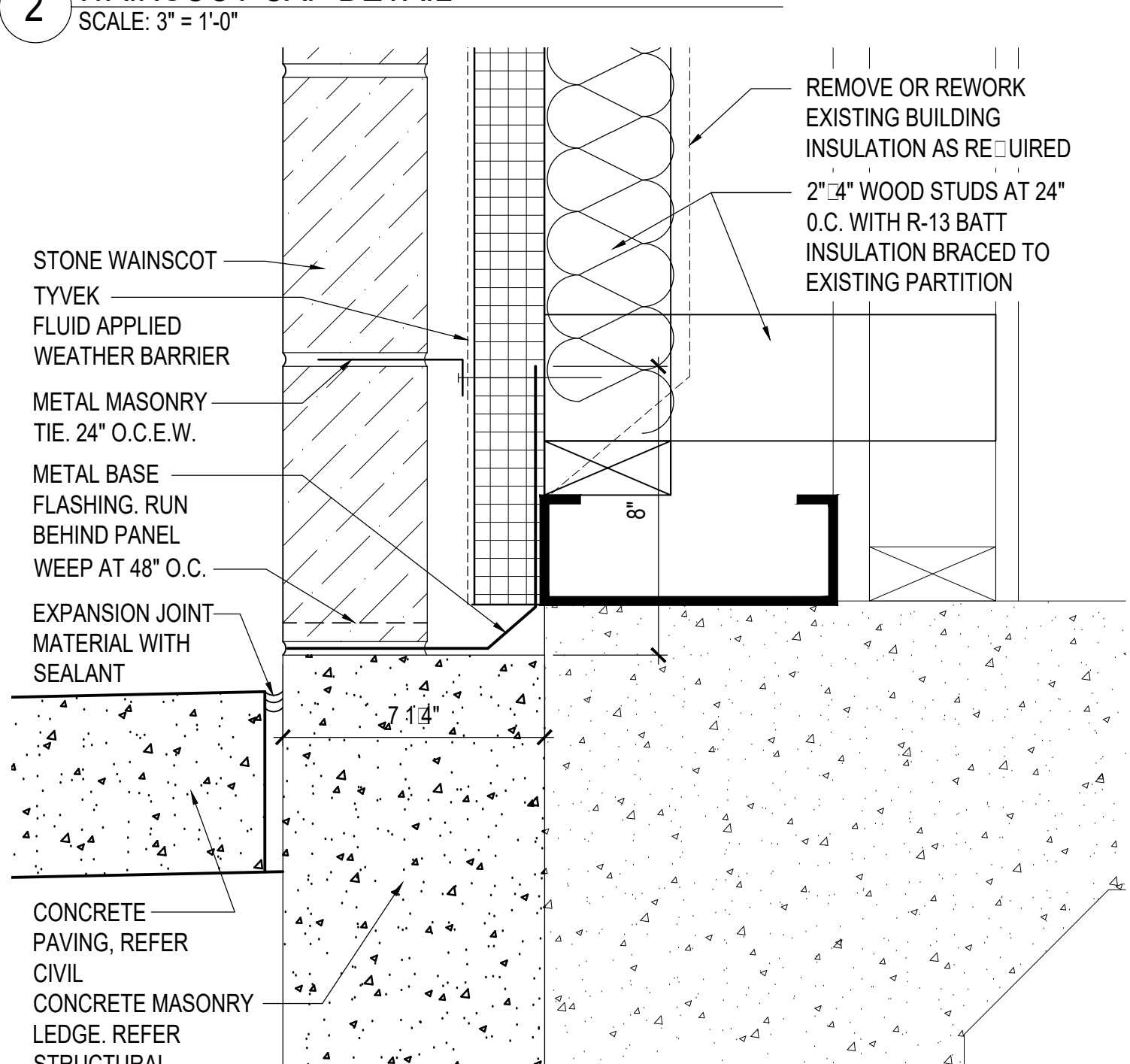
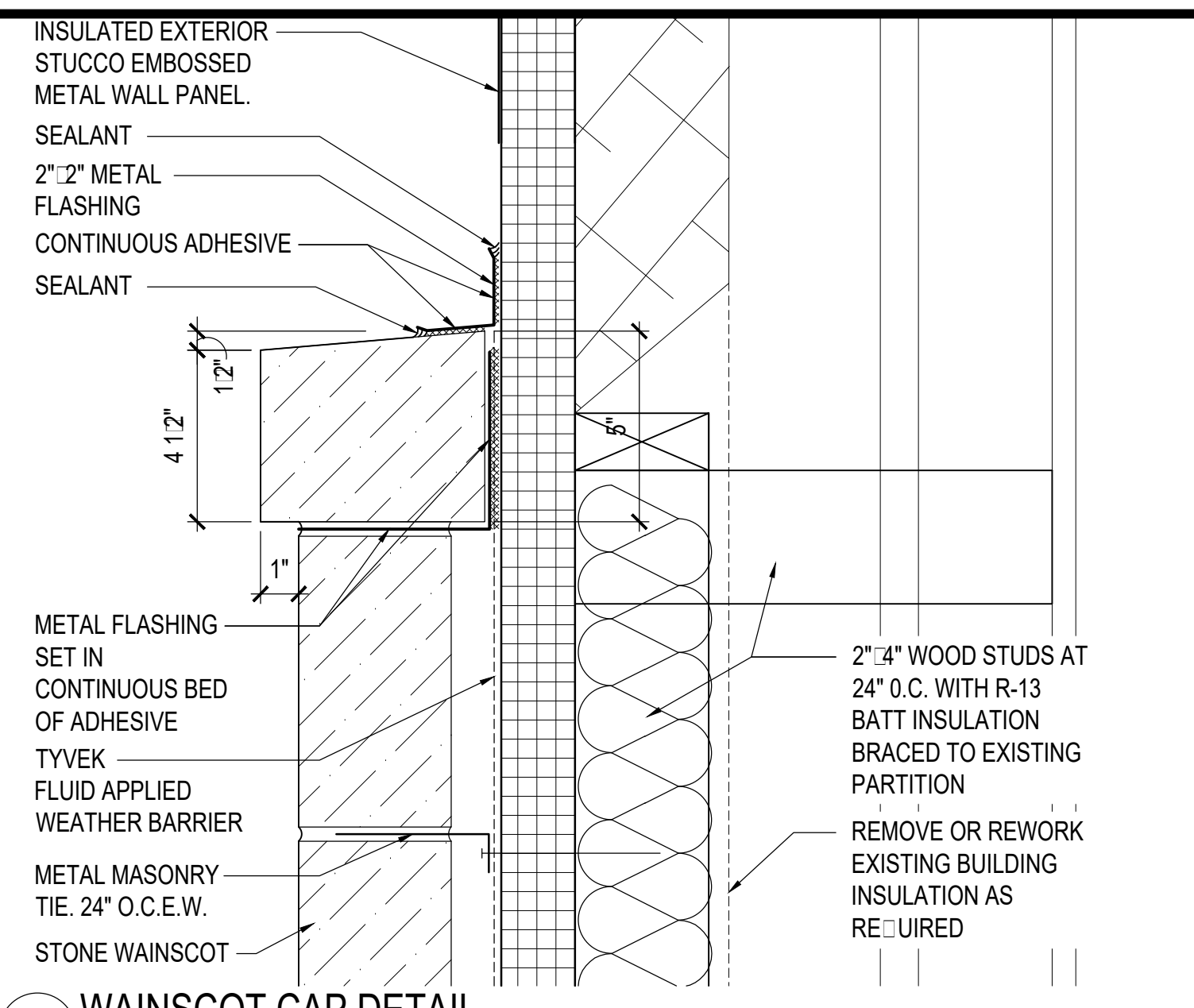
**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
1200 N CORINTH ST  
CORINTH, TEXAS 76208  
**REVISED EXTERIOR ELEVATIONS**

PROJECT #: 17142.00  
ISSUE DATE: 07.27.2018  
SHEET NUMBER:

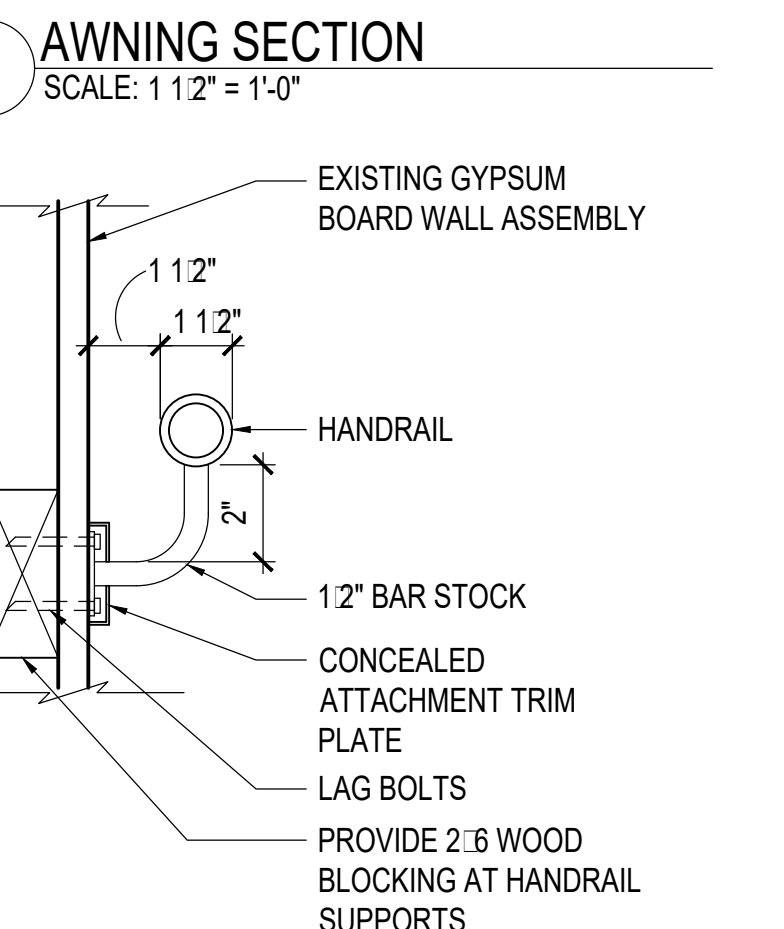
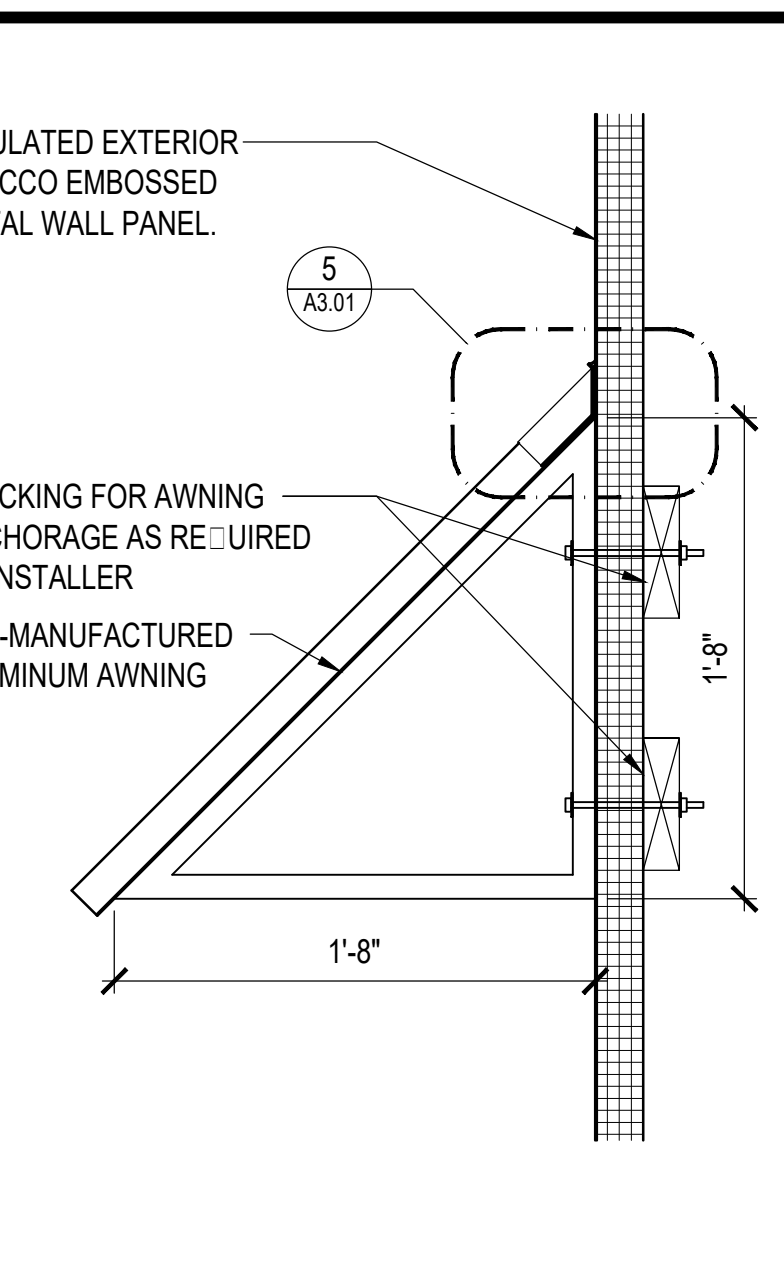
**A2.01**



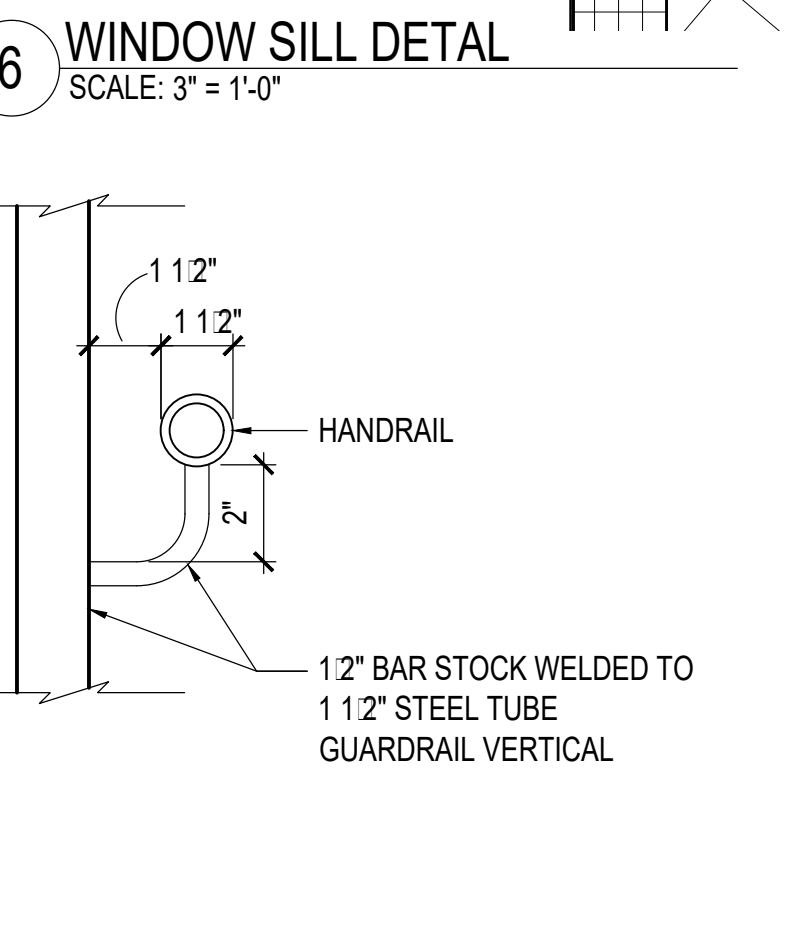
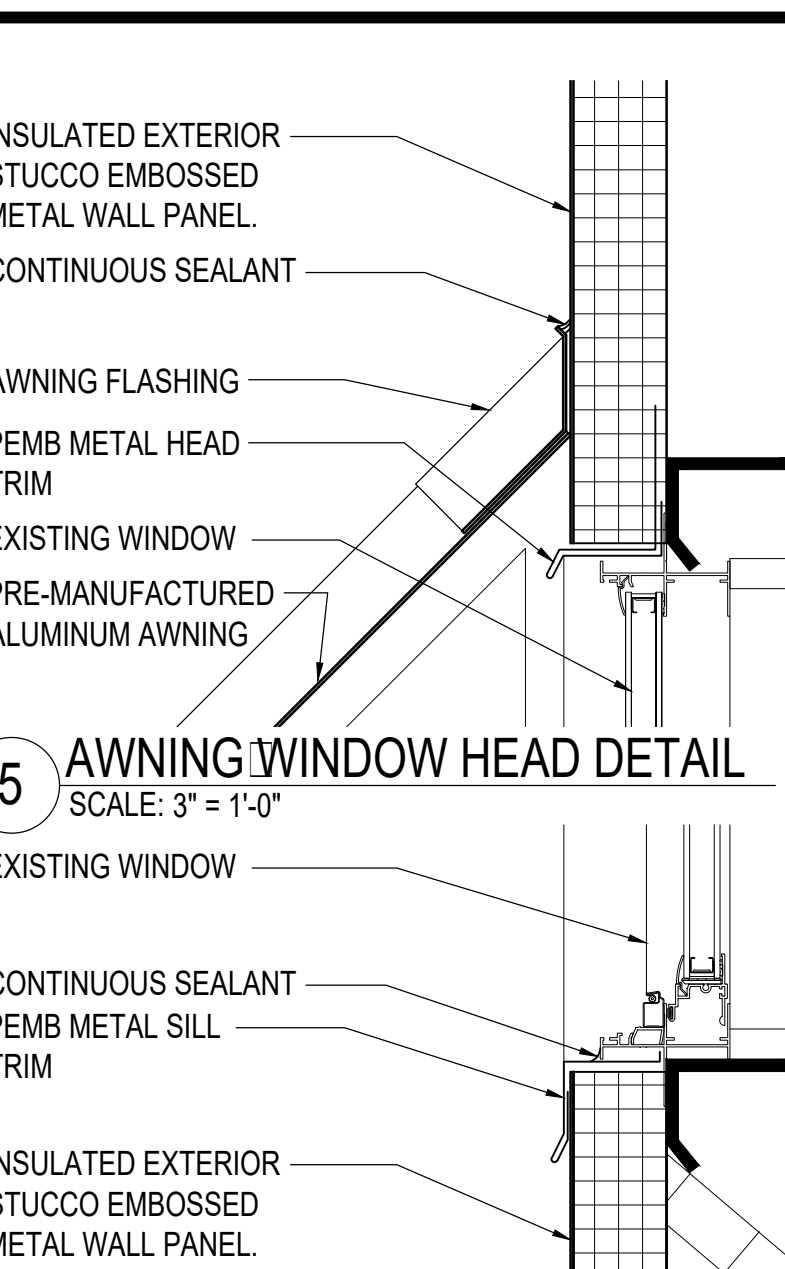
**10 SAFETY RAIL DETAIL**  
SCALE: 3" = 1'-0"



**11 SAFETY RAIL DETAIL**  
SCALE: 3/4" = 1'-0"



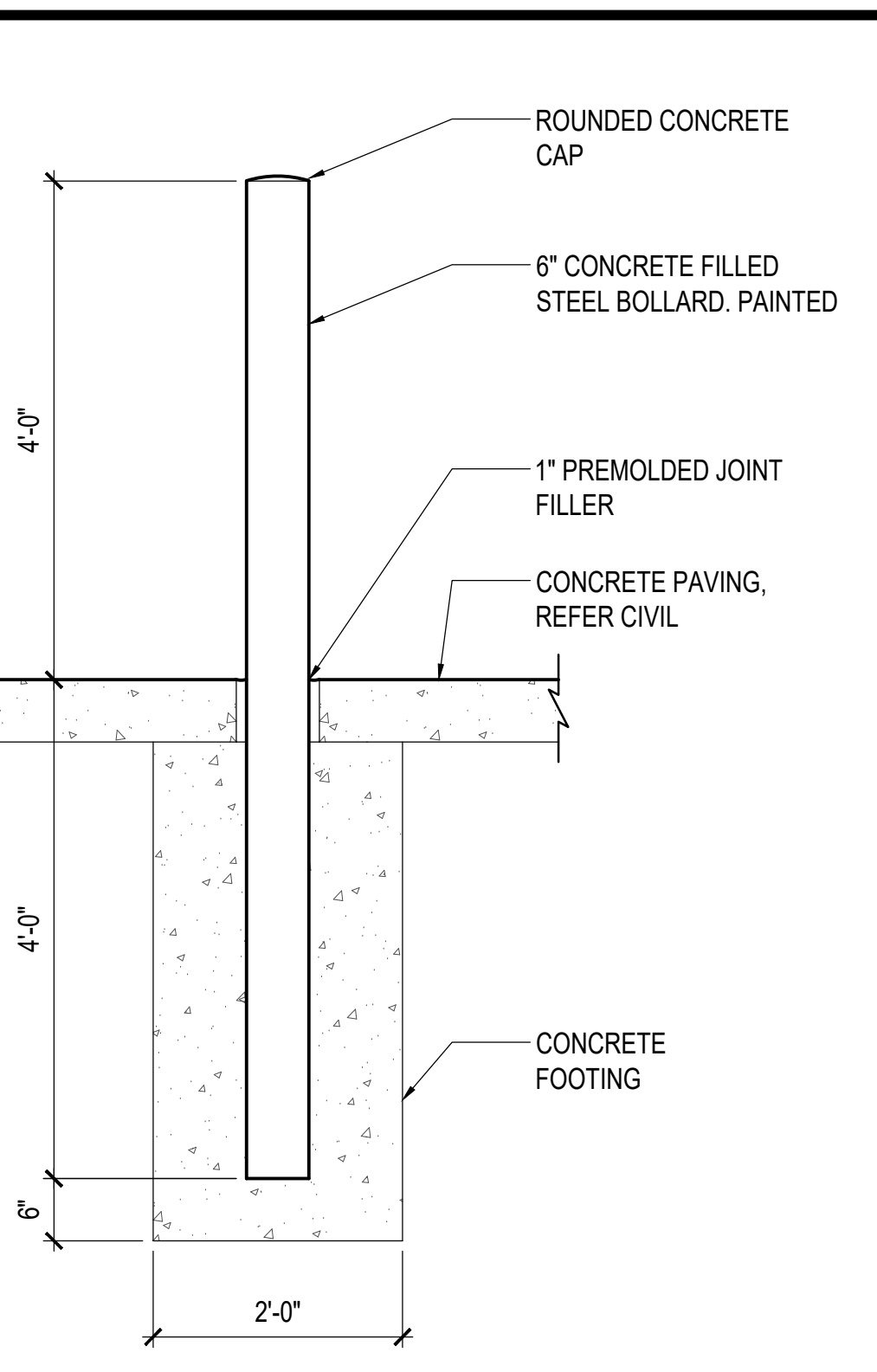
**7 HANDRAIL DETAIL**  
SCALE: 3" = 1'-0"



**8 HANDRAIL DETAIL**  
SCALE: 3" = 1'-0"

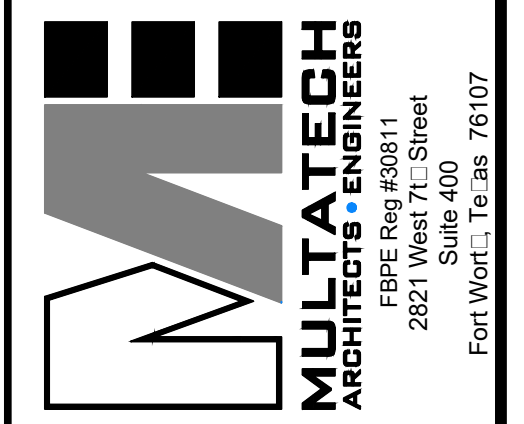
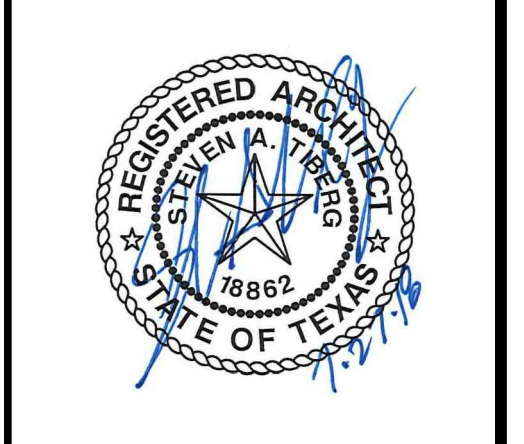


**6 WINDOW SILL DETAIL**  
SCALE: 3" = 1'-0"



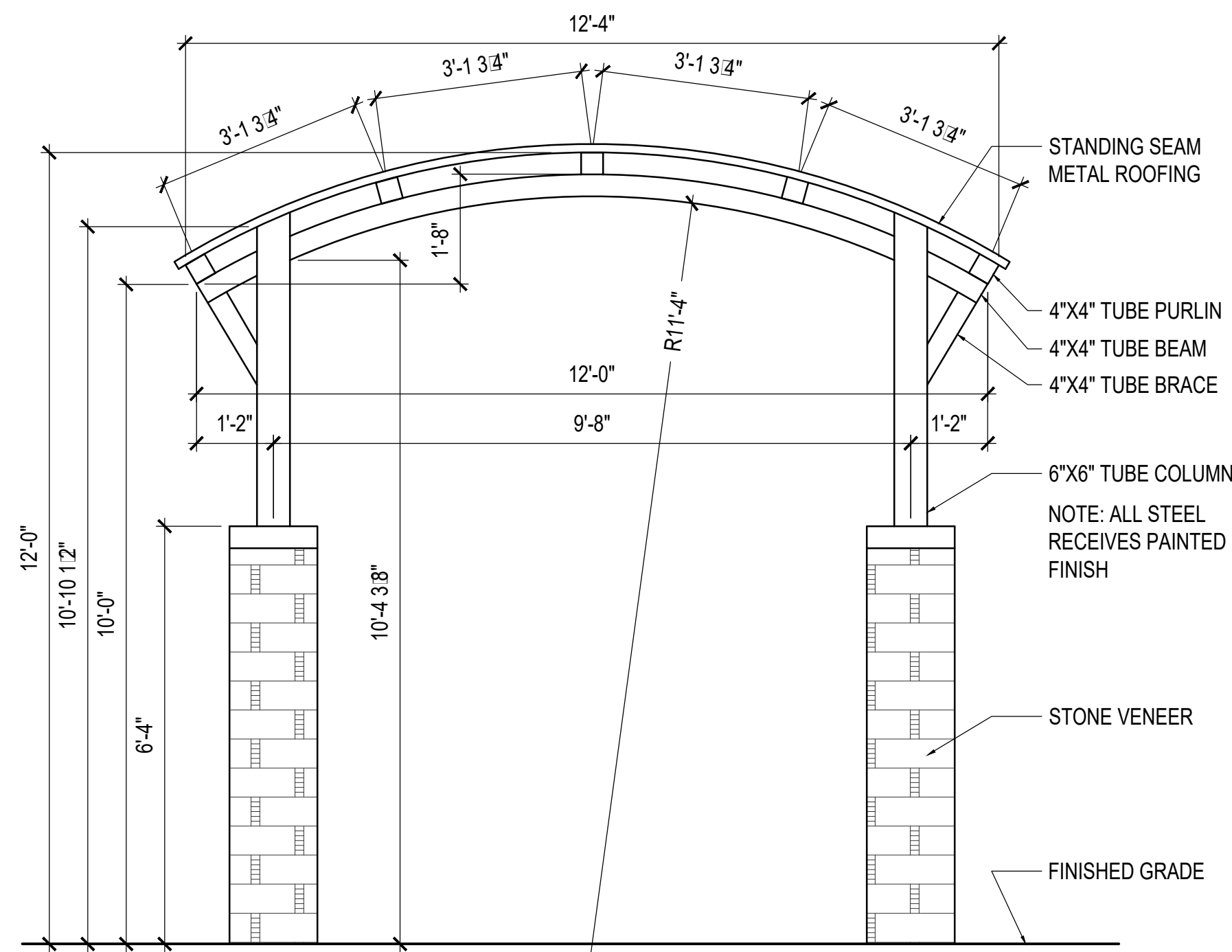
**9 BOLLARD DETAIL**  
SCALE: 3/4" = 1'-0"

ISSUES		
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018

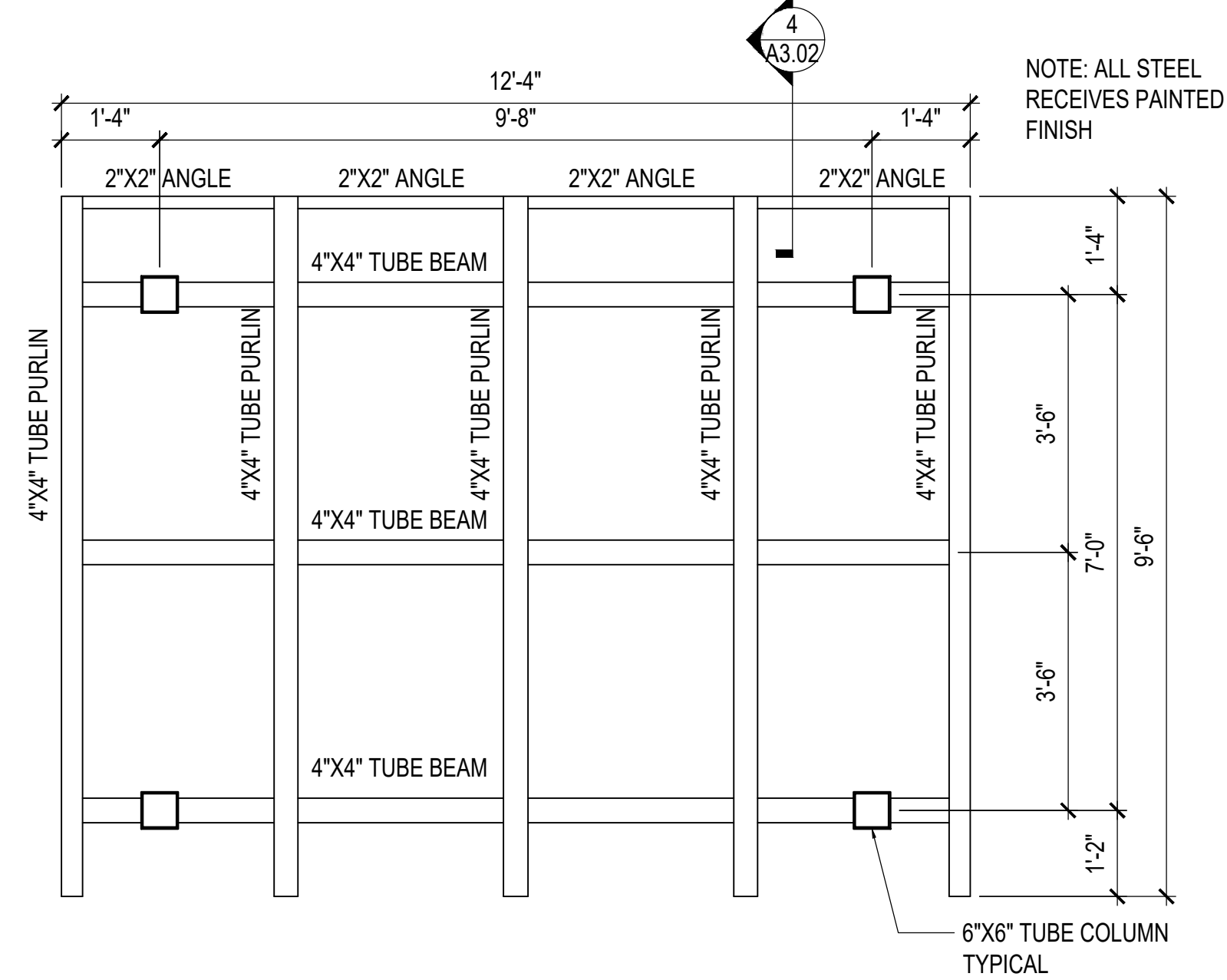


**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
1200 N CORINTH ST  
CORINTH, TEXAS 76208

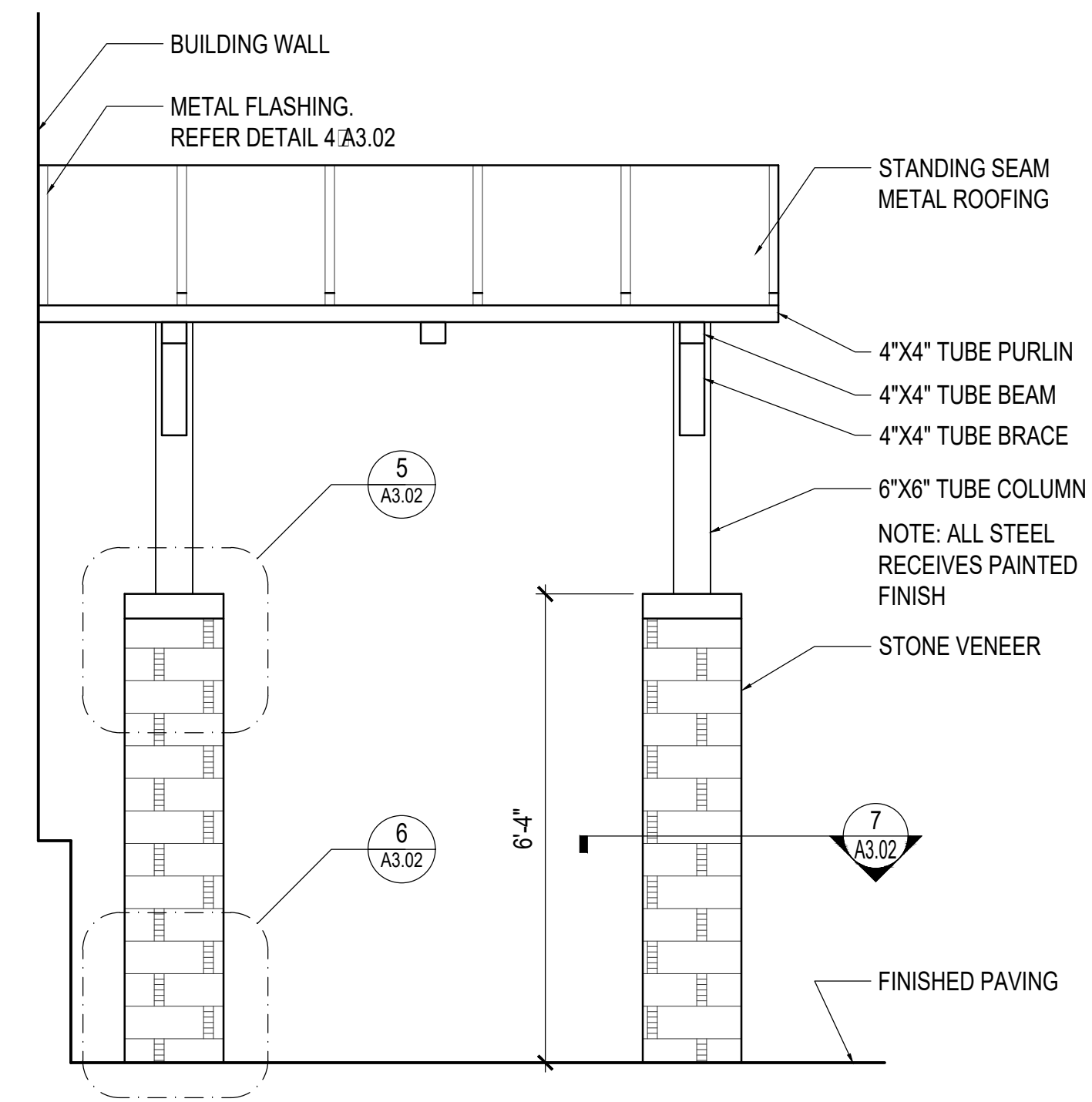
PROJECT #: 17142.00  
ISSUE DATE: 07.27.2018  
SHEET NUMBER:  
**A3.01**



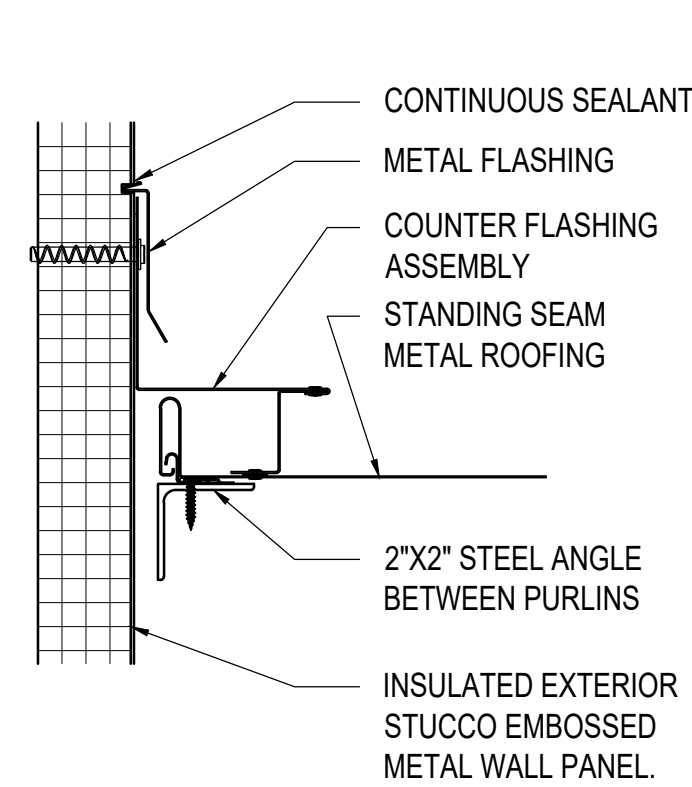
1 CANOPY ELEVATION  
SCALE: 1/2" = 1'-0"



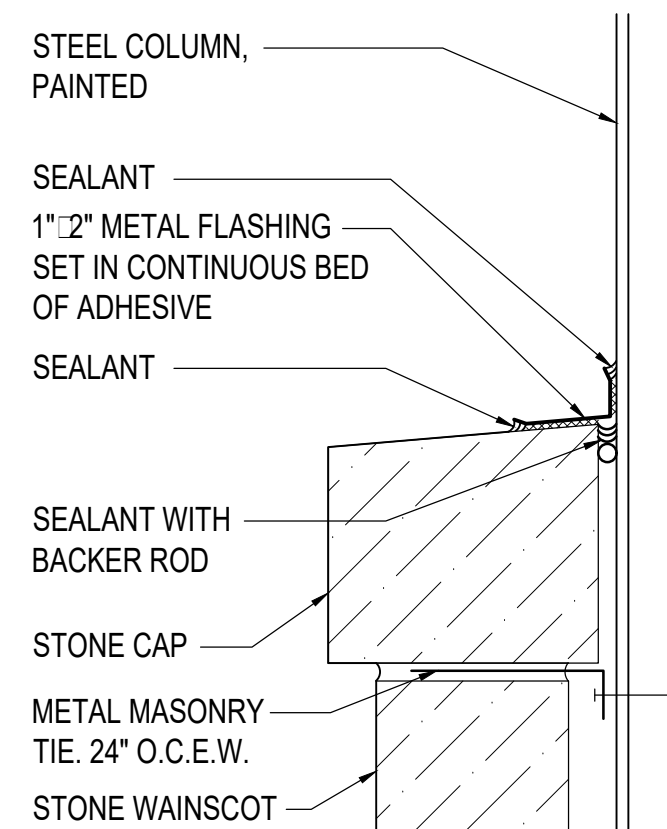
2 CANOPY FRAMING PLAN  
SCALE: 1/2" = 1'-0"



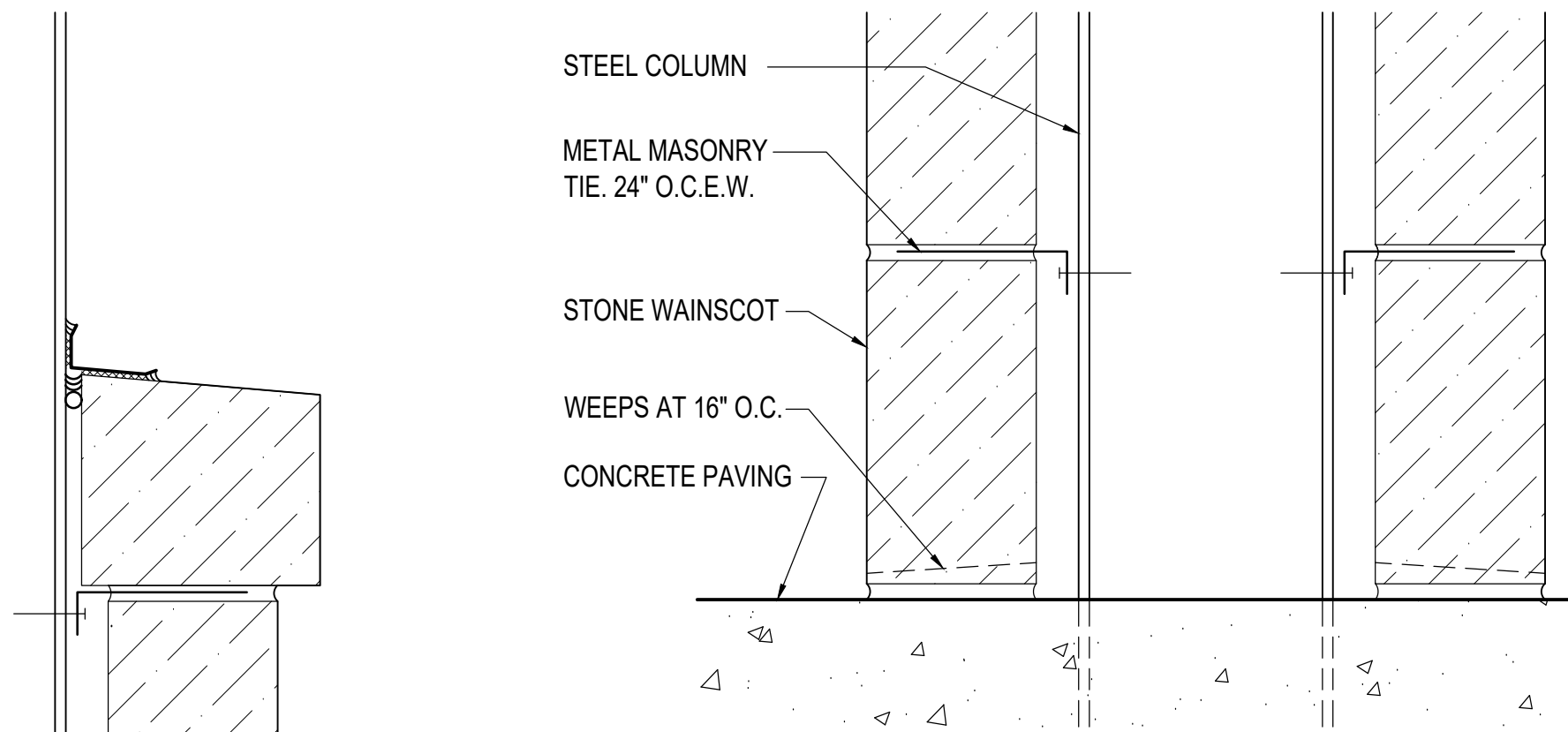
3 CANOPY ELEVATION  
SCALE: 1/2" = 1'-0"



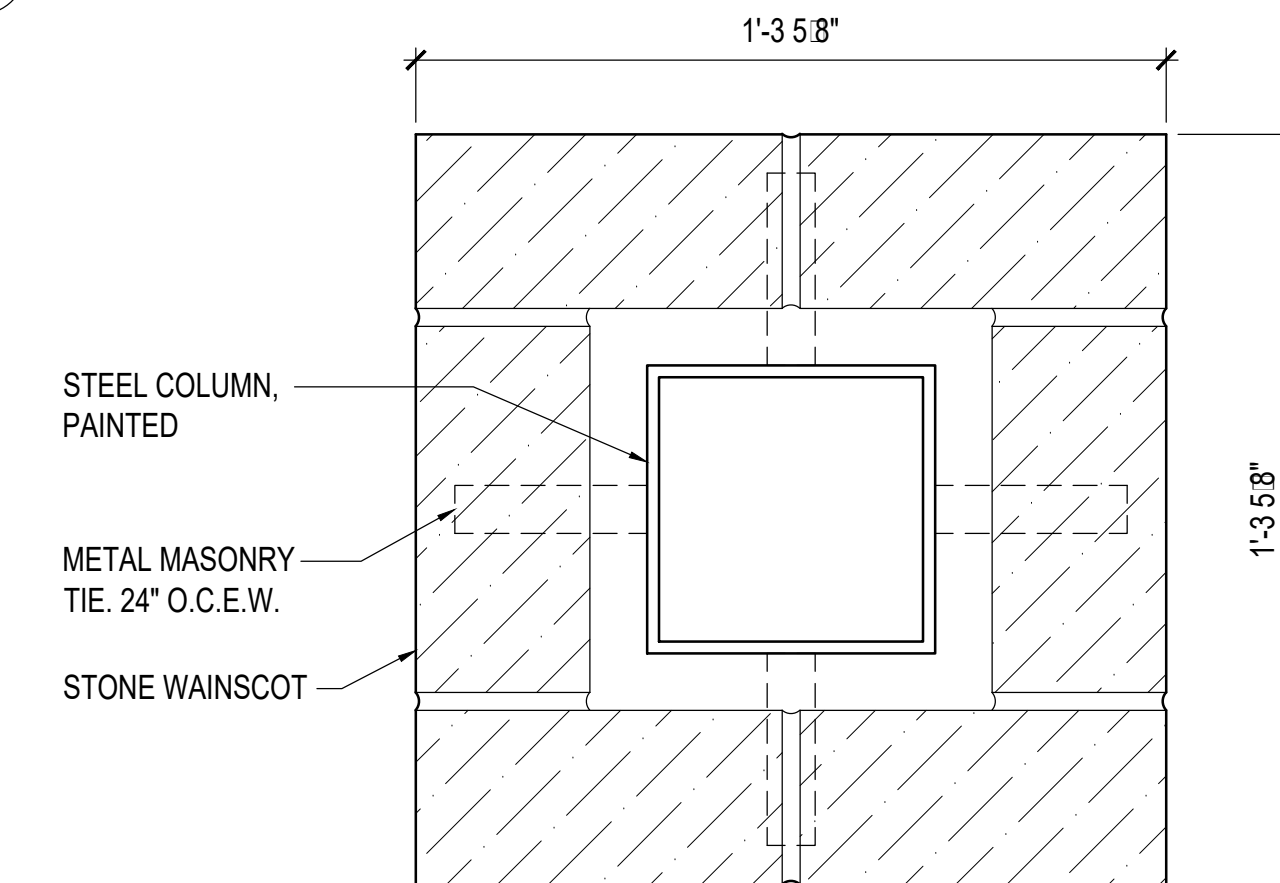
4 CANOPY FLASHING DETAIL  
SCALE: 3" = 1'-0"



5 CANOPY COLUMN BASE DETAIL  
SCALE: 3" = 1'-0"



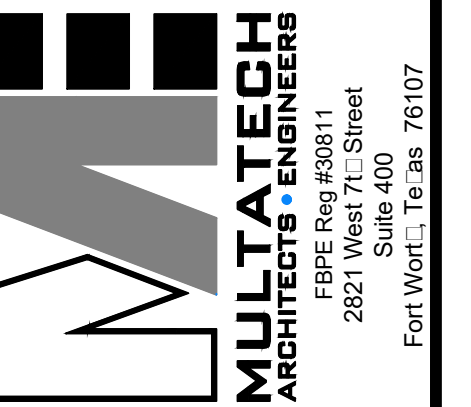
6 CANOPY COLUMN BASE DETAIL  
SCALE: 3" = 1'-0"



7 CANOPY COLUMN BASE DETAIL  
SCALE: 3" = 1'-0"

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE. ADJUST ACCORDINGLY.

ISSUES		
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018

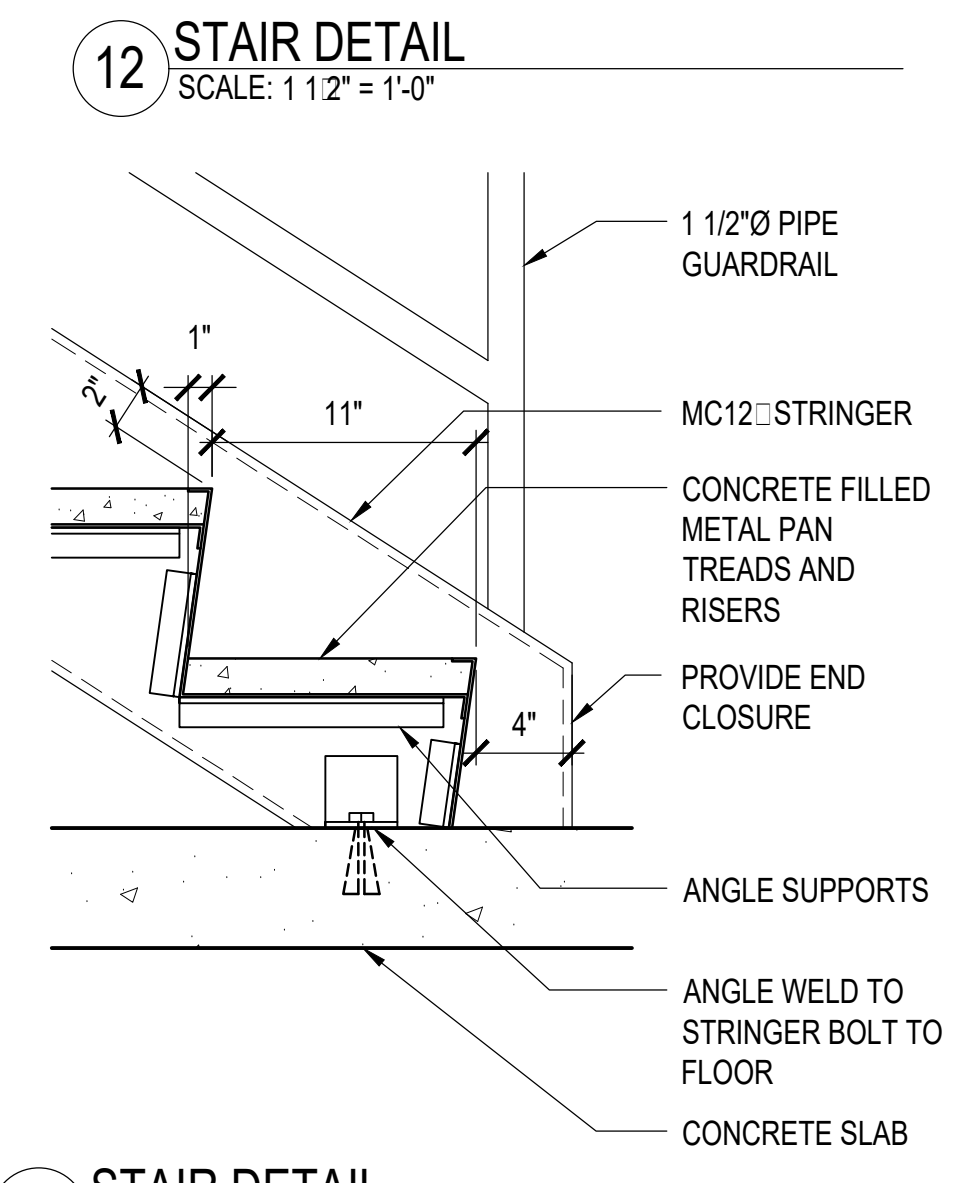
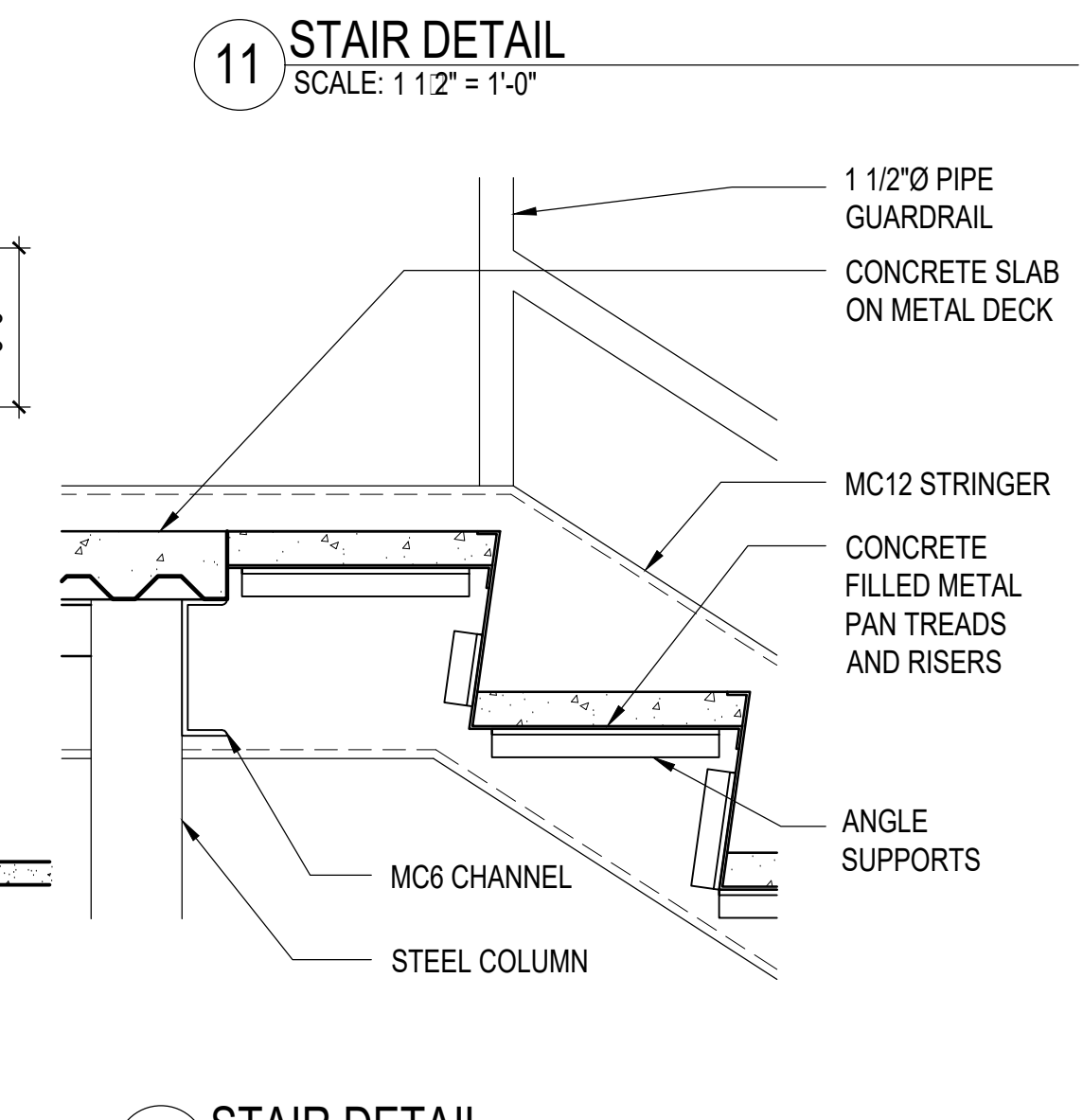
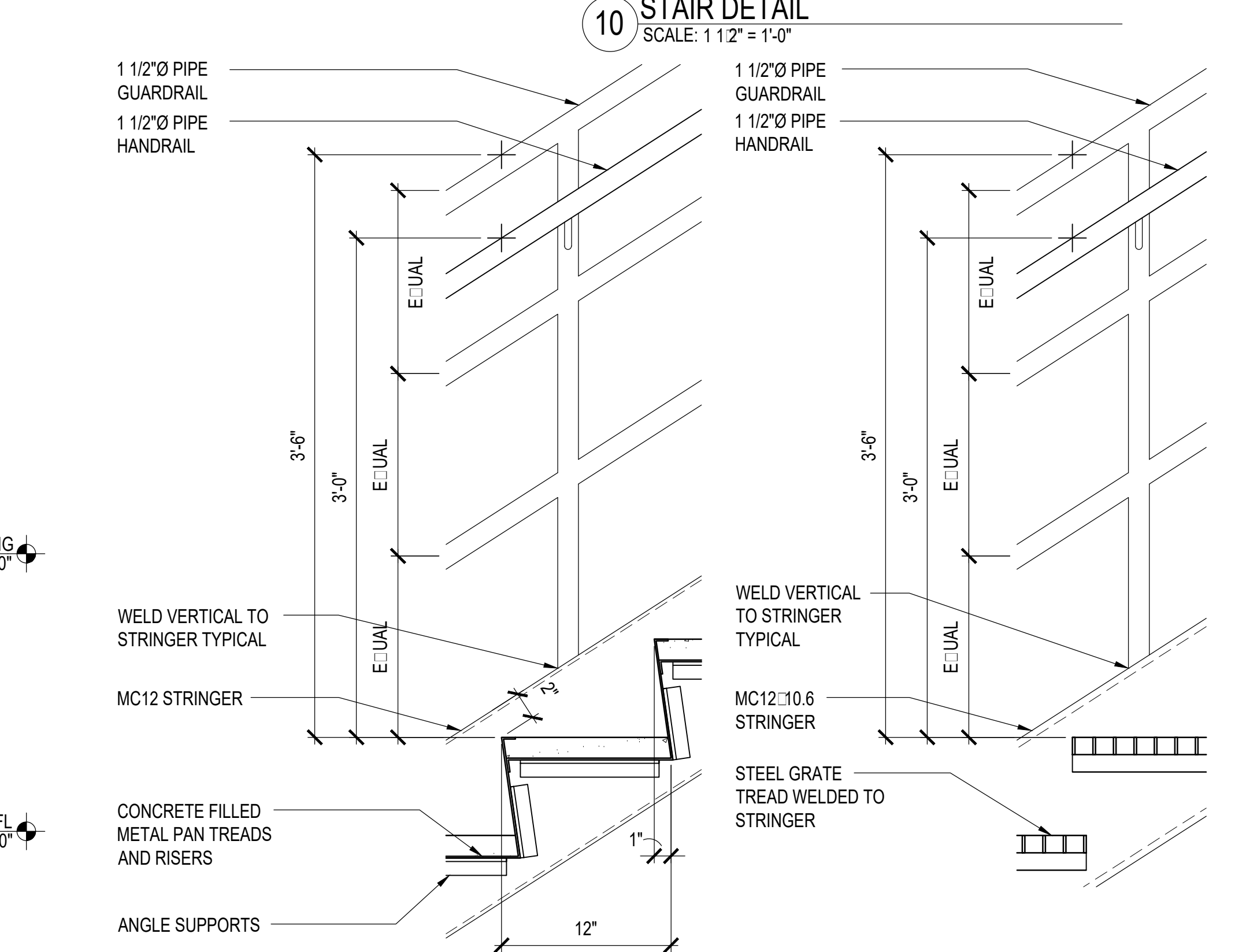
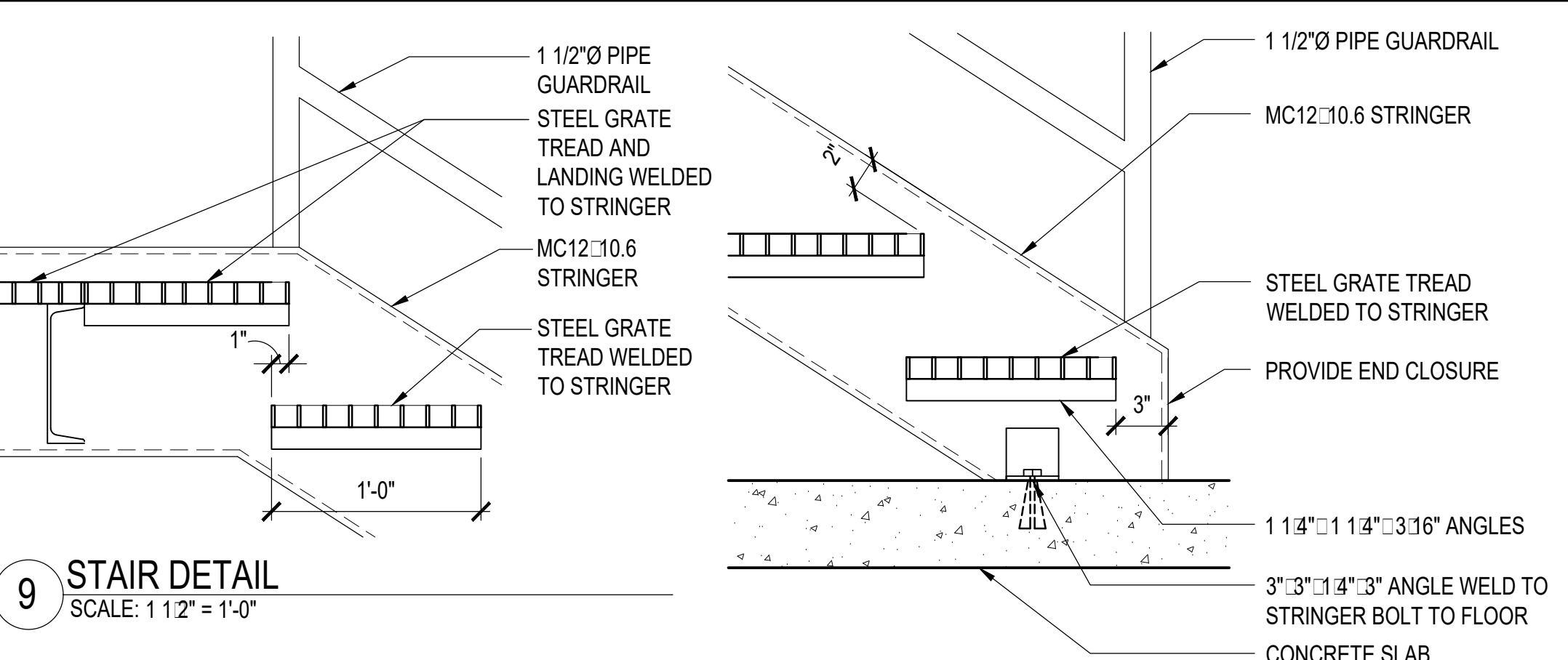
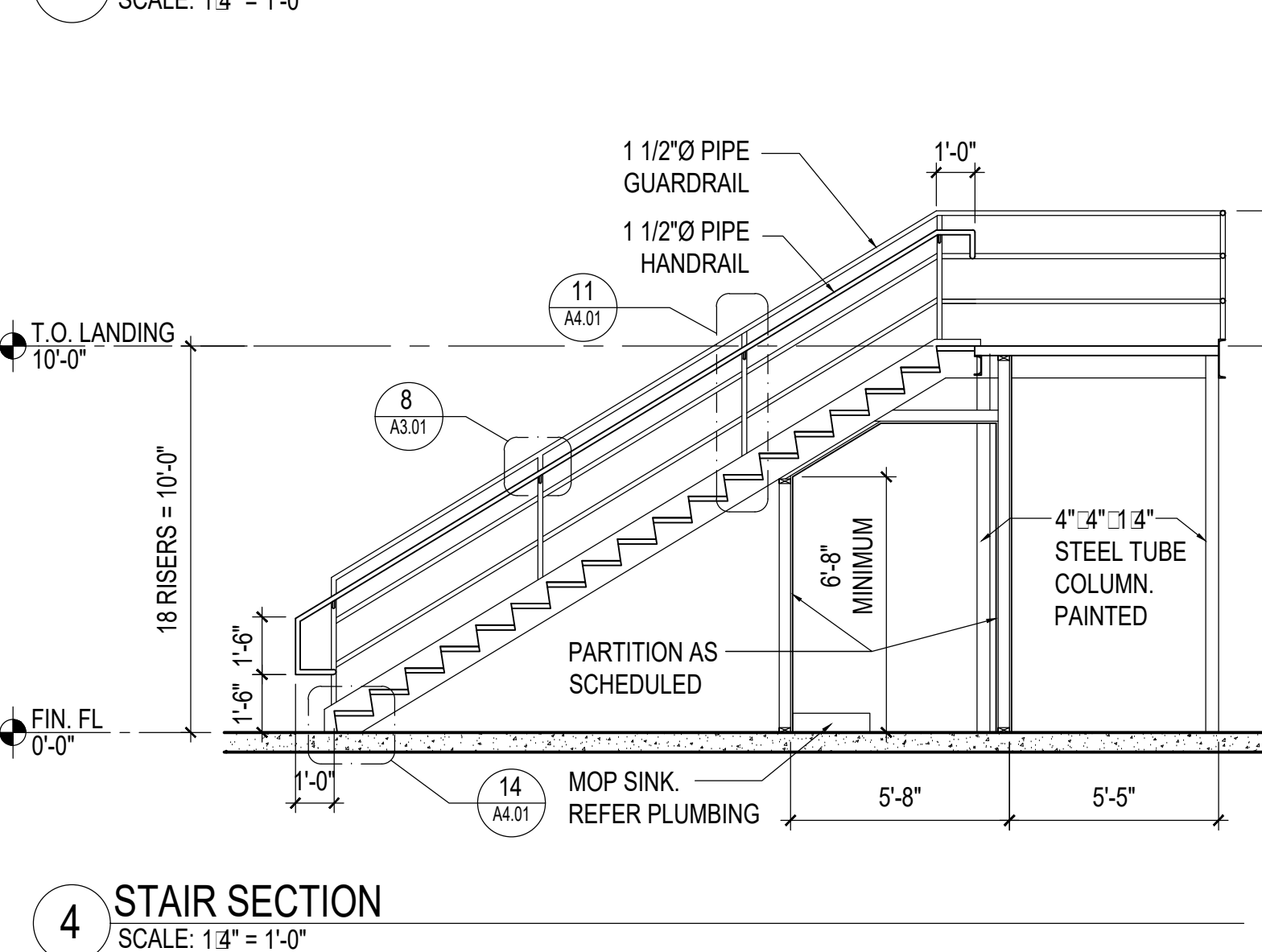
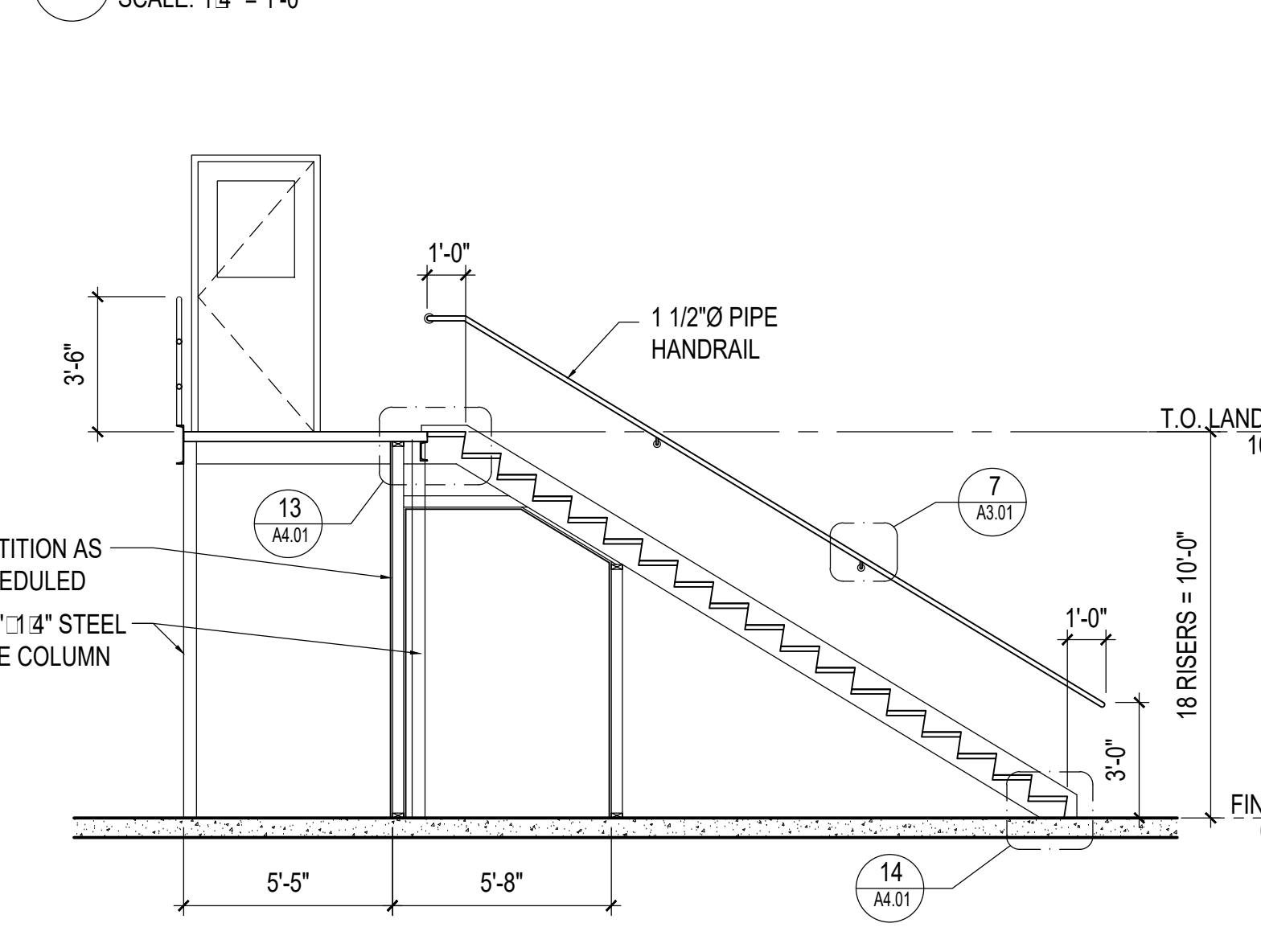
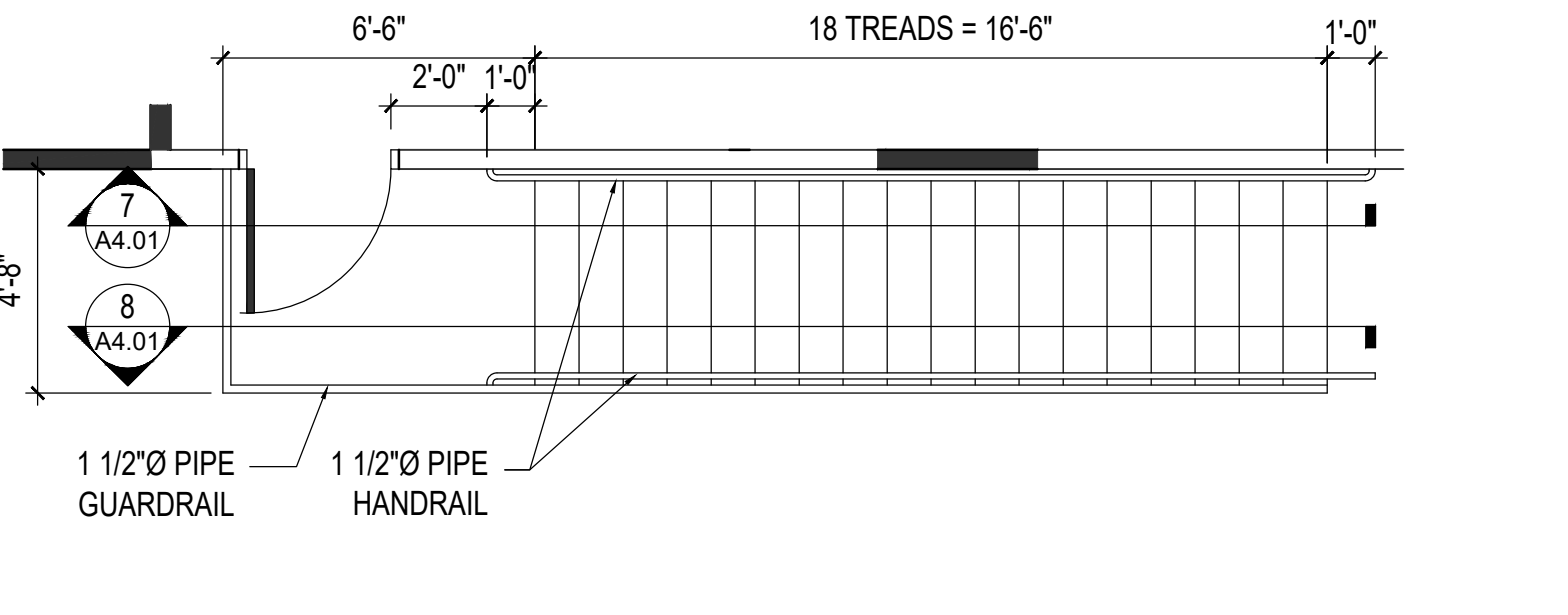
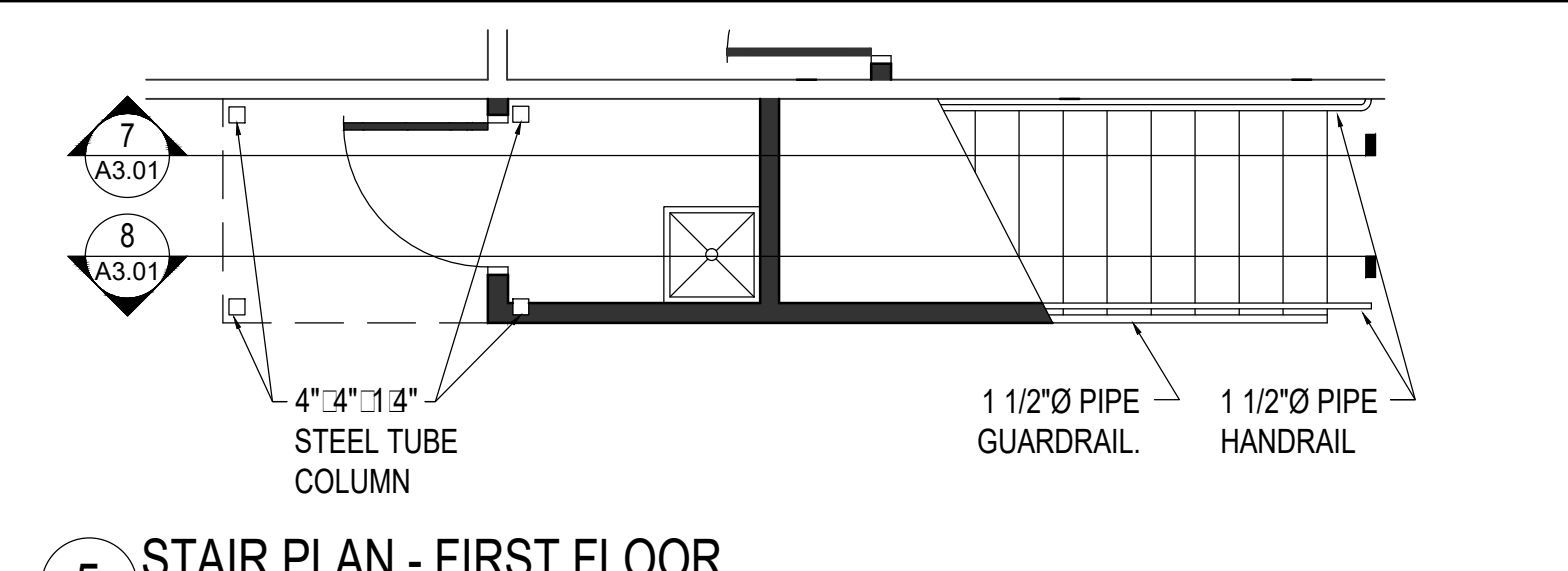
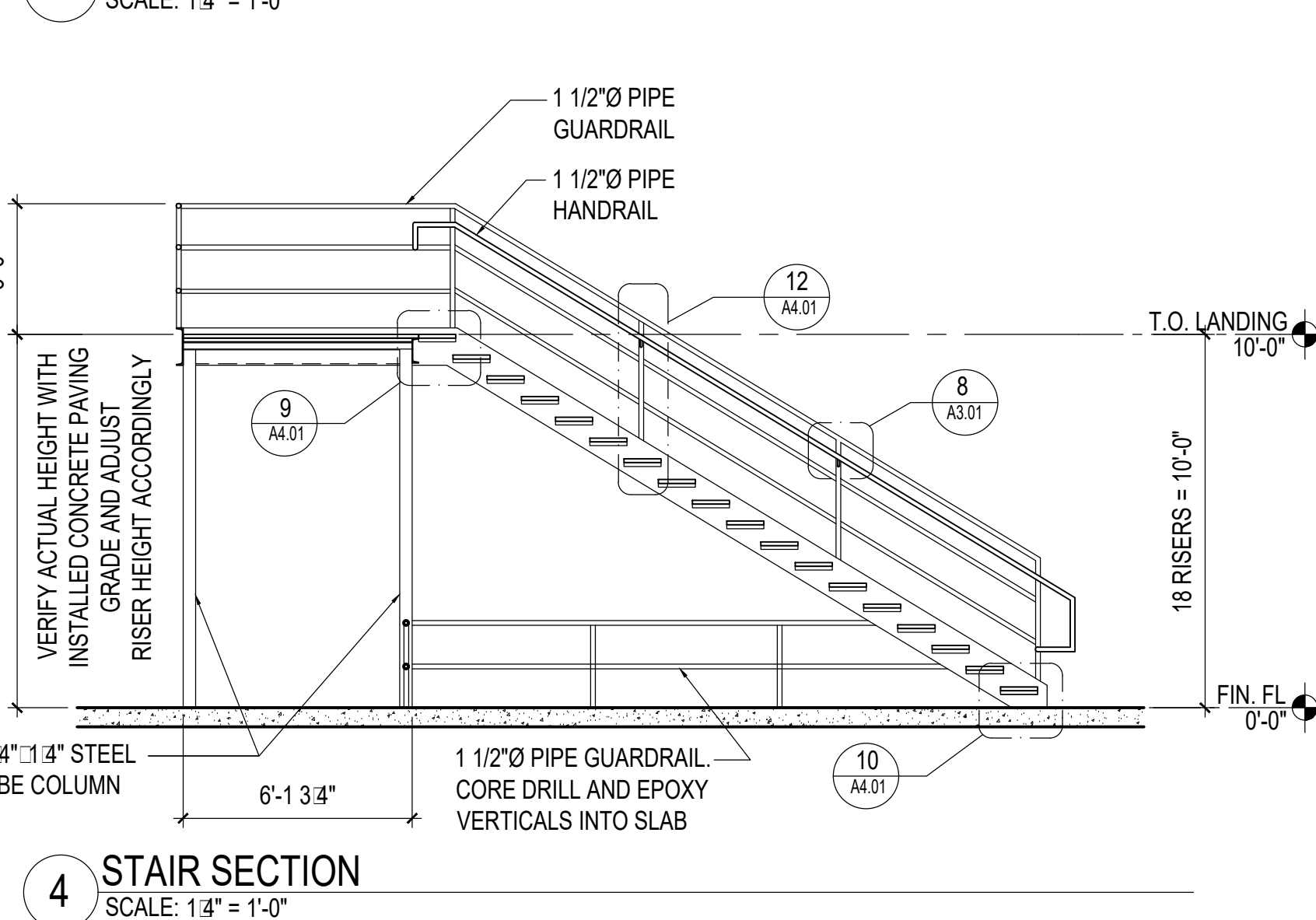
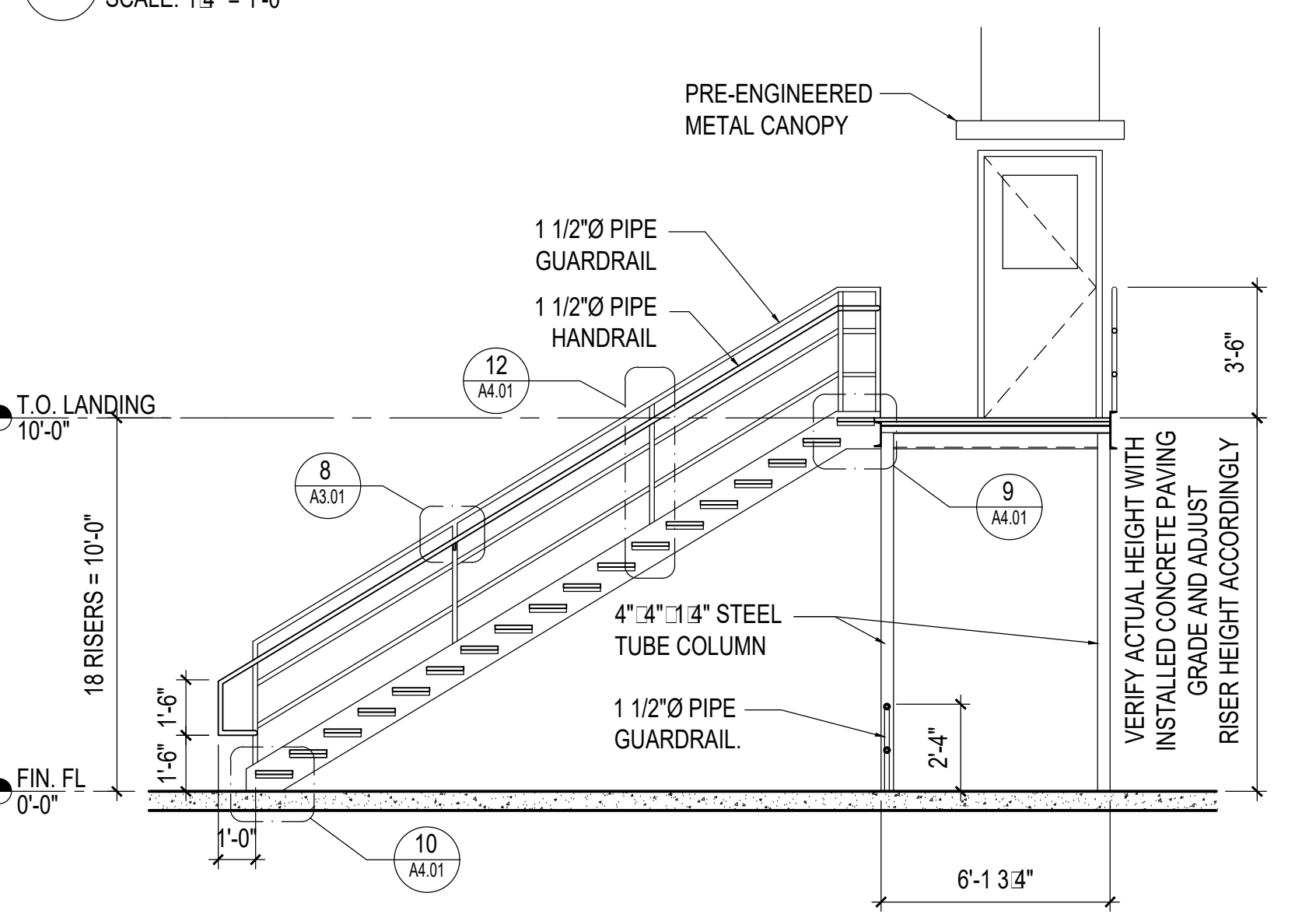
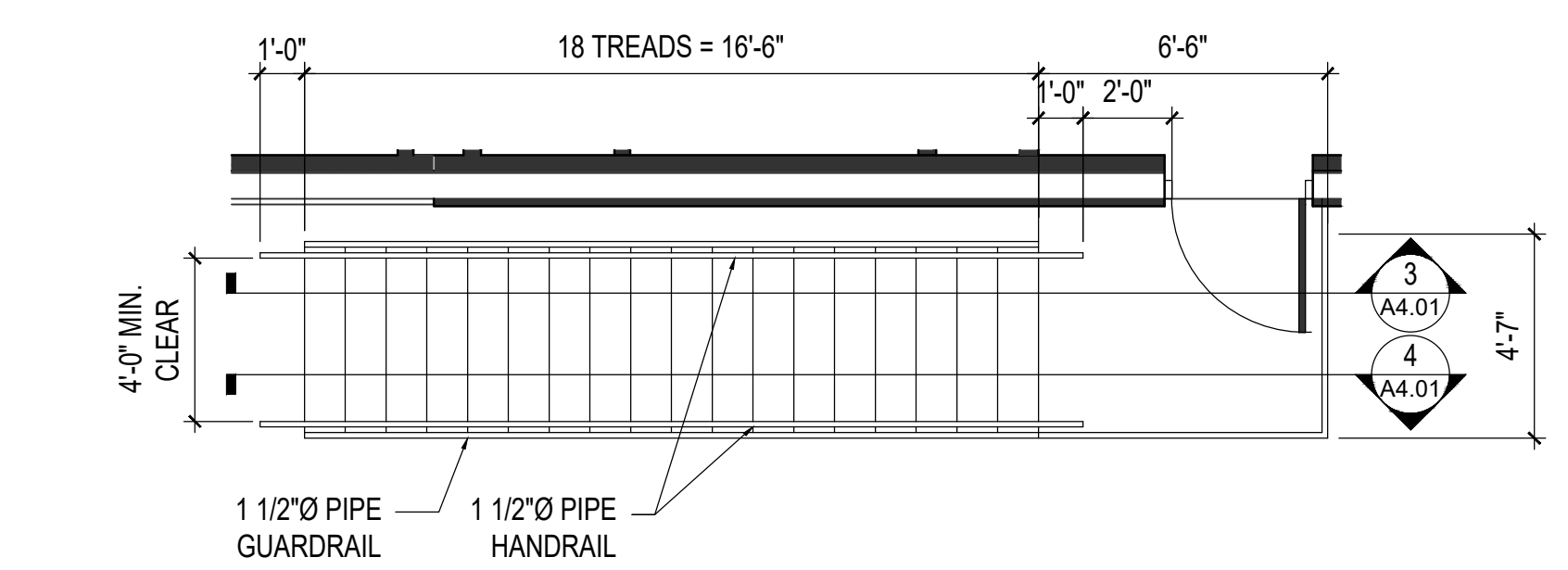
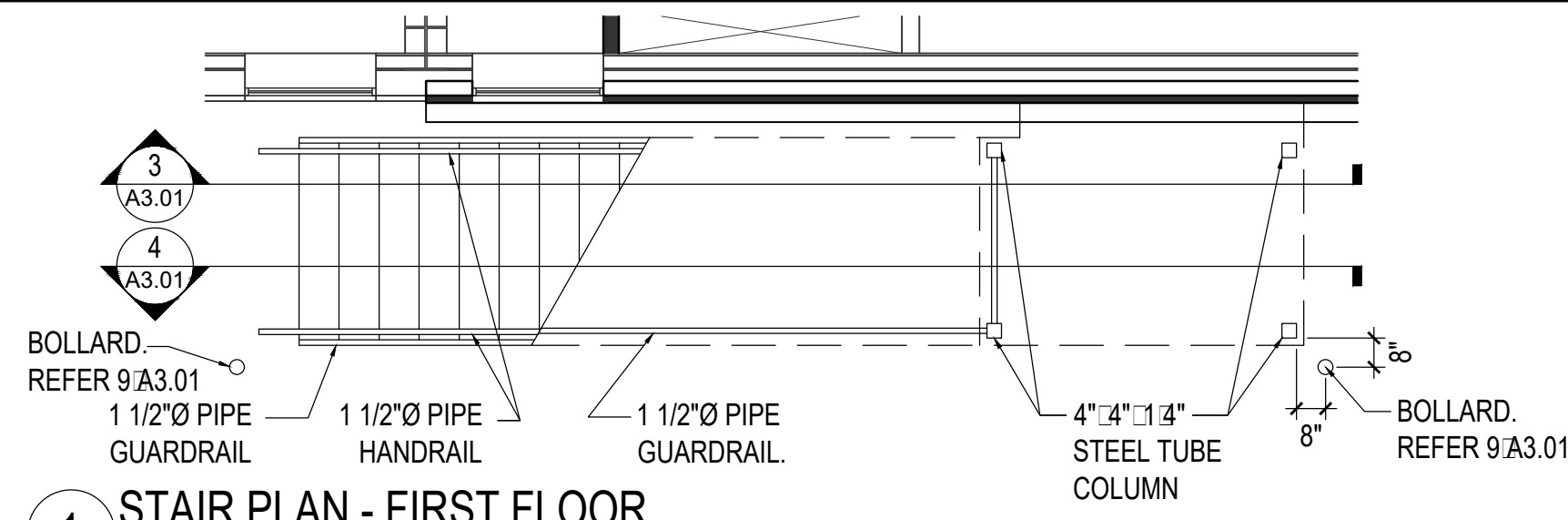


**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
 1200 N CORINTH ST  
 CORINTH, TEXAS 76208  
**ENTRY CANOPY SECTIONS AND DETAILS**

PROJECT #: 17142.00  
 ISSUE DATE: 07.27.2018  
 SHEET NUMBER:

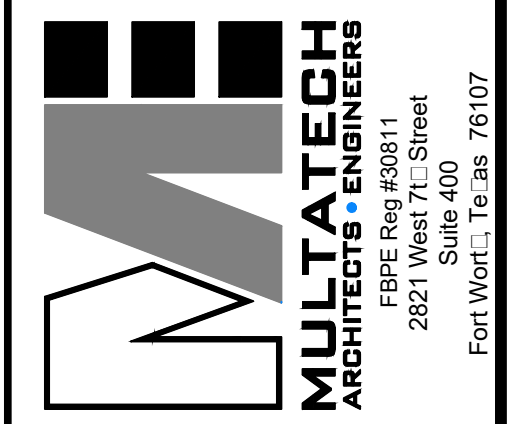
**A3.02**

K:\2017\17142.00 CityofCorinth\_FacilityRehab\_LSE\06\_CAD\BUILDING A - REMODEL PWD\ARCH\A4.01 STAIR PLANS AND DETAILS.dwg Jul 25, 2018 - 10:59am User: stiberg



BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE. ADJUST ACCORDINGLY.

ISSUES		
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018



**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
 1200 N CORINTH ST  
 CORINTH, TEXAS 76208  
**STAIR PLANS AND DETAILS**

PROJECT #: 17142.00  
 ISSUE DATE: 07.27.2018  
 SHEET NUMBER:

**A4.01**

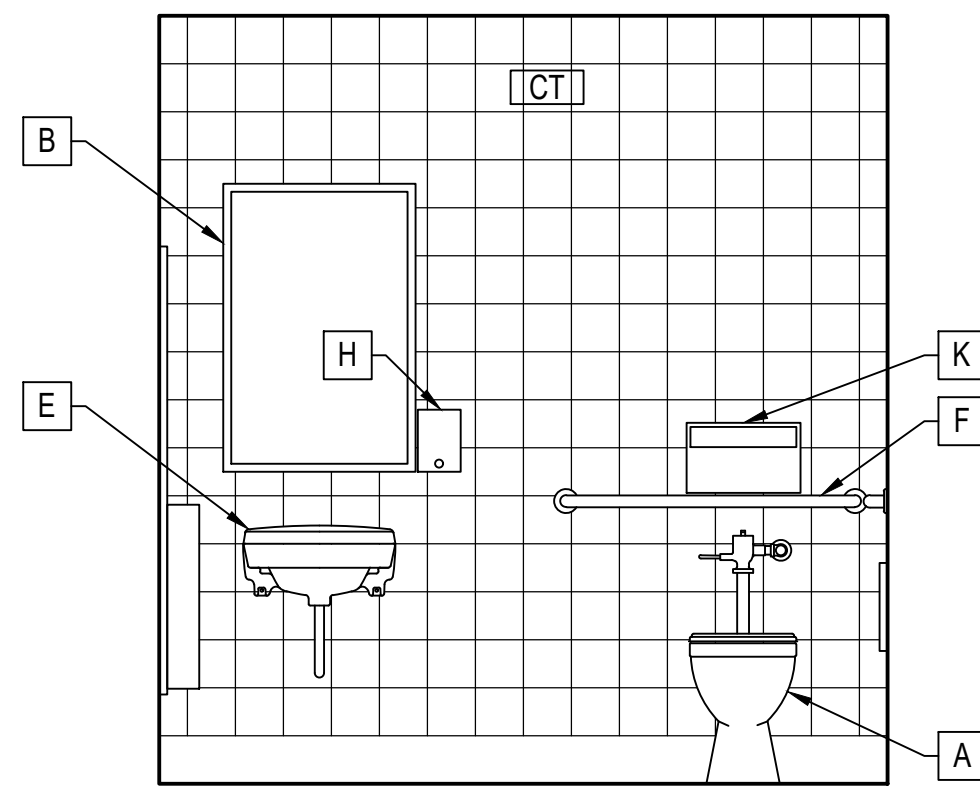


K:\2017\17142.00 CityofCorinth\_FacilityRehab\_LSE\06\_CAD\BUILDING A - REMODEL PWD\ARCH\A5.01 FINISH SCHEDULE & INTERIOR DETAILS.dwg Jul 25, 2018 - 10:58am User: stberg

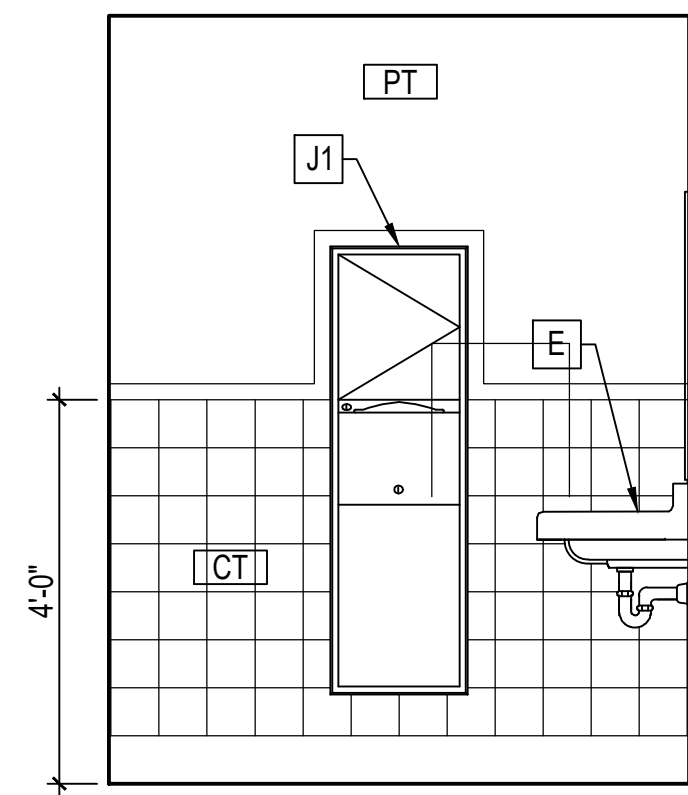
ROOM NO.	ROOM NAME	FLOOR		WALLS				CEILING
		FLOOR	BASE	WALL-1	WALL-2	WALL-3	WALL-4	
100	RECEPTION	CPT	R	P	P	P	P	ACT
101	LOBBY	LVP	R	P	P	P	P	ACT
102	UTILITY MANAGER	CPT	R	P	P	P	P	ACT
103	STREET MANAGER	CPT	R	P	P	P	P	ACT
104	PUBLIC WORKS DIR	CPT	R	P	P	P	P	ACT
105	CORRIDOR	LVP	R	P	P	P	P	ACT
106	RECREATION MANAGER	CPT	R	P	P	P	P	ACT
107	CLOSET	CPT	R	P	P	P	P	ACT
108	UNISEX	PT	CT	CT:P	CT:P	CT:P	CT:P	GYP
109	CONFERENCE	CPT	R	P	P	P	P	ACT
110	BREAKROOM	LVP	R	P	P	P	P	ACT
111	UNISEX	PT	CT	CT:P	CT:P	CT:P	CT:P	GYP
112	UNISEX	PT	CT	CT:P	CT:P	CT:P	CT:P	GYP
113	SHOWER	PT	CT	CT:P	CT:P	CT:P	CT:P	GYP
114	SHOP	C	-	P	P	P	P	EXP
115	COPY	LVP	R	P	P	P	P	ACT
116	CORRIDOR	LVP	R	P	P	P	P	ACT
117	JANITOR	SC	R	FRP	FRP	FRP	FRP	GYP
200	IT CLOSET	LVP	R	P	P	P	P	ACT
201	OPEN OFFICE	LVP	R	P	P	P	P	ACT
202	MECHANICAL	WD	R	P	P	P	P	GYP
203	STORAGE	LVP	R	P	P	P	P	ACT
204	OFFICE	CPT	R	P	P	P	P	ACT
205	OFFICE	CPT	R	P	P	P	P	ACT
206	MECHANICAL	WD	R	P	P	P	P	GYP
207	CONFERENCE	CPT	R	P	P	P	P	ACT
208	BALCONY	-	-	P	P	P	P	EXP

**MATERIAL LEGEND**

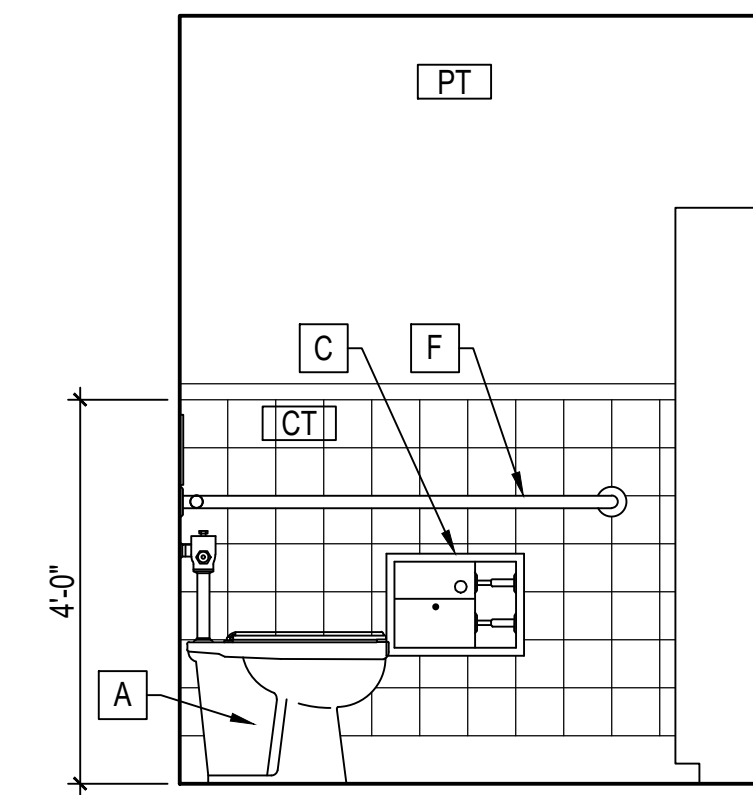
CODE	MATERIAL	MANUFACTURER /REMARKS
<b>FLOOR</b>		
CPT	CARPET	
LVP	LUXURY VINYL PLANKS	
PT	PORCELAIN TILE	
WD	EXISTING PLYWOOD DECK	
C	EXISTING CONCRETE	
SC	EXISTING CONCRETE SEALED	
<b>BASE</b>		
R	RUBBER BASE	
<b>WALLS</b>		
CT	CERAMIC TILE	
P	PAINT	
FRP	FIBERGLASS REINFORCED PANEL	
<b>CEILING</b>		
ACT	2'x2' ACOUSTICAL TILE	
GYP	PAINTED GYPSUM BOARD	
EXP	EXPOSED TO STRUCTURE ABOVE	
<b>MILLWORK</b>		
SSFR-1	3/4" SOLID SURFACING	
PLAM-1	PAINTED GYPSUM BOARD	
EXP	EXPOSED TO STRUCTURE ABOVE	



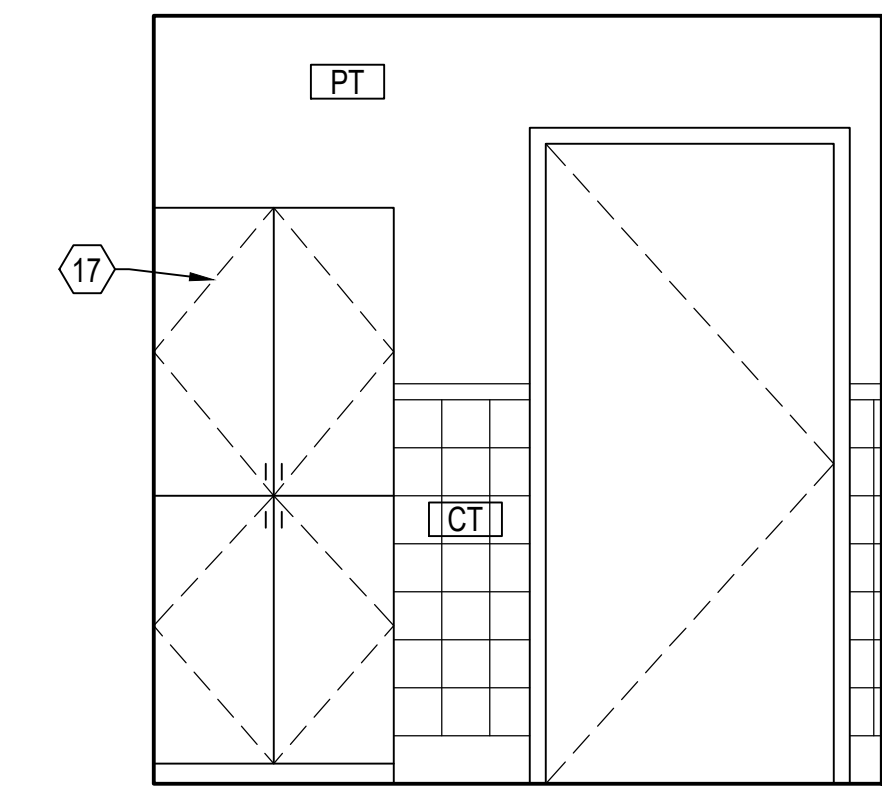
1 UNISEX ELEVATION - 108  
SCALE: 1/2" = 1'-0"



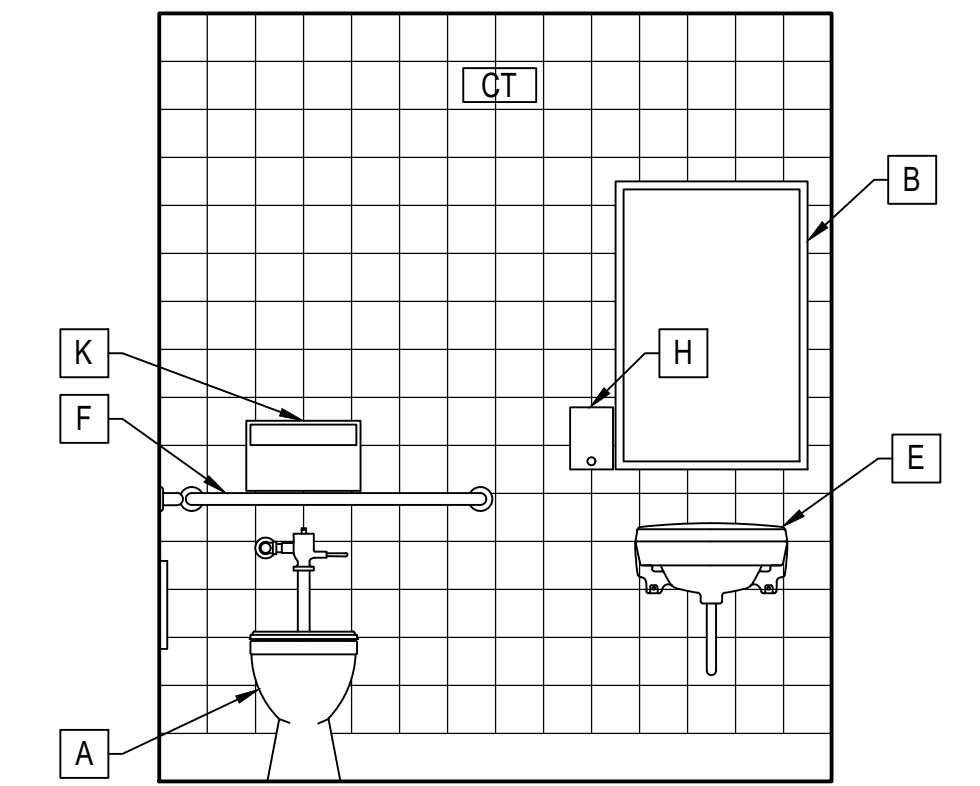
2 UNISEX ELEVATION - 108  
SCALE: 1/2" = 1'-0"



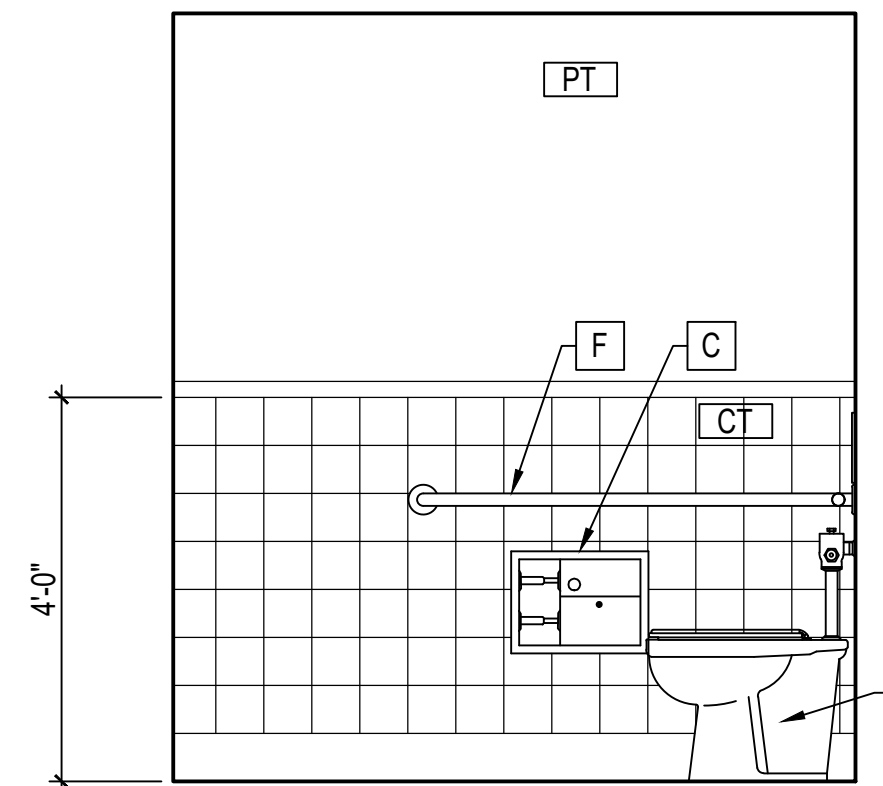
3 UNISEX ELEVATION - 108  
SCALE: 1/2" = 1'-0"



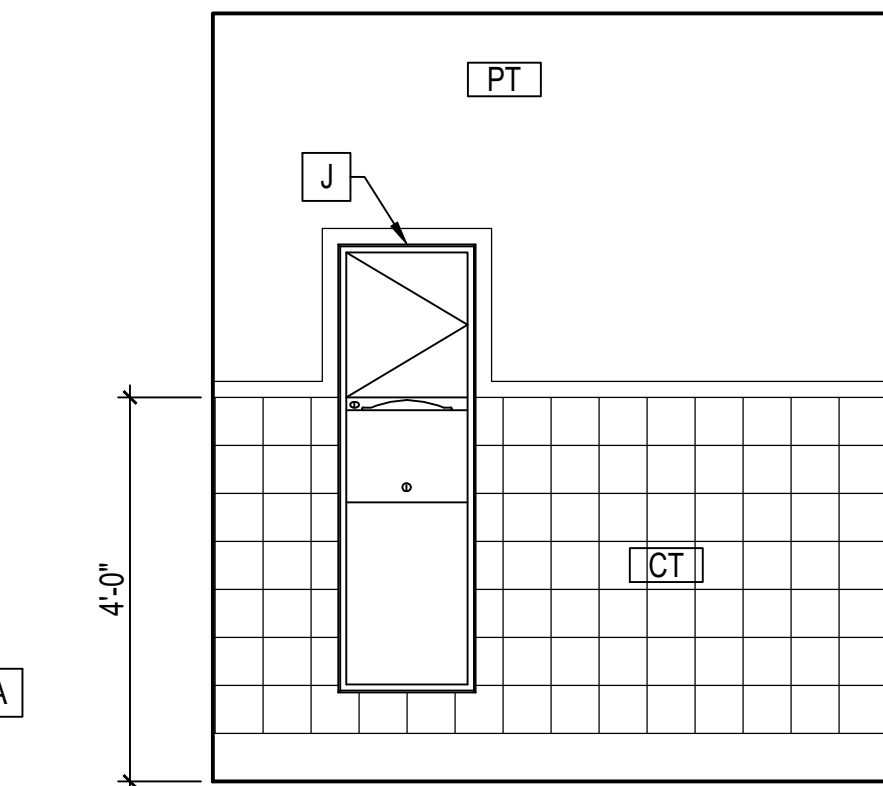
4 UNISEX ELEVATION - 108  
SCALE: 1/2" = 1'-0"



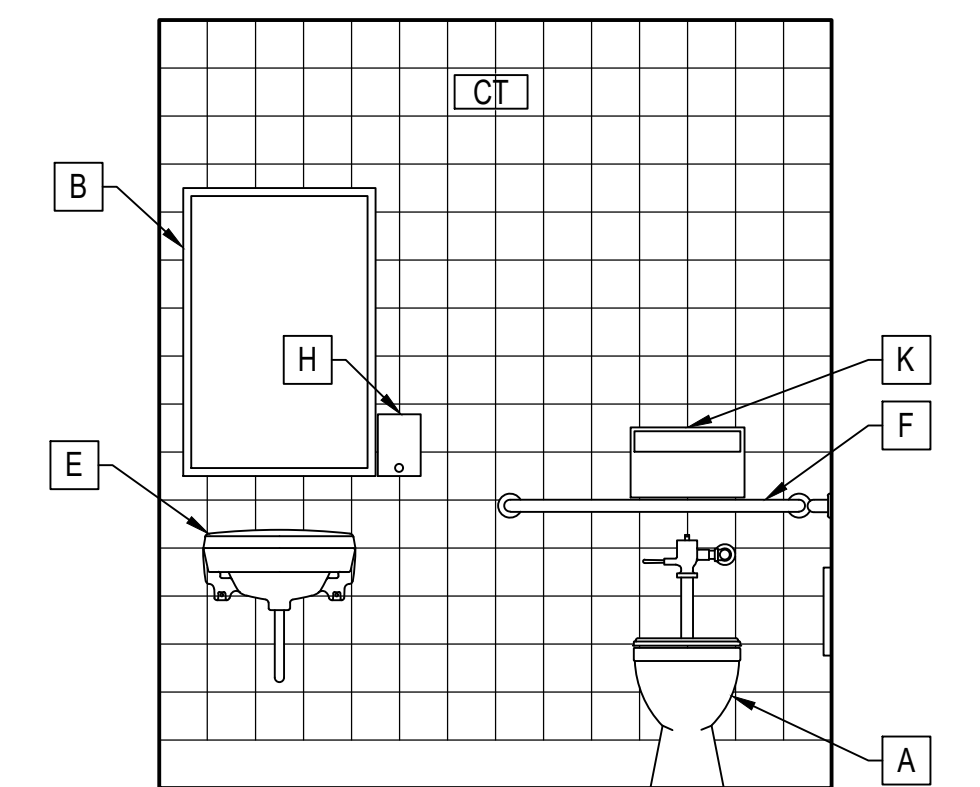
5 UNISEX ELEVATION - 111  
SCALE: 1/2" = 1'-0"



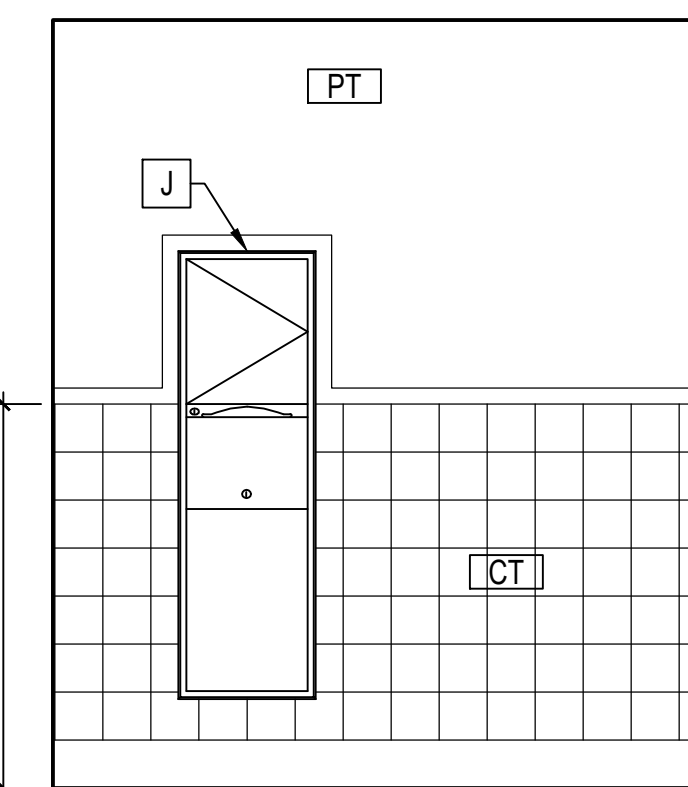
6 UNISEX ELEVATION - 111  
SCALE: 1/2" = 1'-0"



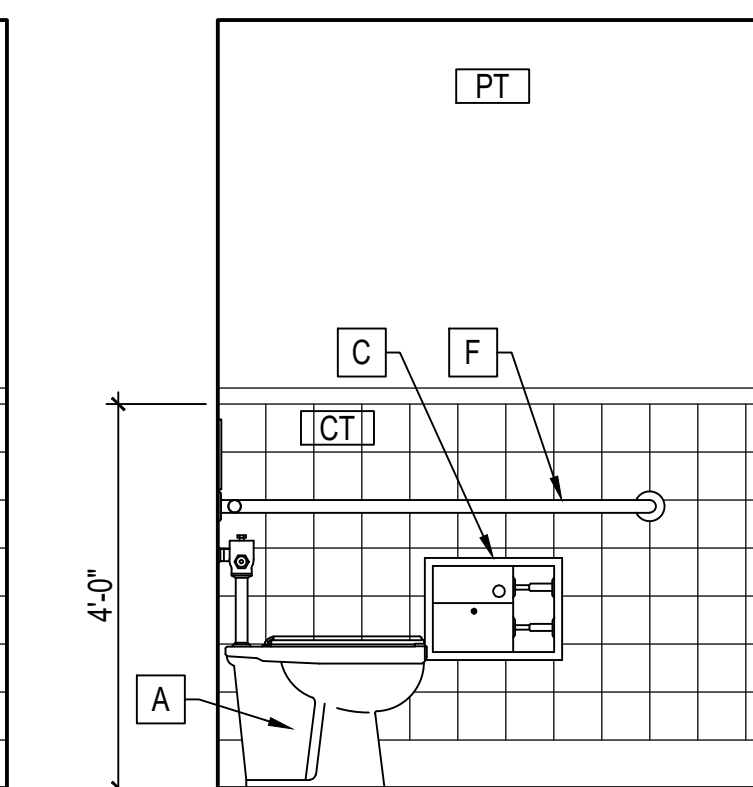
7 UNISEX ELEVATION - 111  
SCALE: 1/2" = 1'-0"



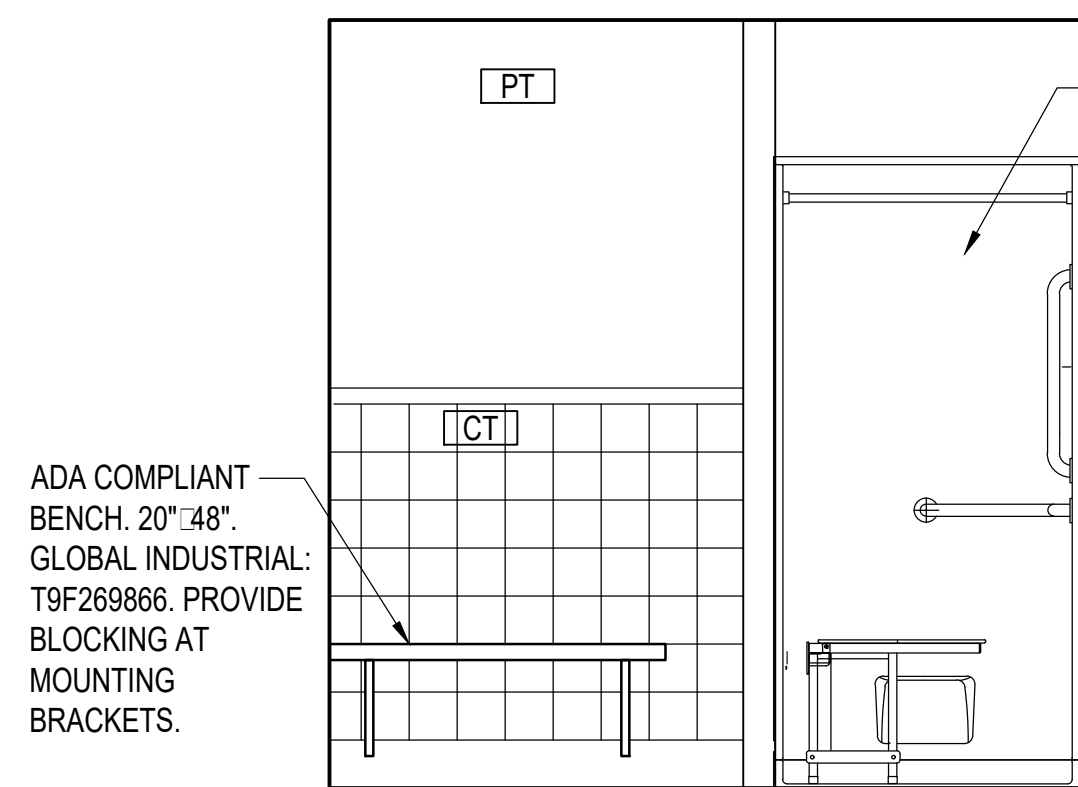
8 UNISEX ELEVATION - 112  
SCALE: 1/2" = 1'-0"



9 UNISEX ELEVATION - 112  
SCALE: 1/2" = 1'-0"



10 UNISEX ELEVATION - 112  
SCALE: 1/2" = 1'-0"

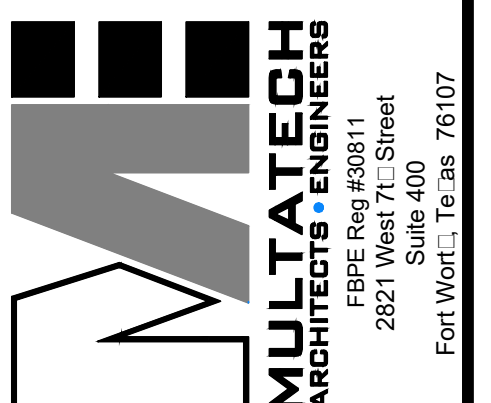
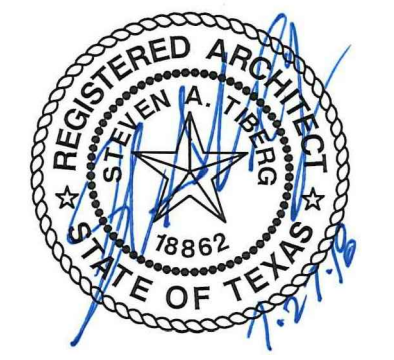


11 SHOWER - 113  
SCALE: 1/2" = 1'-0"

ADA COMPLIANT  
SHOWER, 36"x36",  
FREEDOM  
SHOWERS.  
MODEL:  
APF3838BF4P.5

ADA COMPLIANT  
BENCH, 20"x48".  
GLOBAL INDUSTRIAL:  
T9F269866. PROVIDE  
BLOCKING AT  
MOUNTING  
BRACKETS.

ISSUES		
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018

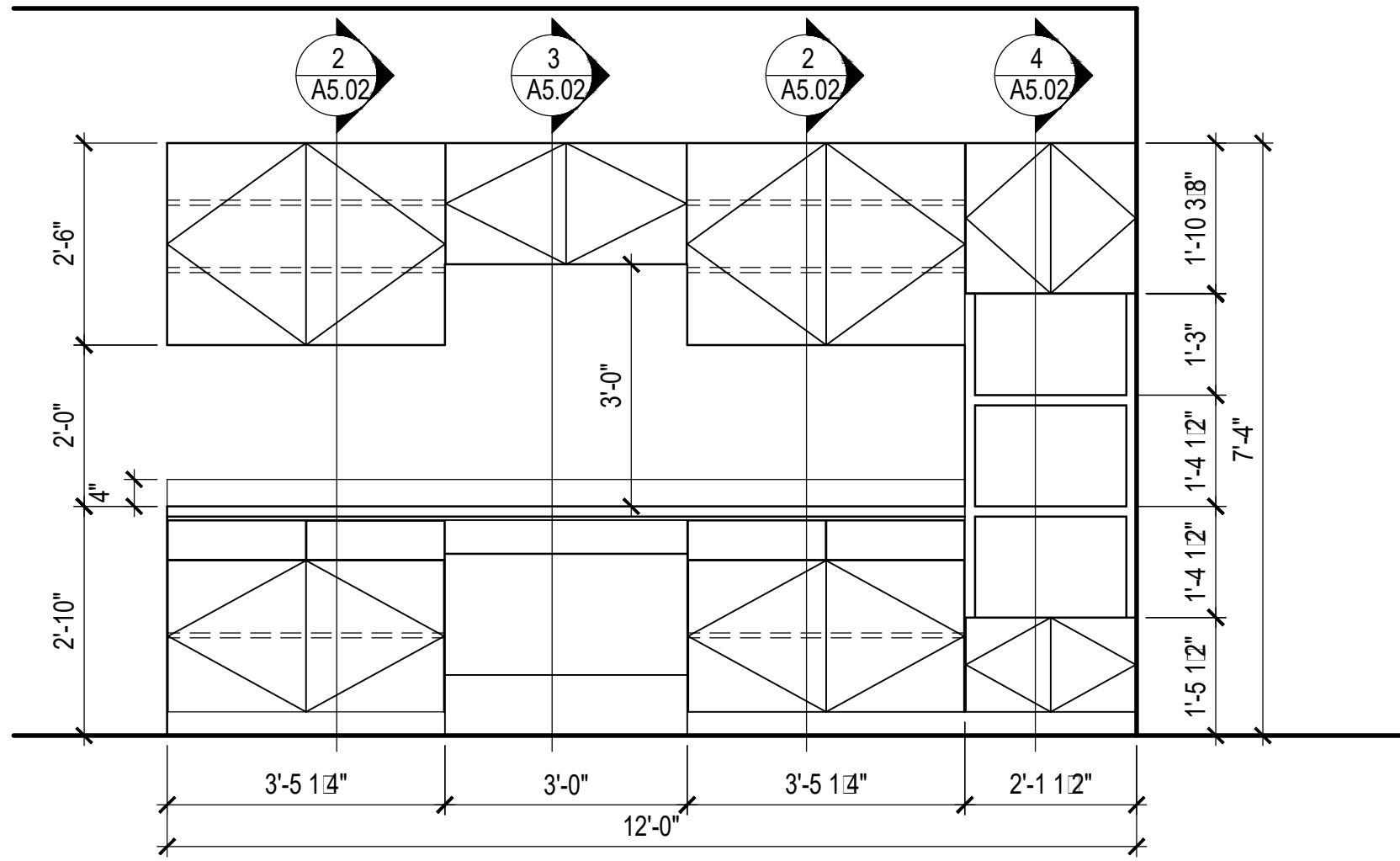


**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
1200 N CORINTH ST  
CORINTH, TEXAS 76208  
**FINISH SCHEDULE AND INTERIOR  
DETAILS**

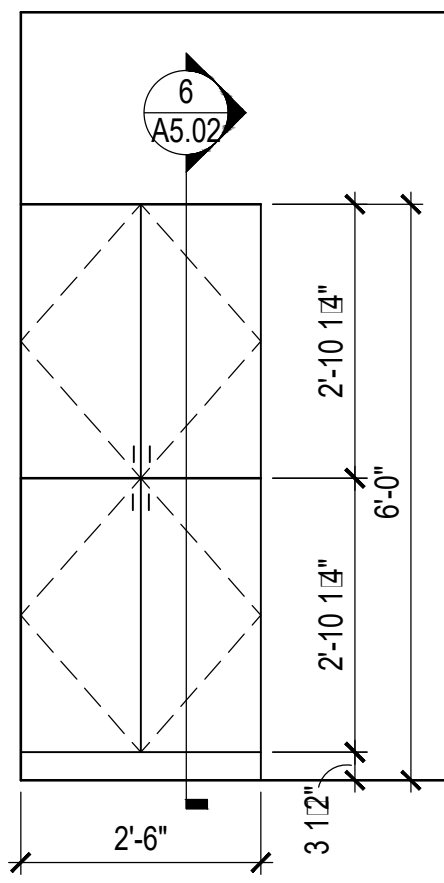
PROJECT #: 17142.00  
ISSUE DATE: 07.27.2018  
SHEET NUMBER:

**A5.01**

K:\2017\17142.00 CityofCorinth\_FacilityRehab\_LSE\06\_CAD\BUILDING A - REMODEL PWD\ARCH\A5.02 MILLWORK.dwg Jul 25, 2018 - 10:56am User: stiberg



1 MILLWORK ELEVATION - BREAK ROOM 110  
SCALE: 1/2" = 1'-0"

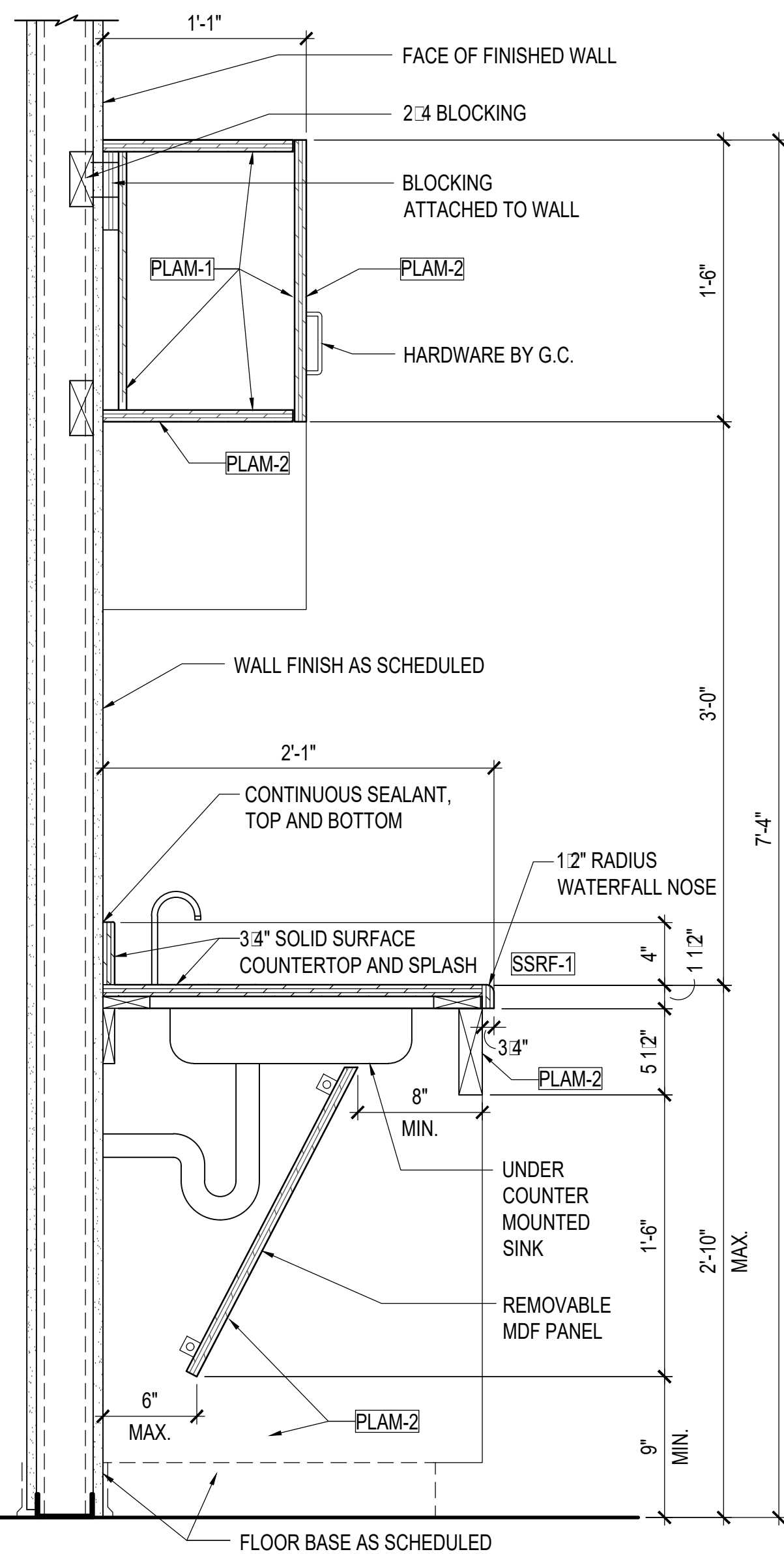
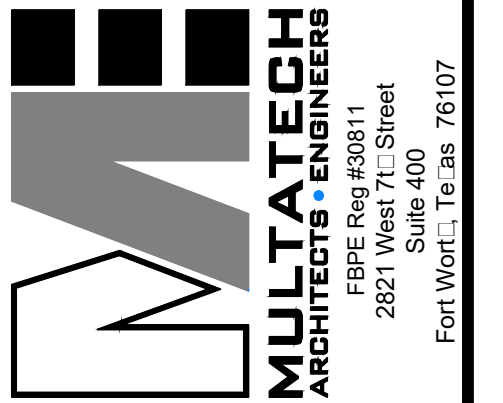


5 MILLWORK ELEVATION - UNISEX 108  
SCALE: 1/2" = 1'-0"

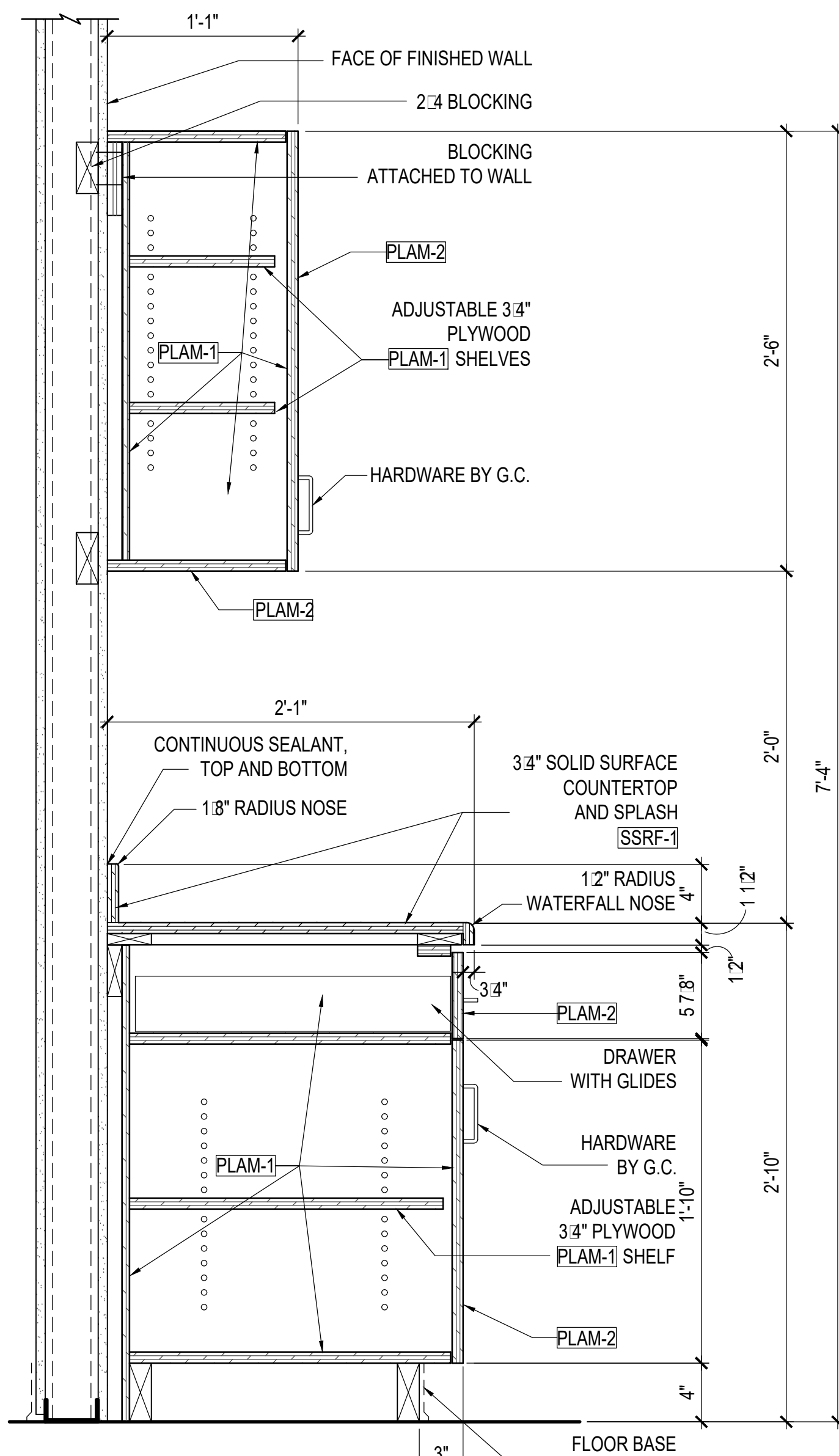
# GENERAL NOTES:

1. FINISH ALL EXPOSED EDGES AND SURFACES WITH MATCHING ADJACENT MATERIAL.
2. ALL MILLWORK HARDWARE SHALL BE STAINLESS STEEL FINISH.
3. ALL CABINET HARDWARE SHALL BE LEVEL GRADE 1.

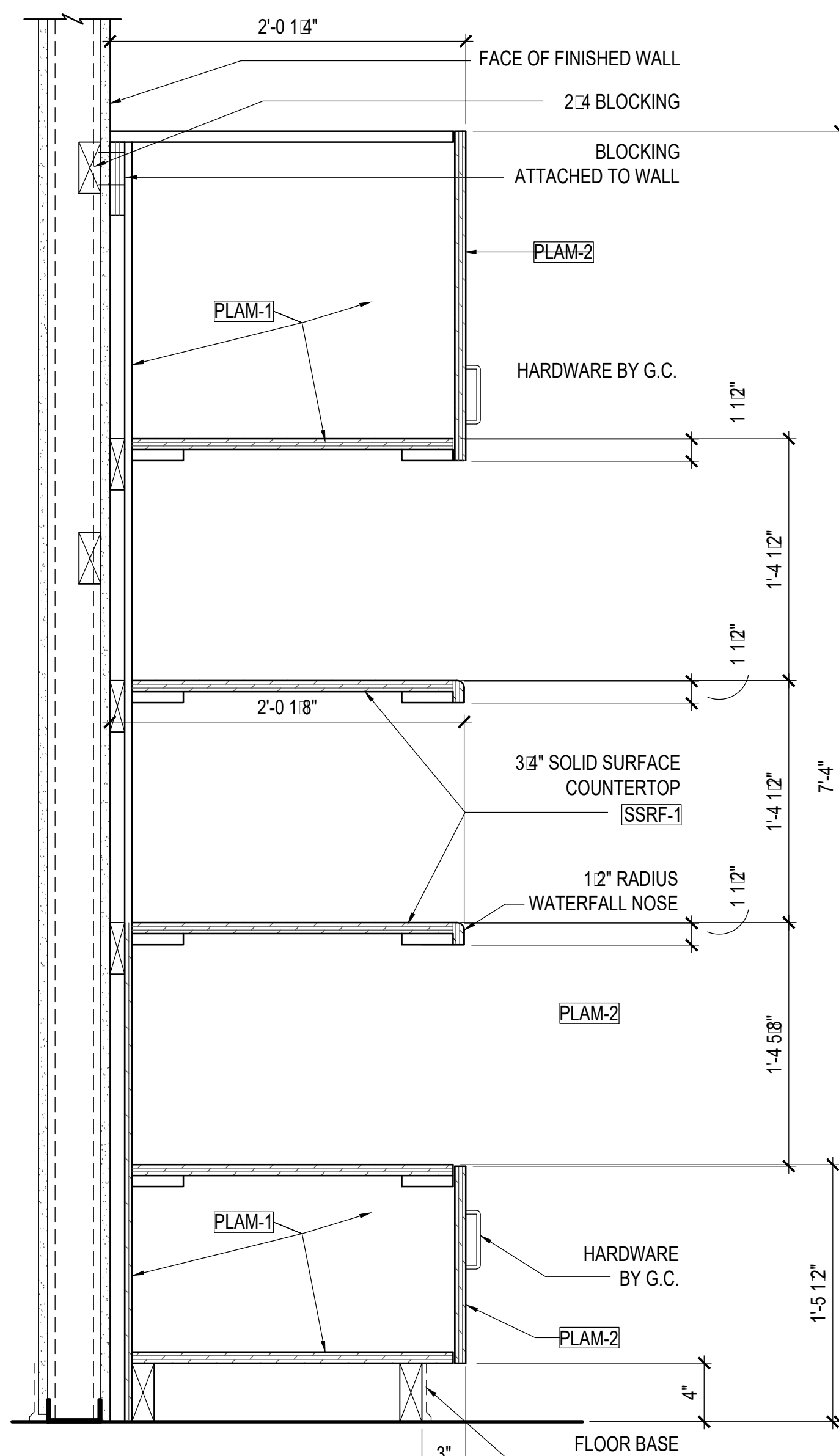
ISSUES		
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018



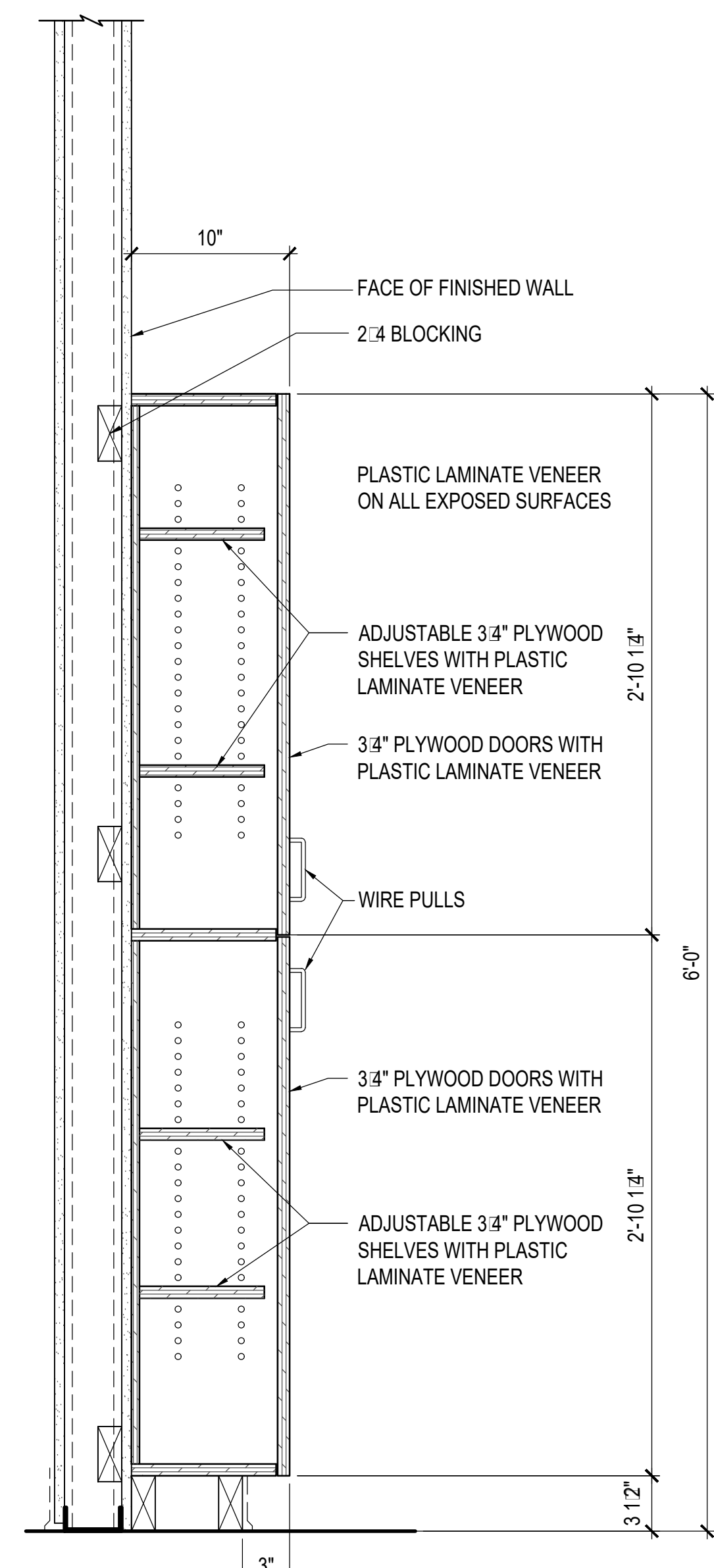
2 MILLWORK SECTION - BREAK ROOM 110  
SCALE: 1-1/2" = 1'-0"



3 MILLWORK SECTION - BREAK ROOM 110  
SCALE: 1-1/2" = 1'-0"



4 MILLWORK SECTION - BREAK ROOM 110  
SCALE: 1-1/2" = 1'-0"



6 MILLWORK SECTION - UNISEX 108  
SCALE: 1-1/2" = 1'-0"

**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
1200 N CORINTH ST  
CORINTH, TEXAS 76208  
MILLWORK ELEVATIONS AND  
DETAILS

PROJECT #: 17142.00  
ISSUE DATE: 07.27.2018  
SHEET NUMBER:

**A5.02**

K:\2017\17142.00 CityofCorinth\_FacilityRehab\_LSE\06\_CAD\BUILDING A - REMODEL PWD\ARCH\A6.01 DOOR SCHEDULE & DETAILS.dwg Jul 25, 2018 - 11:00am User: stiberg

## DOOR SCHEDULE

DOOR NM	ROOM NAME	DOOR							FIRE RATING	HDWR	FRAME				COMMENTS
		DOOR TYPE	SIZE (W x H)	THICKNESS	MATERIAL	FINISH	INSULATED	MATERIAL			FINISH	HEAD	JAMB	SILL	
100	RECEPTION - CORRIDOR	C	30" x 70"	1 3/4"	WD	ST	NO	---	3.1	HM	PT	1A6.01	1A6.01	-	---
101A	LOBBY - EXTERIOR	A	30" x 70"	1 3/4"	AL	PF	YES	---	1	AL	PF	4A6.01	4A6.01	5A6.01	---
101B	LOBBY - CORRIDOR	B	30" x 70"	1 3/4"	WD	ST	NO	---	4	HM	PT	1A6.01	1A6.01	-	---
102	UTILITY MGR - CORRIDOR	C	30" x 70"	1 3/4"	WD	ST	NO	---	3.1	HM	PT	1A6.01	1A6.01	-	---
103	STREET MGR - CORRIDOR	C	30" x 70"	1 3/4"	WD	ST	NO	---	3.1	HM	PT	1A6.01	1A6.01	-	---
104	PWD DIR - CORRIDOR	C	30" x 70"	1 3/4"	WD	ST	NO	---	3.1	HM	PT	1A6.01	1A6.01	-	---
105	CORRIDOR - CORRIDOR	B	30" x 70"	1 3/4"	WD	ST	NO	---	4	HM	PT	1A6.01	1A6.01	-	---
106	RECREATION - CORRIDOR	C	30" x 70"	1 3/4"	WD	ST	NO	---	3.1	HM	PT	1A6.01	1A6.01	-	---
107	CLOSET - CONFERENCE	D	30" x 70"	1 3/4"	WD	ST	NO	---	3.2	HM	PT	1A6.01	1A6.01	-	---
108	UNISEX - CORRIDOR	D	30" x 70"	1 3/4"	WD	ST	NO	---	6.3	HM	PT	1A6.01	1A6.01	-	---
109	CONFERENCE - CORRIDOR	C	30" x 70"	1 3/4"	WD	ST	NO	---	3.1	HM	PT	1A6.01	1A6.01	-	---
110	BREAK ROOM - SHOP	B	30" x 70"	1 3/4"	WD	ST	NO	---	5	HM	PT	1A6.01	1A6.01	-	---
111	UNISEX - SHOP	D	30" x 70"	1 3/4"	HM	PT	NO	---	6.3	HM	PT	1A6.01	1A6.01	-	---
112	UNISEX - SHOP	D	30" x 70"	1 3/4"	HM	PT	NO	---	6.3	HM	PT	1A6.01	1A6.01	-	---
113	SHOWER - SHOP	D	30" x 70"	1 3/4"	HM	PT	NO	---	6.3	HM	PT	1A6.01	1A6.01	-	---
115	COPY - CORRIDOR	C	30" x 70"	1 3/4"	WD	ST	NO	---	4	HM	PT	1A6.01	1A6.01	-	---
116	CORRIDOR	B	30" x 70"	1 3/4"	HM	PT	YES	---	2	HM	PT	1A6.01	1A6.01	-	---
117	JANITOR - SHOP	D	30" x 70"	1 3/4"	HM	PT	NO	---	6.2	HM	PT	1A6.01	1A6.01	-	---
200	IT - OPEN OFFICE	D	30" x 70"	1 3/4"	WD	ST	NO	---	3.2	HM	PT	1A6.01	1A6.01	-	---
201A	OPEN OFFICE - SHOP	B	30" x 70"	1 3/4"	HM	PT	YES	---	2	HM	PT	2A6.01	2A6.01	3A6.01	---
201B	OPEN OFFICE - EXTERIOR	B	30" x 70"	1 3/4"	HM	PT	YES	---	2	HM	PT	2A6.01	2A6.01	3A6.01	---
202	MECHANICAL - OPEN OFF.	D	30" x 70"	1 3/4"	WD	ST	NO	---	3.2	HM	PT	1A6.01	1A6.01	-	---
203	STORAGE - OPEN OFFICE	D	30" x 70"	1 3/4"	WD	ST	NO	---	3.2	HM	PT	1A6.01	1A6.01	-	---
204	OFFICE - OPEN OFFICE	C	30" x 70"	1 3/4"	WD	ST	NO	---	3.1	HM	PT	1A6.01	1A6.01	-	---
205	OFFICE - OPEN OFFICE	D	30" x 70"	1 3/4"	WD	ST	NO	---	3.1	HM	PT	1A6.01	1A6.01	-	---
206	MECHANICAL - OPEN OFF.	C	30" x 70"	1 3/4"	WD	ST	NO	---	3.2	HM	PT	1A6.01	1A6.01	-	---
207	CONFERENCE - OPEN OFF.	C	30" x 70"	1 3/4"	WD	ST	NO	---	3.1	HM	PT	1A6.01	1A6.01	-	---
208	CONFERENCE - BALCONY	D	30" x 70"	1 3/4"	HM	PT	YES	---	7	HM	PT	1A6.01	1A6.01	-	---

### DOOR SCHEDULE COMMENTS BY NUMBER

1.

### DOOR SCHEDULE GENERAL NOTES

- A. ALL DOORS TO BE SECURELY FASTENED IN PLACE, TRUE AND PLUMB, AND EXTERIOR DOORS WEATHER TIGHT
- B. ALL DOORS TO BE LOCKED SHALL HAVE A KEYING SCHEDULE APPROVED BY OWNER
- C. ALL DOOR HARDWARE TO COMPLY WITH ALL APPLICABLE ACCESSIBILITY JURISDICTIONS INCLUDING BUT NOT LIMITED TO STATE AND ADA ACCESSIBILITY REQUIREMENTS
- D. REFER TO GENERAL ACCESSIBILITY SHEET FOR ALL CLEARANCE RELATED DETAILS
- E. SUBMITTALS ARE REQUIRED FOR ALL DOORS AND DOOR HARDWARE
- F. CONTRACTOR SHALL DETERMINE DOOR FRAME WIDTHS BASED ON PLAN LOCATION AND PARTITION TYPE.
- G. REFER TO ROOM FINISH SCHEDULE FOR SPECIFIC INFORMATION ON DOOR FINISHES

### ABBREVIATIONS

HM HOLLOW METAL  
 HDWR HARDWARE  
 NM NUMBER  
 PF PREFINISHED  
 PT PAINT  
 ST STAIN  
 WD WOOD

## HARDWARE SCHEDULE

HDWR MARK	DESCRIPTION	HDWR MARK	DESCRIPTION	HDWR MARK	DESCRIPTION	HDWR MARK	DESCRIPTION
1	1 - CONTINUOUS HINGE EXIT DEVICE PULL CLOSER KICK DOWN DOOR STOP DEAD BOLT THRESHOLD (ADA) WEATHERSTRIPPING DOOR SWEEP	2	1 1/2 PAIR BALL BEARING HINGES LOCKSET (ADA LEVER TYPE HANDLE) THRESHOLD (ADA) WEATHERSTRIPPING DOOR SWEEP CLOSER KICK DOWN DOOR STOP EXIT DEVICE SILENCERS	3	1 1/2 PAIR BALL BEARING HINGES LOCKSET (ADA LEVER TYPE HANDLE) WALL STOP SILENCERS	4	1 1/2 PAIR BALL BEARING HINGES PUSH PULL CLOSER KICK DOWN DOOR STOP WALL STOP SILENCERS
5	1 1/2 PAIR BALL BEARING HINGES PUSH PULL CLOSER DEAD BOLT KICK DOWN DOOR STOP WALL STOP SILENCERS GASKET	6	1 1/2 PAIR BALL BEARING HINGES LOCKSET CLOSER KICK PLATE KICK DOWN DOOR STOP WALL STOP GASKET	7	1 1/2 PAIR BALL BEARING HINGES LOCKSET (ADA LEVER TYPE HANDLE) WALL STOP SILENCERS THRESHOLD (ADA) WEATHERSTRIPPING DOOR SWEEP CLOSER KICK DOWN DOOR STOP	<b>HARDWARE NOTES:</b> ALL HARDWARE TO BE: HEAVY DUTY COMMERCIAL GRADE 1 SINGLE SOURCE ADA COMPLIANT PROVIDE MASTER KEYING AS SCHEDULED BY OWNER.	

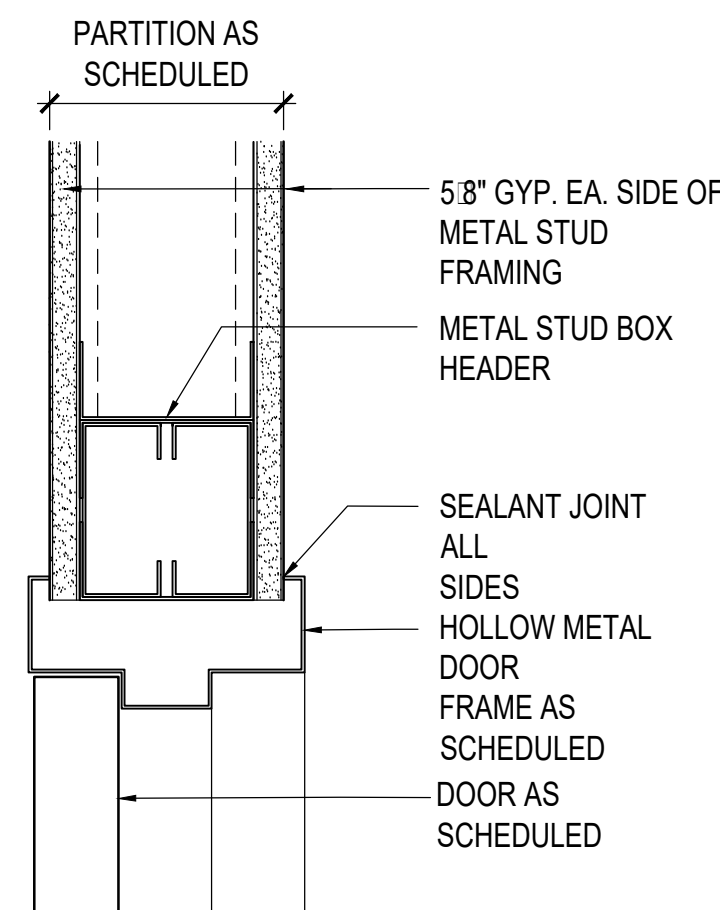
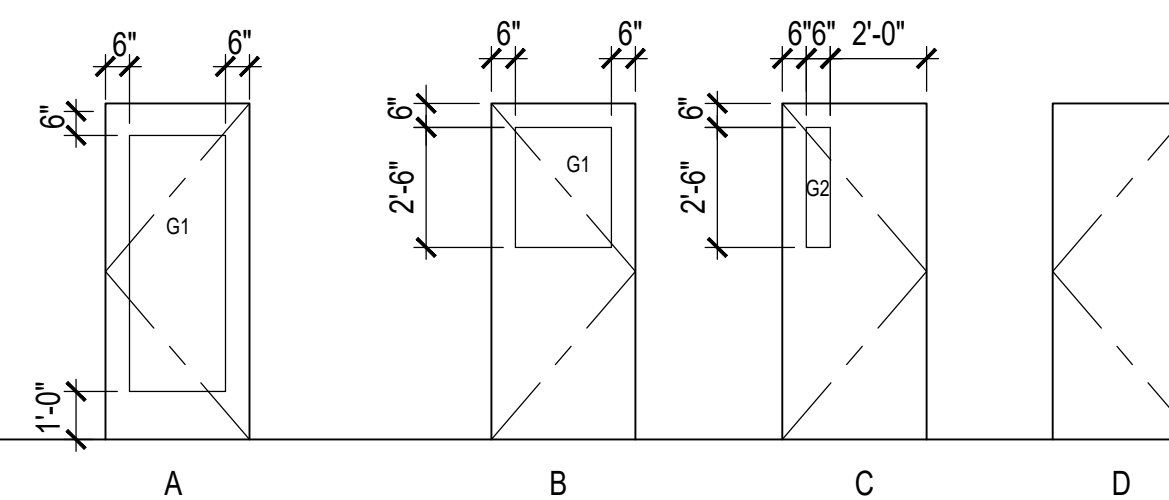
### LOCKSETS

- 1 - ENTRY OFFICE FUNCTION  
 LOCK HAS A KEY ON ONE SIDE AND A PUSH BUTTON ON THE OTHER, WHEN BUTTON IS DEPRESSED, IT CAN ONLY BE UNLOCKED FROM THE OUTSIDE WITH KEY, TURNING THE HANDLE ON THE INSIDE WILL MAKE THE BUTTON POP OUT WHICH UNLOCKS THE DOOR UNTIL EITHER THE BUTTON IS DEPRESSED AGAIN OR IT IS LOCKED FROM THE OUTSIDE WITH KEY
- 2 - STOREROOM FUNCTION  
 LOCK HAS KEY ON ONE SIDE AND BLANK HANDLE ON THE OTHER SIDE (NO KEY OR BUTTON), REMAINS LOCKED AT ALL TIMES FROM THE OUTSIDE (KEY SIDE) AND REQUIRES KEY TO OPEN IT EVERY TIME DOOR IS OPENED, ALWAYS UNLOCKED FROM INSIDE.
- 3 - PRIVACY FUNCTION  
 LOCK HAS PUSH BUTTON ON ONE SIDE AND EMERGENCY RELEASE KEY ON THE OTHER SIDE, IT CAN BE LOCKED FROM THE INSIDE BUT CAN BE OPENED FROM OUTSIDE WITH TOOL OR KEY.
- 4 - PASSAGE FUNCTION  
 HAS NO KEY OR PUSH BUTTON ON EITHER SIDE, CONSISTS OF TWO BLANK HANDLES, BOTH SIDES ALWAYS UNLOCKED.

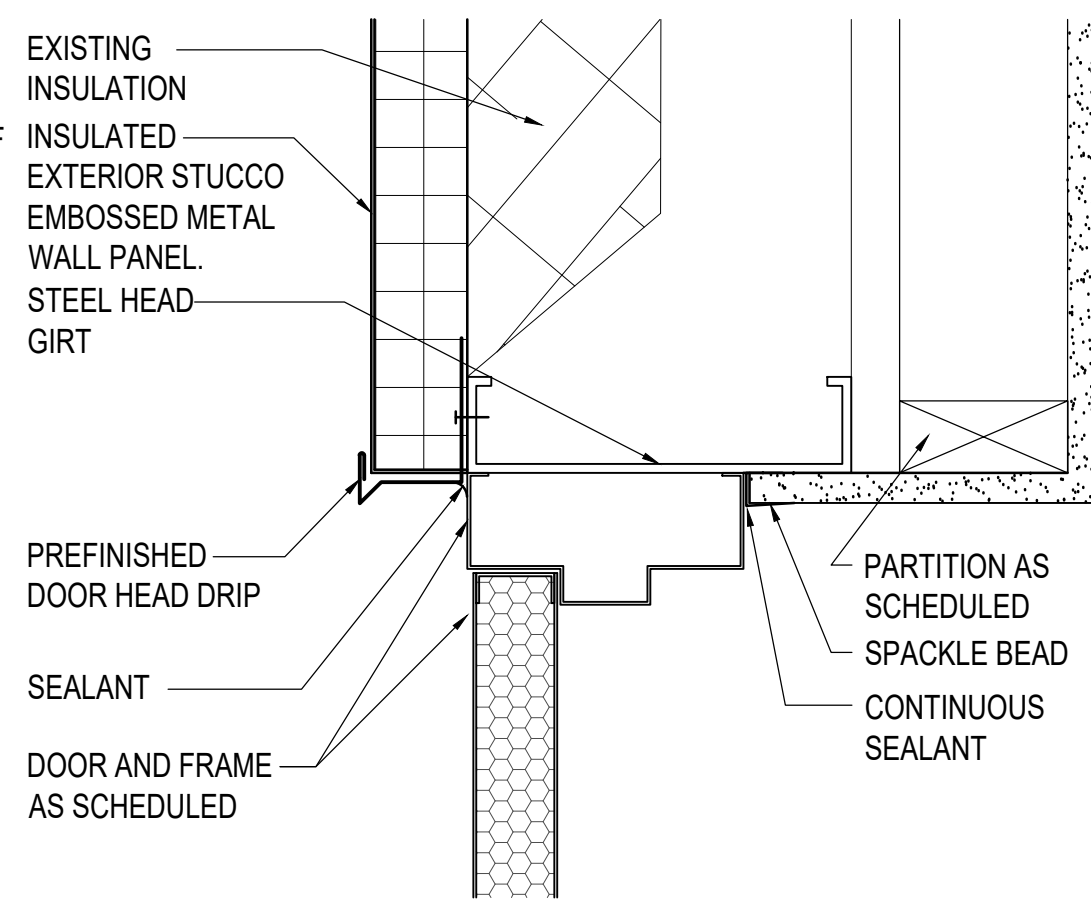
### BASIS OF DESIGN

EXIT DEVICE: SARGENT 8800.66 ET

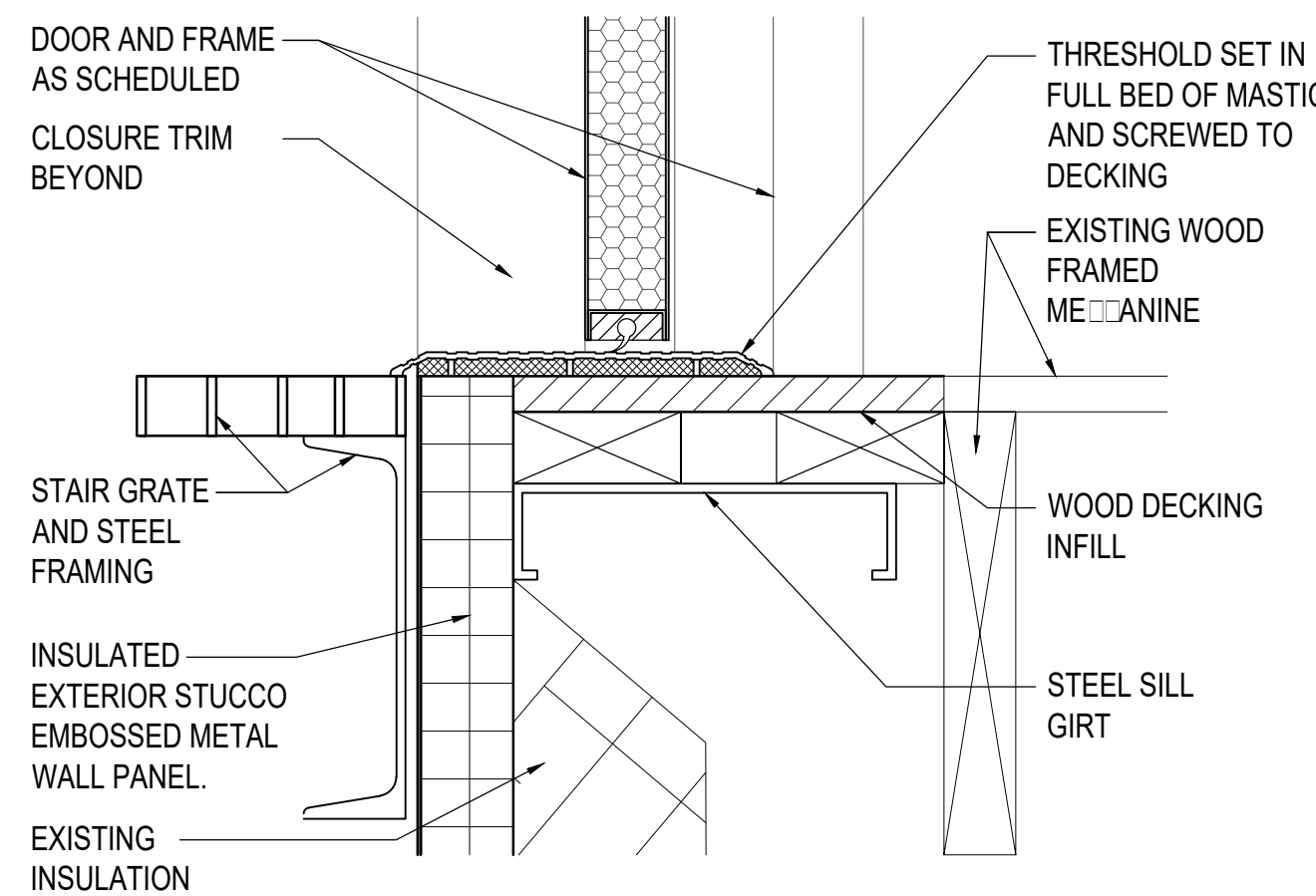
## DOOR ELEVATIONS



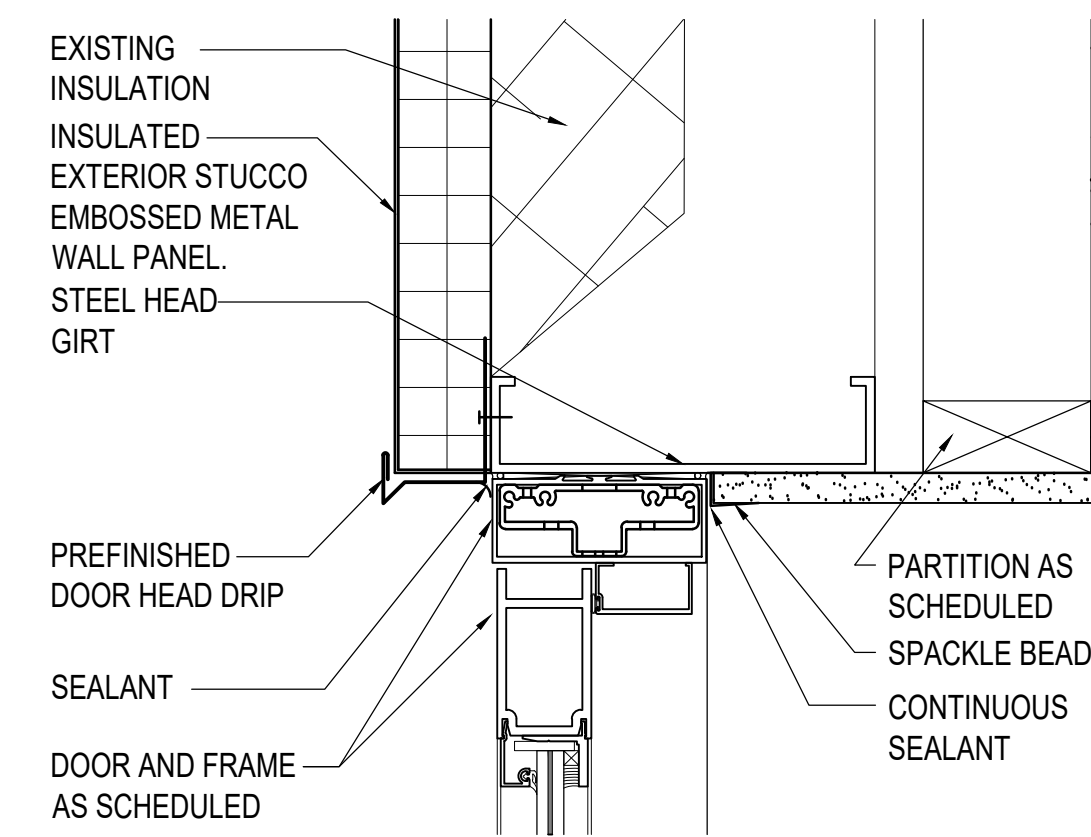
**1 HEAD JAMB SIMILAR**  
SCALE: 3" = 1'-0"



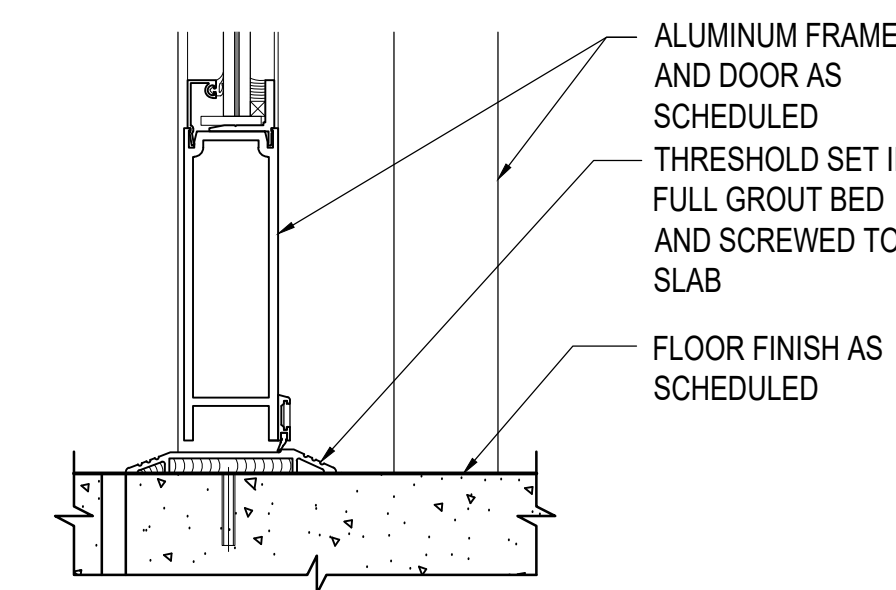
**2 HEAD JAMB SIMILAR**  
SCALE: 3" = 1'-0"



**3 SILL**  
SCALE: 3" = 1'-0"



**4 HEAD JAMB SIMILAR**  
SCALE: 3" = 1'-0"

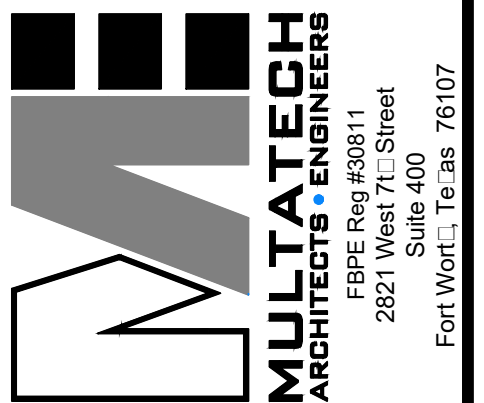


**5 SILL**  
SCALE: 3" = 1'-0"

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE. ADJUST ACCORDINGLY.

### ISSUES

NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018



**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
 1200 N CORINTH ST  
 CORINTH, TEXAS 76208  
**DOOR SCHEDULE AND DETAILS**

PROJECT #: 17142.00  
 ISSUE DATE: 07.27.2018  
 SHEET NUMBER:

# A6.01

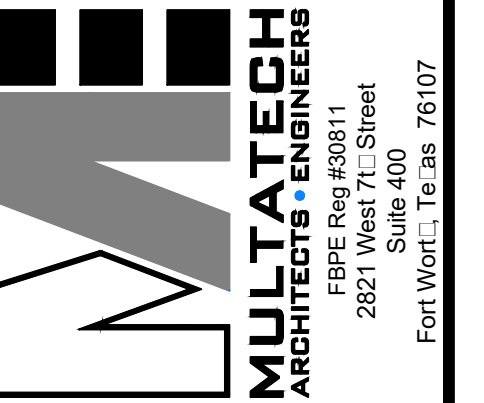


**FURNISHING PLAN NOTES:**

- FURNITURE SHOWN ON THIS PLAN IS FOR INFORMATION PURPOSES ONLY. ALL FURNITURE WILL BE SELECTED AND ACQUIRED BY THE OWNER.

**ISSUES**

NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018



**PUBLIC WORKS DEPARTMENT  
BUILDING REMODEL  
1200 N CORINTH ST  
CORINTH, TEXAS 76208  
ENLARGED FIRST FLOOR  
FURNISHING PLAN**

PROJECT #: 17142.00

ISSUE DATE: 07.27.2018

SHEET NUMBER:

**A7.01**



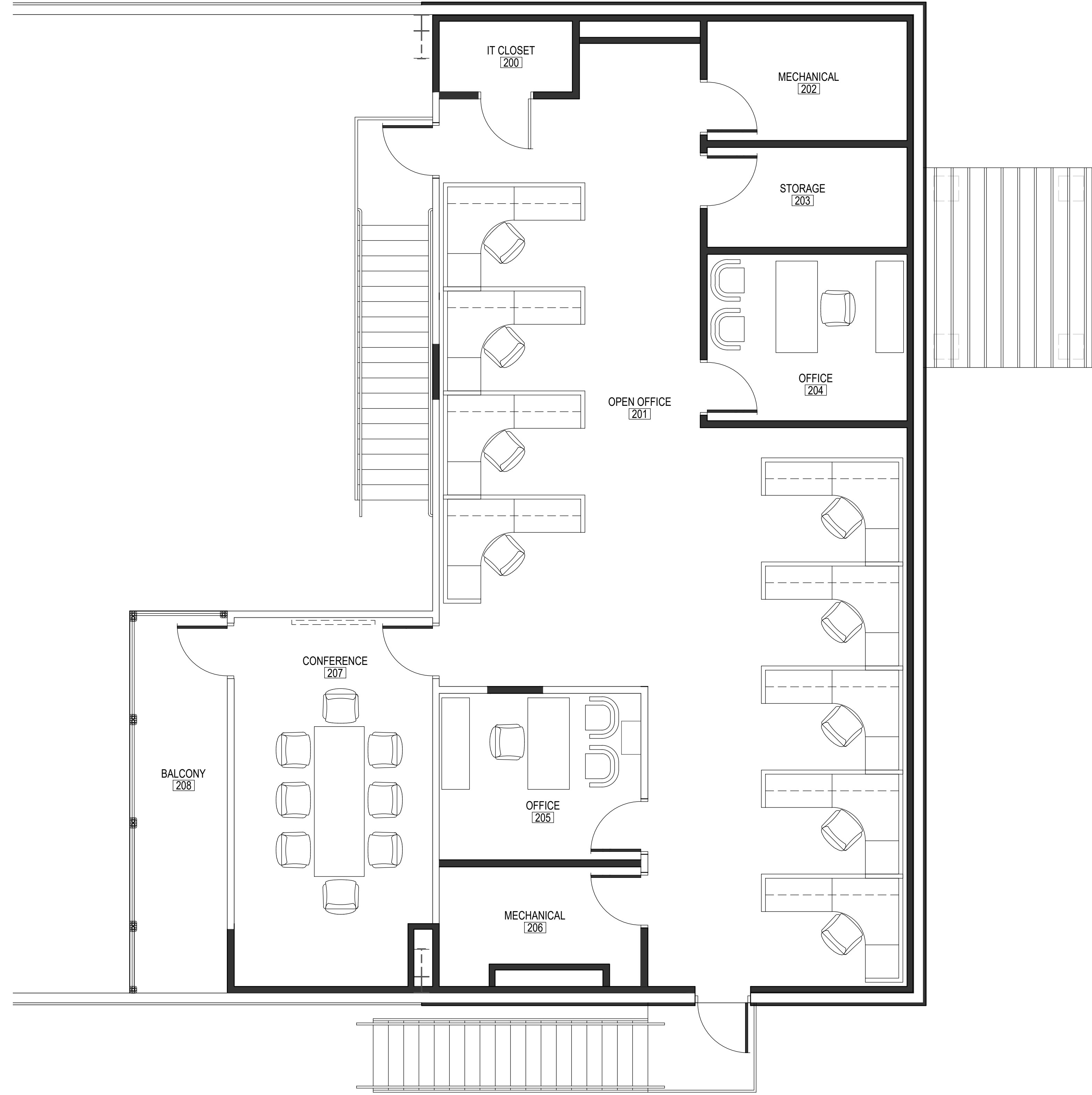
**1**

**ENLARGED FIRST FLOOR FURNISHING PLAN**

SCALE: 1/4" = 1'-0"

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE. ADJUST ACCORDINGLY.

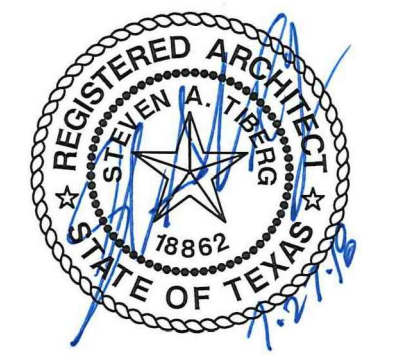
ONE INCH



FURNISHING PLAN NOTES:

1. FURNITURE SHOWN ON THIS PLAN IS FOR INFORMATION PURPOSES ONLY. ALL FURNITURE WILL BE SELECTED AND ACQUIRED BY THE OWNER.

ISSUES		
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018



**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
 1200 N CORINTH ST  
 CORINTH, TEXAS 76208  
 ENLARGED SECOND FLOOR  
 FURNISHING PLAN

PROJECT #: 17142.00  
 ISSUE DATE: 07.27.2018  
 SHEET NUMBER:

**A7.02**

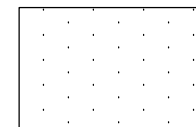

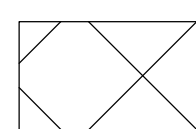


**1 ENLARGED SECOND FLOOR FURNISHING PLAN**  
 SCALE: 1/4" = 1'-0"

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & ADJUST ACCORDINGLY.  
 ONE INCH



**FINISH LEGEND**

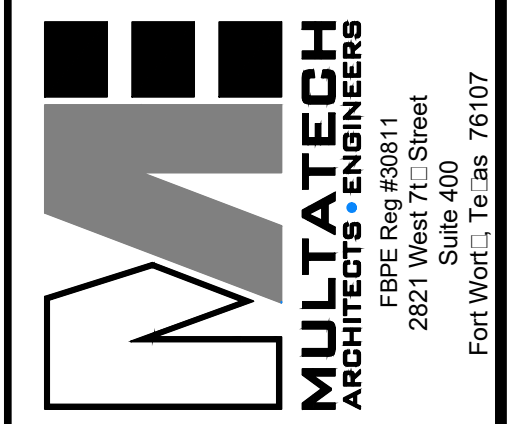
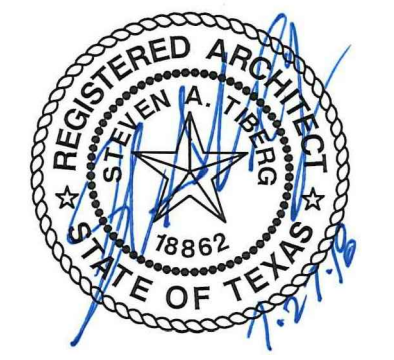
-  CARPET TILE - SEE ROOM FINISH SCHEDULE A5.01
-  LUXURY VINLY PLANK - SEE ROOM FINISH SCHEDULE A5.01
-  PORCELAIN TILE - SEE ROOM FINISH SCHEDULE A5.01

**FLOOR FINISH NOTES:**

1. FLOOR FINISH PLAN IS FOR VISUAL REFERENCE ONLY. REFER TO SHEET A5.01 FINISH SCHEDULE FOR FINISHES.

**ISSUES**

NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018



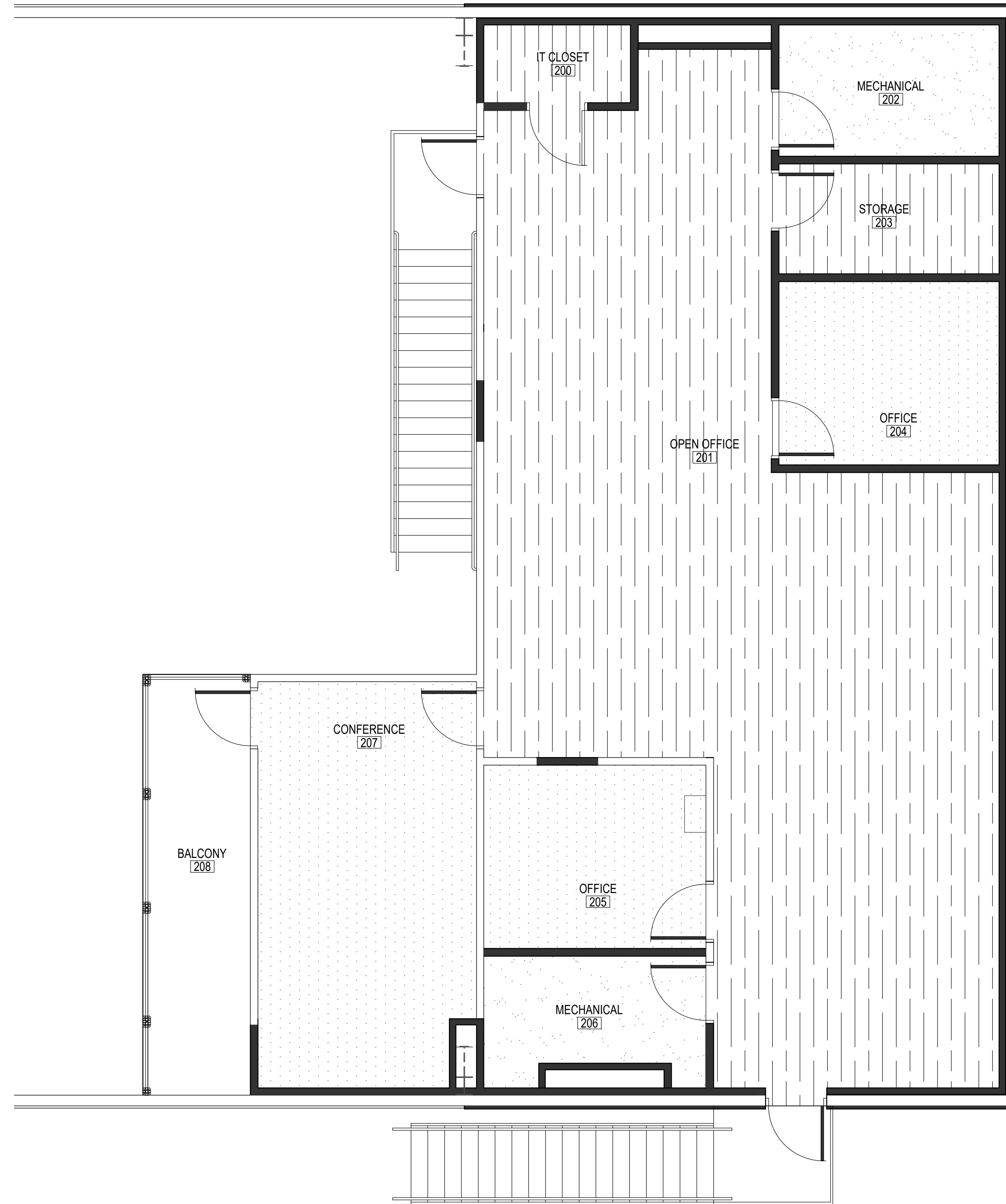
**PUBLIC WORKS DEPARTMENT  
BUILDING REMODEL  
1200 N CORINTH ST  
CORINTH, TEXAS 76208  
ENLARGED FIRST FLOOR  
FINISH PLAN**

PROJECT #: 17142.00  
ISSUE DATE: 07.27.2018  
SHEET NUMBER:

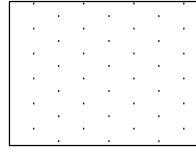
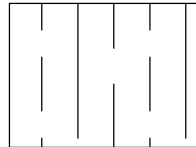
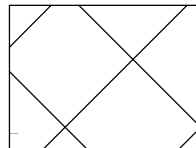
**A8.01**

**1 ENLARGED FIRST FLOOR FINISH PLAN**  
SCALE: 1/4" = 1'-0"  
NORTH

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & ADJUST ACCORDINGLY.  
ONE INCH



**FINISH LEGEND**

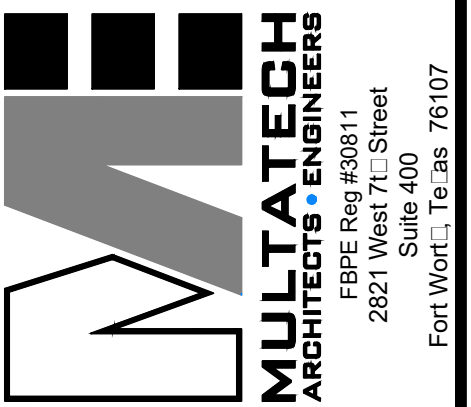
-  CARPET TILE - SEE ROOM FINISH SCHEDULE A5.01
-  LUXURY VINLY PLANK - SEE ROOM FINISH SCHEDULE A5.01
-  PORCELAIN TILE - SEE ROOM FINISH SCHEDULE A5.01

**FLOOR FINISH NOTES:**

1. FLOOR FINISH PLAN IS FOR VISUAL REFERENCE ONLY. REFER TO SHEET A5.01 FINISH SCHEDULE FOR FINISHES.

**ISSUES**

NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018



**PUBLIC WORKS DEPARTMENT  
BUILDING REMODEL  
1200 N CORINTH ST  
CORINTH, TEXAS 76208  
ENLARGED SECOND FLOOR  
FINISH PLAN**

PROJECT #: 17142.00

ISSUE DATE: 07.27.2018

SHEET NUMBER:

**A8.02**



**1 ENLARGED SECOND FLOOR FINISH PLAN**  
SCALE: 1/4" = 1'-0"

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & ADJUST ACCORDINGLY.

ONE INCH

P:\Multitech\2018\Corinth PWD Renovation - Corinth, TX\Canopy & Stairs\5\_Sheets.dwg Jul 26, 2018 - 1:41pm User: Greg

## GENERAL CONDITIONS

- CODE: 2015 INTERNATIONAL BUILDING CODE
- SERVICE BUILDING GRAVITY LOADS:
  - A. LIVE LOAD: ROOF 20 PSF
  - B. SNOW LOAD: GROUND SNOW LOAD  $P_g$  5 PSF
- SERVICE BUILDING LATERAL LOADS:
  - A. WIND LOADS:
    - 1. BASIC WIND SPEED (3-SECOND GUST): 115 MPH
    - 2. WIND EXPOSURE CATEGORY: C
    - 3. RISK CATEGORY: II
    - 4. INTERNAL PRESSURE COEFFICIENT ( $G_{cp}$ ): ±0.18
  - B. SEISMIC LOADS:
    - 1. RISK CATEGORY: II
    - 2. SEISMIC IMPORTANCE FACTOR ( $I_e$ ): 1.0
    - 3. MAPPED SPECTRAL RESPONSE COEFFICIENT ( $S_s$ ): 0.109
    - 4. MAPPED SPECTRAL RESPONSE COEFFICIENT ( $S_1$ ): 0.054
    - 5. SITE CLASS: D
    - 6. SPECTRAL RESPONSE COEFFICIENT ( $S_{ds}$ ): 0.116
    - 7. SPECTRAL RESPONSE COEFFICIENT ( $S_{d1}$ ): 0.087
    - 8. SEISMIC DESIGN CATEGORY: B
- STRUCTURE WAS DESIGNED IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE, 2015 EDITION (IBC 2015).
- CONSULT STRUCTURAL ENGINEER IF LOCATIONS OR DESIGN WEIGHTS OF ROOF TOP UNITS DIFFER FROM THOSE ON PLANS.
- FIELD VERIFY ALL RELEVANT DIMENSIONS AND CONDITIONS AT EXISTING STRUCTURES PRIOR TO STARTING SHOP DRAWINGS AND THE CONSTRUCTION PROCESS IN THOSE AREAS. SUBMIT APPROPRIATE PLANS AND DETAILS REFLECTING THE FIELD VERIFIED EXISTING CONDITIONS FOR THE ARCHITECTS USE.
- EXISTING CONDITIONS WHICH REQUIRE MODIFICATIONS TO THE DESIGN OF THE PROPOSED CONSTRUCTION SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE SADLER GROUP.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO START OF CONSTRUCTION.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF OTHER TRADES (MECHANICAL, ELECTRICAL, & ETC.) PRIOR TO FABRICATION AND INSTALLATION OF MATERIALS.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ARCHITECTURAL AND STRUCTURAL DRAWINGS PRIOR TO FABRICATION, FORMING, OR PLACEMENT OF MATERIALS. GENERAL CONTRACTOR SHALL REPORT DISCREPANCIES IMMEDIATELY TO ARCHITECT AND SHALL PROCEED WITH CONSTRUCTION ONLY AFTER DISCREPANCY HAS BEEN RESOLVED.
- THE DETAILS DESIGNATED AS "TYPICAL DETAILS" APPLY GENERALLY TO THE DRAWINGS IN ALL AREAS WHERE CONDITIONS ARE SIMILAR TO THOSE SHOWN IN THE DETAILS.
- IF A CONFLICT EXIST BETWEEN PLANS AND SPECIFICATION, OR BETWEEN STRUCTURAL AND ARCHITECTURAL DRAWINGS THE CONTRACTOR SHALL REQUEST WRITTEN CONFIRMATION. IF IT IS NOT RESOLVED PRIOR TO SUBMITTING BIDS, THE CONTRACTOR SHALL PRICE THE MOST EXPENSIVE OPTION.
- MATERIALS OR PRODUCTS SUBMITTED FOR APPROVAL WHICH ARE NOT AS SPECIFIED IN THE DOCUMENT SHALL BE ACCOMPANIED BY A CURRENT I.C.B.O. (INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS) REPORT. MATERIALS OR PRODUCTS THAT DO NOT HAVE I.C.B.O. REPORTS INDICATING THE SUBSTITUTED MATERIAL OR PRODUCT TO BE EQUAL TO THAT SPECIFIED, WILL NOT BE CONSIDERED.

## SITE NOTES

- THE FOUNDATION DESIGN IS BASED ON THE SOILS REPORTS PREPARED BY TTL, INC., PROJECT #000180801663.00 DATED JULY 11, 2018.
- FOOTINGS ARE DESIGNED, ON THE BASIS OF AN ALLOWABLE BEARING CAPACITY OF 2,500 PSF.
- ALL FOOTINGS SHALL BE FOUNDED A MINIMUM OF 2 FEET BELOW EXISTING GROUND SURFACE.
- THE FOOTING EXCAVATIONS SHALL BE MADE TO NEAT LINES AND SHALL BE FREE OF LOOSE OR WET MATERIALS. CONCRETE SHALL BE PLACED DIRECTLY AGAINST THE SOIL WITHOUT FORMING.
- ALL FOOTINGS SHALL BE INSPECTED BY THE SOIL ENGINEER PRIOR TO PLACING CONCRETE IN ORDER TO ASSURE THAT THE BEARING SURFACES ARE CONSISTENT WITH DESIGN RECOMMENDATIONS.
- WHERE SOFT AREAS ARE ENCOUNTERED THE AREA SHALL BE UNDERCUT AS REQUIRED AND REPLACED WITH COMPACTED FILL OR CONCRETE. THE FILL SHALL BE COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D 698.
- PLACEMENT OF FILL SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
- BUILDING PAD SHALL BE AS FOLLOWS:
  - A. THE BUILDING SITE AND AREAS TO BE PAVED SHALL BE STRIPPED OF ALL TOPSOIL, VEGETATION, ROOTS, OLD CONSTRUCTION DEBRIS, OR OTHER ORGANIC MATERIAL. ANY EXISTING FILL SHALL BE REMOVED.
  - B. CONTRACTOR SHALL UNDERCUT THE EXISTING SUBGRADE TO A DEPTH OF FOUR (4) FEET AND REPLACE WITH SELECT FILL.
  - C. THE SUB GRADE SHALL BE FIRM AND ABLE TO SUPPORT THE CONSTRUCTION EQUIPMENT WITHOUT DISPLACEMENT AND BE COMPACTED AS RECOMMENDED HEREIN. SOFT OR YIELDING SUB GRADE SHALL BE CORRECTED AND MADE STABLE BEFORE CONSTRUCTION PROCEEDS. ANY OLD FILL FOUND ON THE SITE SHALL BE RE-WORKED TO PROVIDE ADEQUATE SUPPORT FOR FOUNDATIONS AND PAVEMENTS OR SHALL BE REMOVED. THE SUB GRADE SHALL BE PROOF ROLLED TO DETECT ANY SOFT SPOTS, WHICH IF EXIST, SHALL BE REWORKED, COMPACTED AND TESTED. PRIOR TO FILL PLACEMENT THE SUB GRADE SHALL BE SCARIFIED TO A DEPTH OF APPROXIMATELY SIX (6) INCHES AND RECOMPACTED TO THE DENSITY SET FORTH HEREIN.
  - D. ALL FILL REQUIRED IN BUILDING AREAS SHALL BE SELECT FILL HAVING A PLASTICITY INDEX BETWEEN SEVEN (7) AND FIFTEEN (15) AND A LIQUID LIMIT LESS THAN THIRTY FIVE (35).
  - E. ALL FILL SHALL BE PLACED IN LOOSE LIFTS NOT EXCEEDING EIGHT (8) INCHES IN UNCOMPACTED THICKNESS, AND BE COMPACTED TO A DENSITY OF NINETY\_FIVE (95) PERCENT OF STANDARD PROCTOR (ASTM D 698), AT A MOISTURE CONTENT RANGING BETWEEN ONE (1) PERCENTAGE POINT BELOW OPTIMUM TO THREE (3) PERCENTAGE POINTS ABOVE OPTIMUM (-1 TO +3).
  - F. COMPACTION TESTS SHALL BE TAKEN AS FOLLOWS: ONE FIELD DENSITY TEST PER LIFT. FOR EACH 2,500 SQUARE FEET FOR BUILDING AREAS. EACH LIFT SHALL BE COMPACTED, TESTED AND APPROVED BEFORE ANOTHER LIFT IS ADDED.
- CONTRACTOR SHALL BRACE WALL OR GRADE BEAM WHILE PLACING BACKFILL OR FILL MATERIAL.

## CODES & DESIGN SPECIFICATIONS

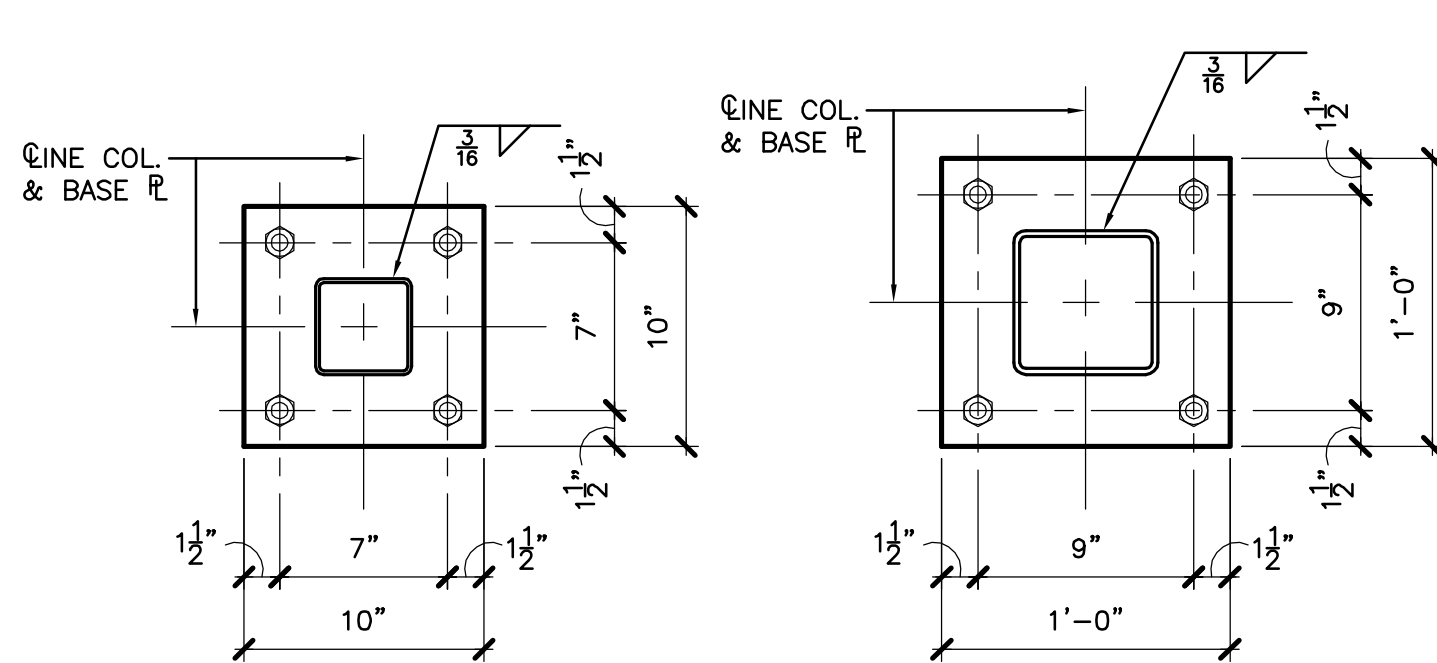
- 2015 INTERNATIONAL BUILDING CODE
- STRUCTURAL STEEL: "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS," THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION, 2005.
- STRUCTURAL CONCRETE: "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE (ACI 318-08)," THE AMERICAN CONCRETE INSTITUTE, 2008.
- WHERE THERE IS A CONFLICT BETWEEN THE BUILDING CODE AND THE MATERIAL CODES, THE MOST STRINGENT REQUIREMENTS SHALL GOVERN.

## CONCRETE NOTES

- CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS.
- REINFORCING STEEL SHALL BE ASTM A615 GRADE 60.
- LAP SPLICES SHALL BE IN ACCORDANCE WITH THE FOLLOWING TABLE, UNLESS NOTED OTHERWISE. WHERE CLASSES ARE NOT SPECIFIED ON DRAWINGS, USE CLASS "B" SPLICES.
- PROVIDE CORNER BAR REINFORCEMENT AT ALL CORNERS AND INTERSECTIONS OF GRADE BEAMS OR WALLS. REFER TO TYPICAL DETAIL ON SHEET S1 FOR PLACEMENT AND ADDITIONAL NOTES.
- ALL REINFORCEMENT SHALL BE DETAILED IN ACCORDANCE WITH THE LATEST ACI DETAILING MANUAL.
- CONTRACTOR SHALL COORDINATE ALL PENETRATIONS, CONDUIT, CHAMFERS AND EMBEDDED ITEMS PRIOR TO CONCRETE PLACEMENT.

## STRUCTURAL STEEL

- ALL STEEL PIPES SHALL BE ASTM A53 GRADE B ( $F_y=35$  KSI) STEEL. ALL TUBES (HSS SECTIONS) SHALL BE ASTM A500 GRADE B ( $F_y=46$  KSI) STEEL AND ALL WIDE FLANGE SECTIONS SHALL BE ASTM A992 ( $F_y=50$  KSI) STEEL.
- ALL OTHER STRUCTURAL STEEL SHALL BE ASTM A36 STEEL.
- STEEL JOISTS SHALL MEET ALL SPECIFICATIONS OF THE LATEST S.J.I. EDITION.  $F_y=50$  KSI.
- STEEL JOISTS AND BRIDGING SHALL BE DESIGNED BY MANUFACTURERS FOR NET UPLIFT FORCES DUE TO WIND OF 15 P.S.F.
- CONNECTIONS SHALL BE DESIGNED AND FABRICATED ACCORDING TO THE FOLLOWING NOTES:
  - A. ALL CONNECTIONS SHALL BE TYPE 2 CONSTRUCTION, FRAMED BEAM CONNECTIONS CONFORMING TO PART 4 TABLES II AND III, OF AISC MANUAL OF STEEL CONSTRUCTION, ALLOWABLE STRESS DESIGN, NINTH EDITION.
  - B. ALL TYPE 2 BEAM CONNECTIONS SHALL BE STANDARD DOUBLE ANGLE TYPE UNLESS DETAILED OTHERWISE. CONNECTIONS MAY BE 100% BOLTED IN ACCORDANCE WITH TABLE II OR A COMBINATION OF WELDS AND BOLTS PER TABLE III.
  - C. ALL BOLTED CONNECTIONS SHALL USE A325-N BOLTS UNLESS NOTED OTHERWISE. MINIMUM NUMBER AND SIZE OF BOLTS PER CONNECTION SHALL BE TWO (2) 3/4 INCH DIAMETER BOLTS. ALL CONNECTIONS SHALL DEVELOP A MINIMUM SHEAR CAPACITY OF 6 KIPS.
  - D. CONNECTIONS SHALL BE SELECTED TO CARRY THE END REACTIONS AS SHOWN OR SCHEDULED ON THE DRAWINGS. STEEL FABRICATOR TO SELECT ANGLE SIZES, WELD SIZES, AND NUMBER AND SIZE OF BOLTS IN CONFORMANCE WITH AISC STEEL MANUAL INCLUDING SPECIFICALLY TABLES II AND/OR III.
  - E. WHEN THE END REACTIONS IS NOT SHOWN OR SCHEDULED ON THE DRAWINGS, FABRICATE CONNECTIONS WITH 1/4 INCH THICK DOUBLE ANGLES, USING 3/4" DIA. A325-N BOLTS. THE NUMBER OF HORIZONTAL ROWS OF BOLTS SHALL BE DETERMINED BY DIVIDING THE NOMINAL BEAM DEPTH BY 5.5 AND ROUNDING ANY FRACTION UP TO THE NEXT HIGHEST NUMBER.



6 B.P. DETAIL SCALE: 1-1/2"=1'-0"

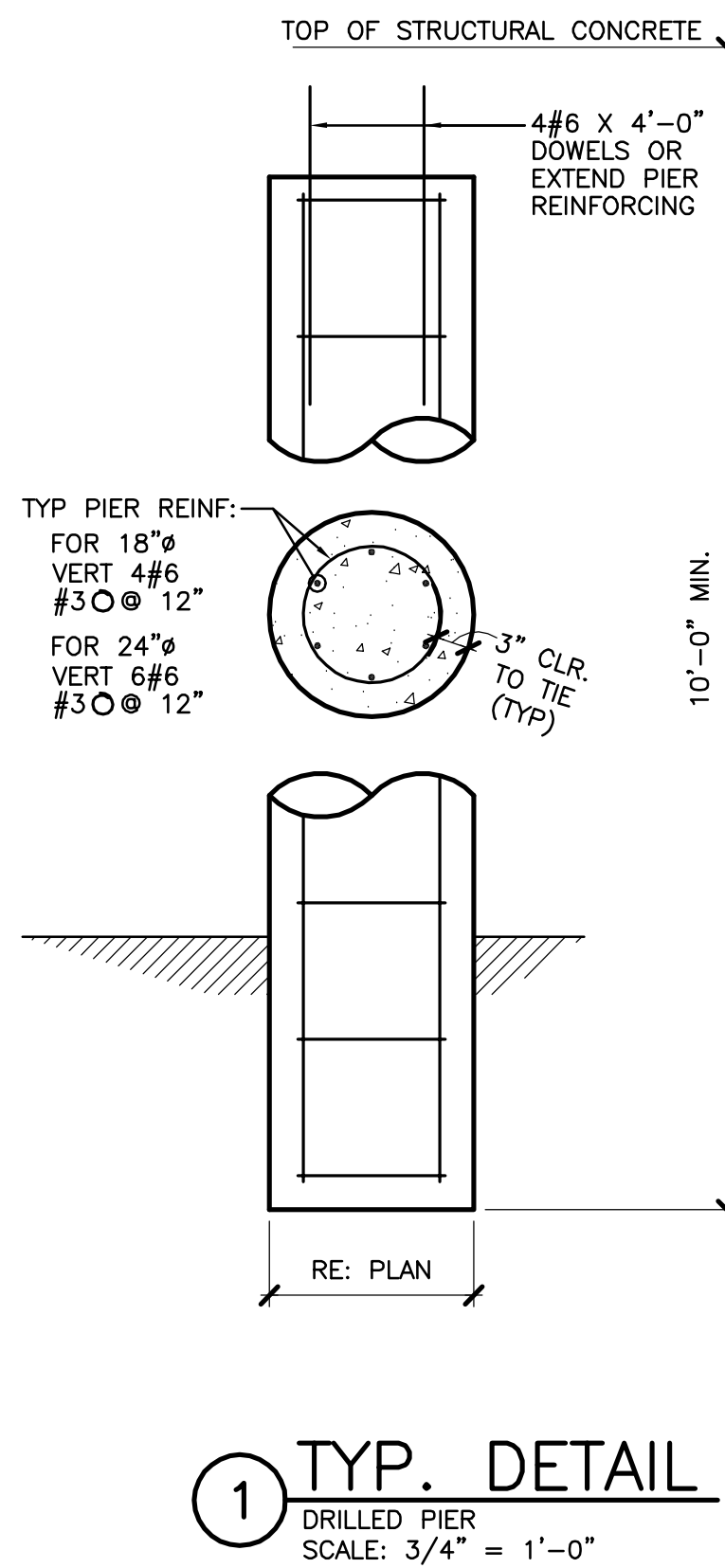
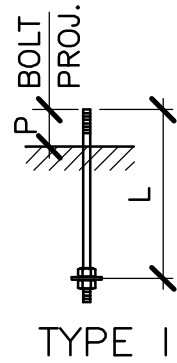
7 B.P. DETAIL SCALE: 1-1/2"=1'-0"

## BASE PLATE SCHEDULE

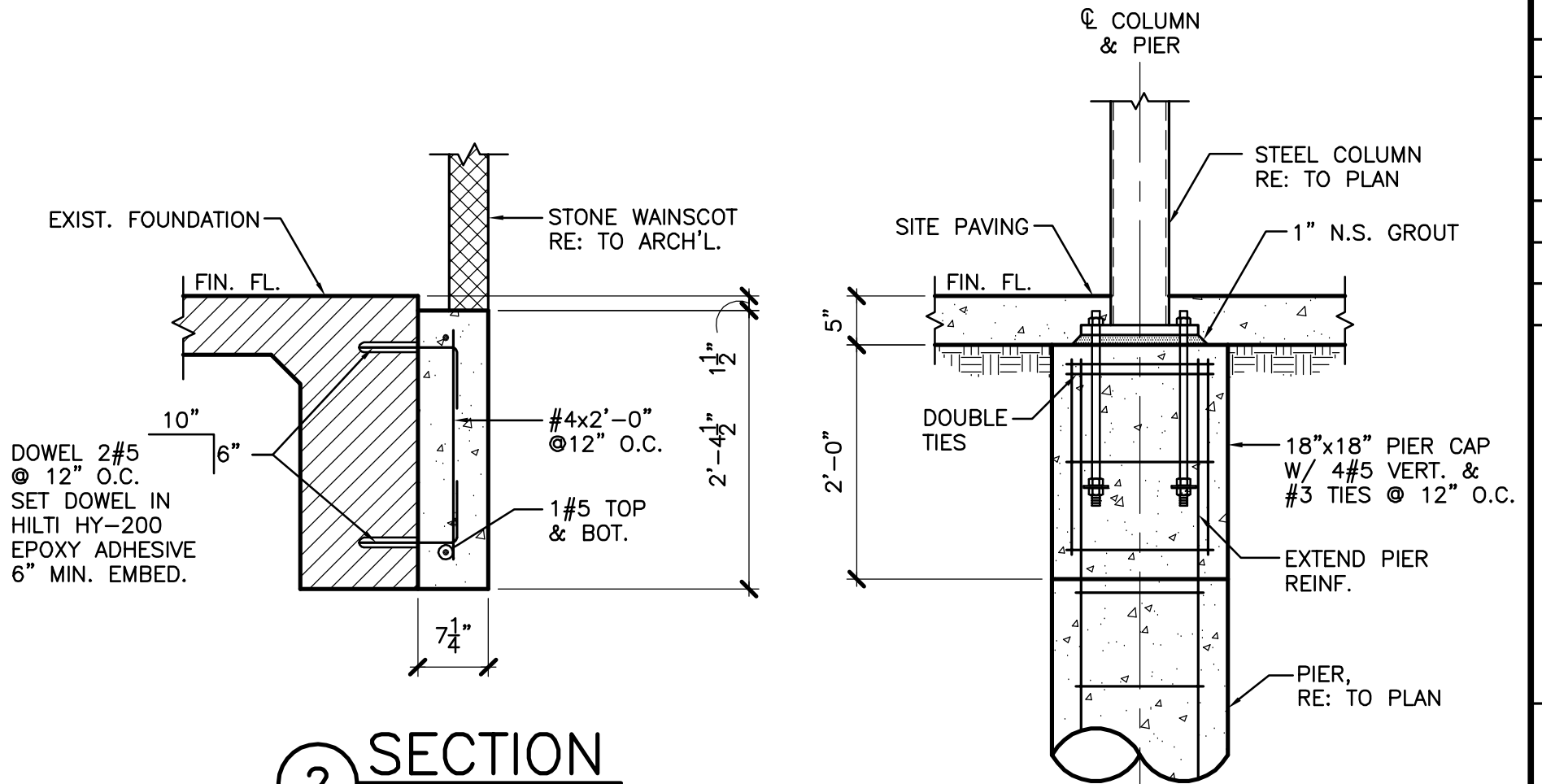
MARK	DIMENSIONS			THICK (IN.)	ANCHOR BOLTS	DETAIL
	L	W	X			
BP-1	10	10		3/4	(4)AB-1	6/S0.1
BP-2	12	12		3/4	(4)AB-1	7/S0.1

## ANCHOR BOLT SCHEDULE

TYPE	MARK	DIA. (IN.)	DIMENSIONS (IN.)			MATERIAL
			L	H	P	
I	AB-1	3/4	18	--	3	F1554 GRADE 55

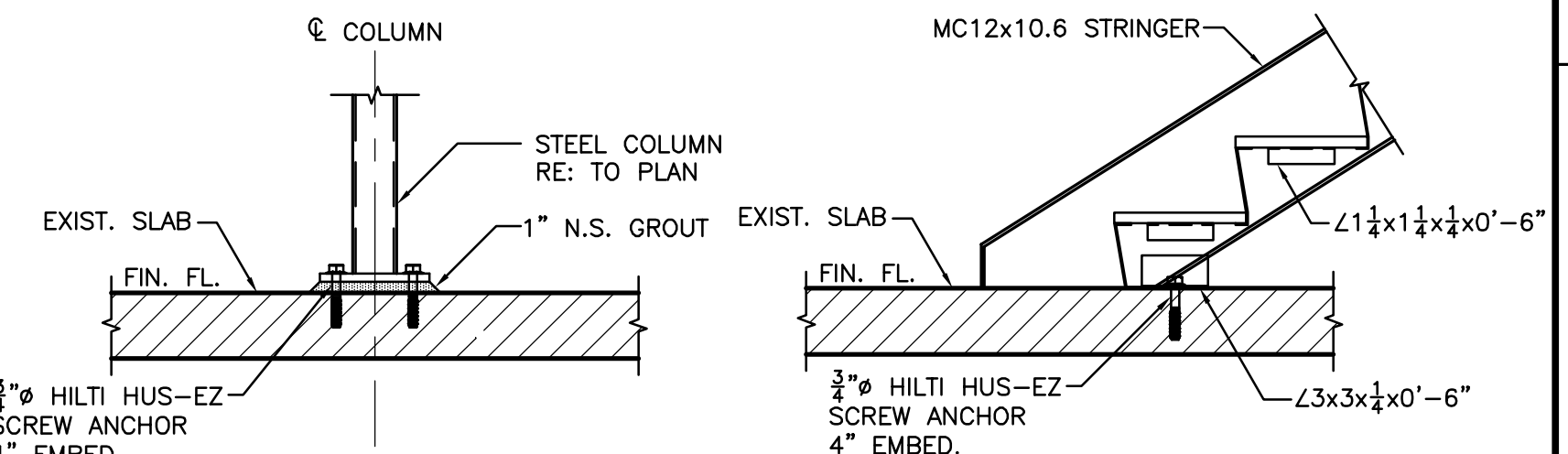


1 TYP. DETAIL SCALE: 3/4"=1'-0"



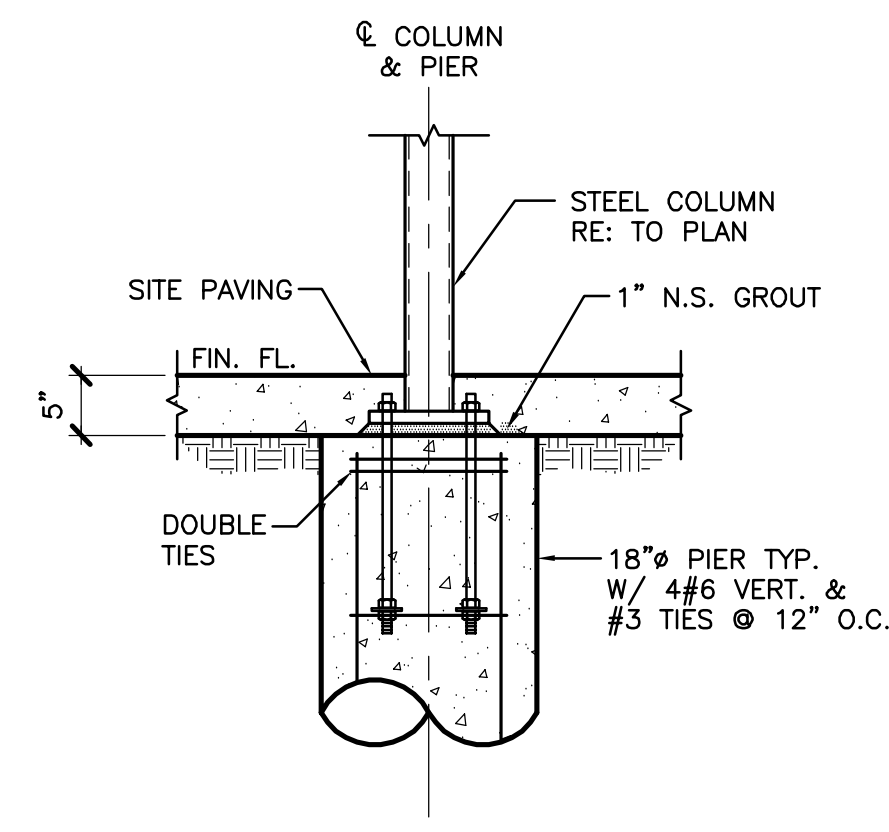
2 SECTION SCALE: 3/4"=1'-0"

3 SECTION SCALE: 3/4"=1'-0"

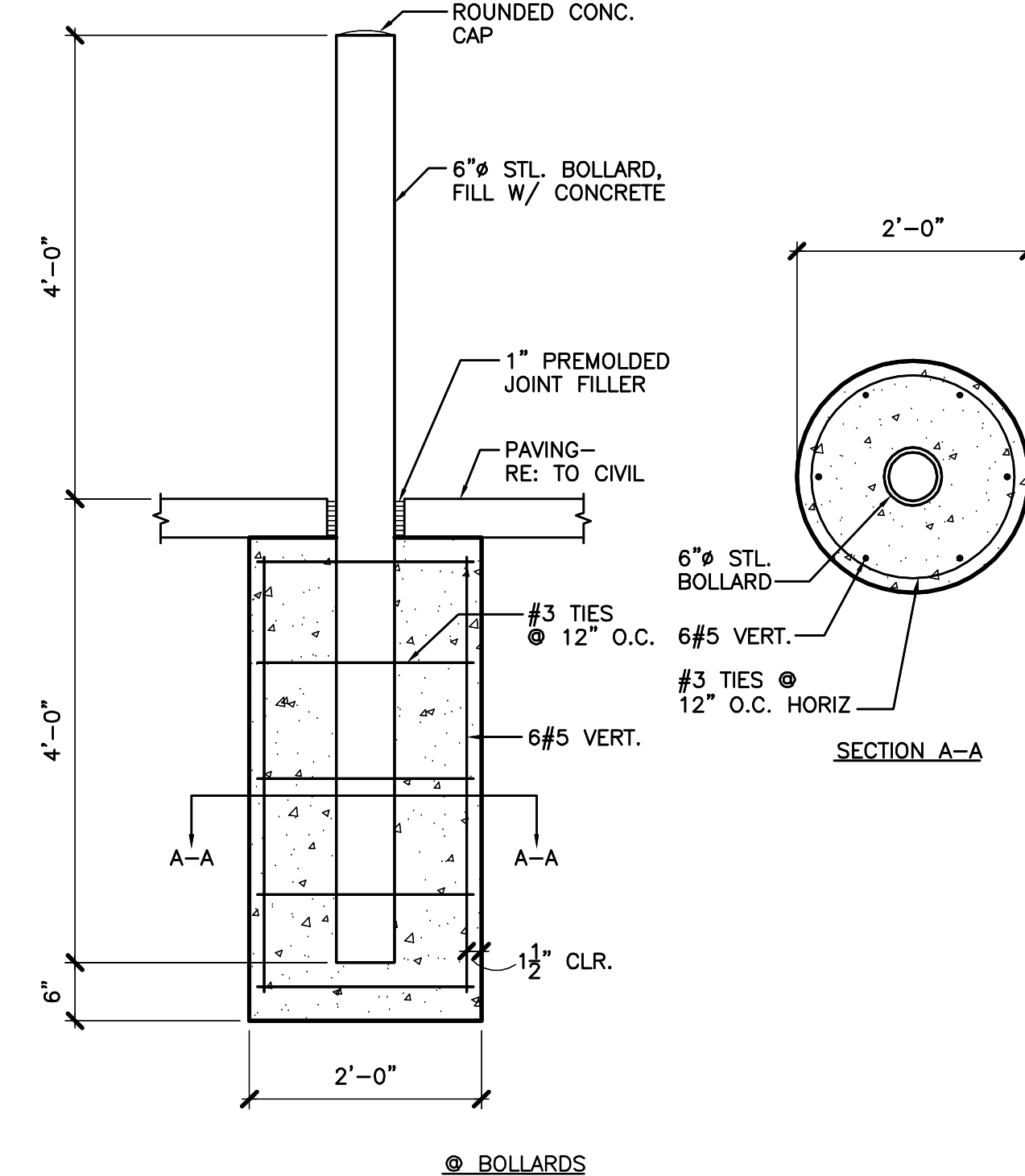


4 SECTION SCALE: 3/4"=1'-0"

5 SECTION SCALE: 3/4"=1'-0"

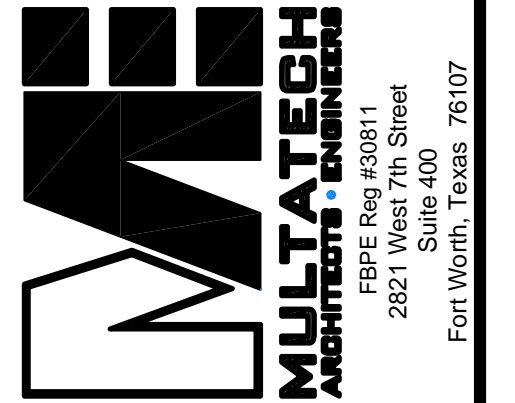
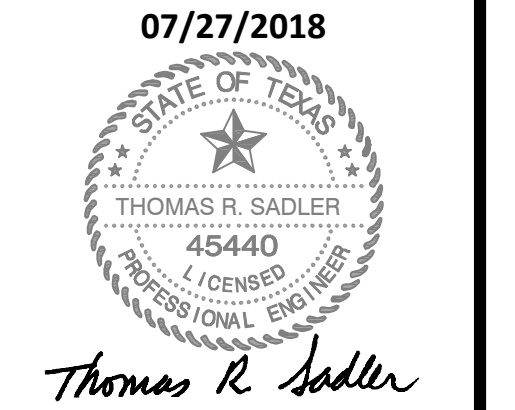


8 SECTION SCALE: 3/4"=1'-0"

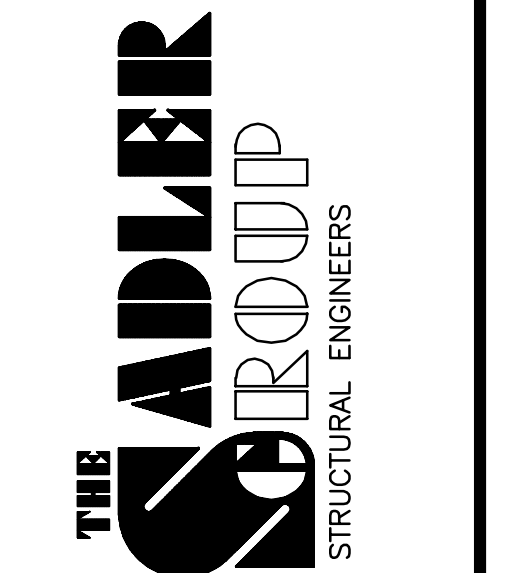


9 SECTION SCALE: 3/4"=1'-0"

ISSUES		
NO.	DESCRIPTION	DATE
15%	SUBMITTAL	05.30.2018
65%	SUBMITTAL	06.20.2018
95%	SUBMITTAL	07.10.2018
IFC		07.27.2018



TEXAS FIRM REG. # F-4167  
500 MAIN ST. SUITE 700  
FORT WORTH, TEXAS 76102  
BUS. (817) 332-1074  
BUS. (817) 338-0335  
EMAIL: tom@thesadlergroup.com

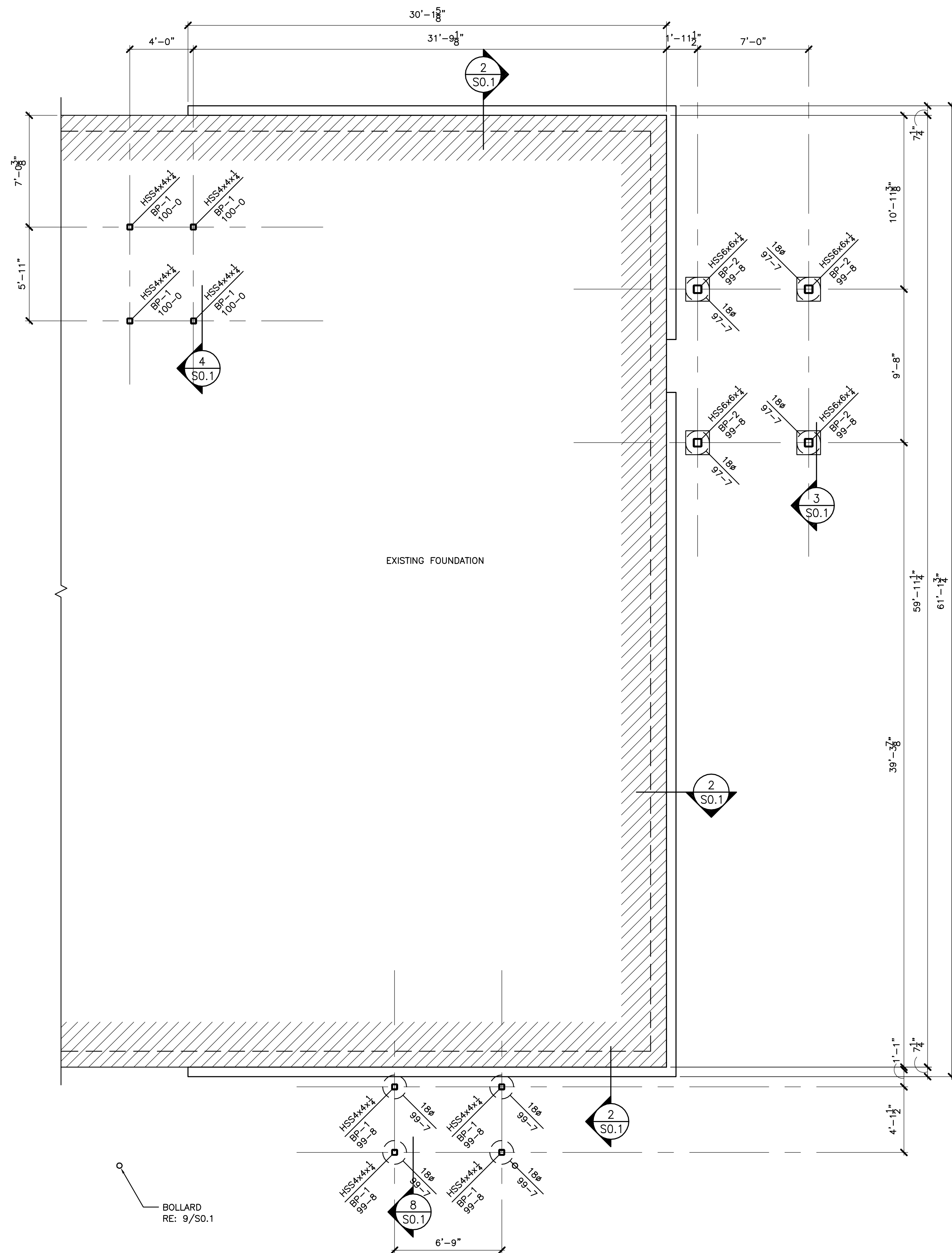


**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
1200 N CORINTH ST  
CORINTH, TEXAS 76208

PROJECT #: 17142.00  
ISSUE DATE: 07.27.2018  
SHEET NUMBER:

**S0.1**





**1 FOUNDATION PLAN**  
SCALE 3/32"=1'-0"

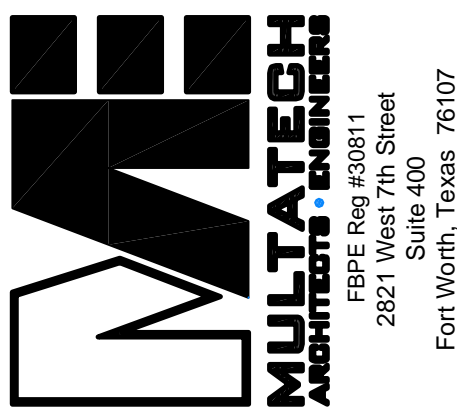
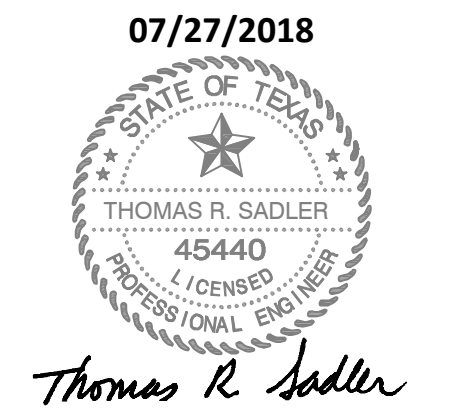
**TYPICAL FOUNDATION PLAN NOTES**

- REFER TO SHEET S1 AND S2 FOR TYPICAL DETAILS NOT NOTED ON PLAN
- FIN FL. = DATUM EL. = 100'-0". ACTUAL EL. =
- PIERS ARE NOTED ON PLAN THUS:  
18ø PIER DIAMETER WITH MIN. 2-0 PENETRATION  
96-10 TOP OF PIER ELEVATION
- COLUMNS ARE NOTED ON PLAN THUS:  
HSS COLUMN SIZE  
BP-1 BASE PLATE MARK. RE: TO SCHEDULE  
99-5 BASE PLATE ELEVATION
- PIERS AND COLUMNS ARE CENTERED ON GRID LINE INTERSECTIONS AND GRADE BEAMS UNLESS DIMENSIONED OTHERWISE ON PLAN.
- FLOOR SLAB SHALL BE A 5" INCH CONCRETE SLAB-ON-GRADE REINFORCED WITH #3@18" O.C.E.W.
- REFER TO ARCHITECTURAL DRAWINGS FOR LOCATION AND EXTEND OF ALL LEDGES, POCKETS, OR DEPRESSIONS.
- REFER TO ARCHITECTURAL DRAWINGS AND SPECS FOR FINISH AND JOINT PATTERNS ON CONCRETE WALKS AND SLABS.
- CONTRACTOR TO VERIFY LOCATION OF COLUMNS PRIOR TO PLACING ANY CONCRETE.
- ALL CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI.
- CONTRACTOR SHALL SUBMIT CONCRETE MIX DESIGNS AND REBAR SHOP DRAWINGS TO ENGINEER PRIOR TO CONSTRUCTION.
- ALL REINFORCEMENT SHALL BE DETAILED IN ACCORDANCE WITH THE LATEST ACI DETAILING MANUAL.
- REINFORCING STEEL SHALL BE ASTM A615 GRADE 60.
- LAP ALL REINFORCING 40 BAR DIAMETER AND MIN. OF 24" TIE BEAM AND SLAB REINFORCING SECURELY AND PROVIDE CHAIRS OR OTHER SUITABLE SUPPORTS FOR REINFORCING.

BOLLARD  
RE: 9/S0.1

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & ADJUST ACCORDINGLY.  
ONE INCH

ISSUES		
NO.	DESCRIPTION	DATE
15%	SUBMITTAL	05.30.2018
65%	SUBMITTAL	06.20.2018
95%	SUBMITTAL	07.10.2018
IFC		07.27.2018



TEXAS FIRM REG. # F-4167  
500 MAIN ST. SUITE 700  
FORT WORTH, TEXAS 76102  
BUS. (817) 332-1074  
FAX. (817) 338-0335  
EMAIL tom@thesadlergroup.com



**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
1200 N CORINTH ST  
CORINTH, TEXAS 76208  
**FOUNDATION PLAN**

PROJECT #: 17142.00

ISSUE DATE: 07.27.2018

SHEET NUMBER:

**S1.1**

MECHANICAL SYMBOLS AND ABBREVIATIONS

NOTE: ALL SYMBOLS AND ABBREVIATIONS SHOWN ARE NOT NECESSARILY USED ON THE DRAWINGS

GENERAL NOTES

- 1. PERFORM ALL WORK IN ACCORDANCE WITH ALL APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. PROVIDE ALL PERMITS, INSPECTIONS, LICENSES AND FEES. FURNISH ALL LABOR, EQUIPMENT, SUPPLIES AND MATERIALS NECESSARY TO PROVIDE COMPLETE AND OPERATIONAL SYSTEMS.
2. THE DRAWINGS AND SPECIFICATIONS INDICATE THE GENERAL DESIGN AND ARRANGEMENT OF PIPES, FIXTURES, EQUIPMENT, SYSTEMS, ETC. INFORMATION SHOWN IS DIAGRAMMATIC IN CHARACTER AND DOES NOT NECESSARILY INDICATE EVERY REQUIRED OFFSET, FITTING, ETC. DO NOT SCALE THE DRAWINGS FOR DIMENSIONS. TAKE ALL DIMENSIONS, MEASUREMENTS, EQUIPMENT LOCATIONS, LEVELS, ETC FROM THE ARCHITECTURAL DRAWINGS, FIELD MEASUREMENTS, AND FROM THE EQUIPMENT TO BE FURNISHED. PIPING MAY BE RELOCATED OR OFFSET FOR PROPER CLEARANCES OR TO AVOID CONFLICTS WITH OTHER TRADES. THE DESIGN INTENT (I.E. PITCHES, VELOCITIES, PRESSURE DROPS, VOLTAGE DROPS, ETC) CANNOT BE GREATLY ALTERED WITHOUT THE APPROVAL OF THE ARCHITECT. THE COST OF THESE DEVIATIONS TO AVOID INTERFERENCE SHALL BE PART OF THE ORIGINAL CONTRACT BID.
3. CONFIR AND COOPERATE WITH ALL OTHER TRADES TO COORDINATE THEIR WORK. COORDINATION SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO MATERIALS AND EQUIPMENT ROUTED IN CEILING AND WALL CAVITIES, EQUIPMENT ARRANGEMENT IN MECHANICAL SPACES, INCLUDING EQUIPMENT CLEARANCE REQUIREMENTS, ELEVATIONS AND DIMENSIONS OF STRUCTURAL MEMBERS AND OPENINGS, ETC. NOTIFY THE ARCHITECT OF ANY CONFLICTS.
4. BASE FINAL INSTALLATION OF MATERIALS AND EQUIPMENT ON ACTUAL DIMENSIONS AND CONDITIONS AT THE PROJECT SITE. FIELD MEASURE FOR MATERIALS AND EQUIPMENT REQUIRING EXACT FIT. NO EXTRAS WILL BE GIVEN FOR THE CONTRACTOR'S FAILURE TO FIELD COORDINATE.
5. THE OWNER OR ENGINEER ARE NOT RESPONSIBLE FOR THE CONTRACTOR'S SAFETY PRECAUTIONS OR FOR MEANS, METHODS, TECHNIQUES, CONSTRUCTION SEQUENCES, OR PROCEDURES REQUIRED TO PERFORM THE WORK.
6. LOCATE ALL EQUIPMENT THAT MUST BE SERVICED, OPERATED, OR MAINTAINED IN FULLY ACCESSIBLE POSITIONS. EQUIPMENT SHALL INCLUDE (BUT NOT LIMITED TO) VALVES, MOTORS, CONTROLLERS, SWITCHGEAR, AND DRAIN POINTS IF REQUIRED FOR BETTER ACCESSIBILITY. FURNISH ACCESS DOORS FOR THIS PURPOSE. MINOR DEVIATIONS FROM THE DRAWINGS MAY BE ALLOWED TO PROVIDE FOR BETTER ACCESSIBILITY. ANY CHANGES SHALL BE APPROVED BY THE ARCHITECT AND CONSTRUCTION MANAGER/GENERAL CONTRACTOR PRIOR TO MAKING THE CHANGE.
7. PROVIDE ACCESS DOORS, WALL OPENINGS, ROOF OPENINGS OR ANY OTHER CONSTRUCTION REQUIREMENT NEEDED TO ACCOMMODATE THE MECHANICAL EQUIPMENT. LOCATIONS OF THESE OPENINGS SHALL BE SUBMITTED IN SUFFICIENT TIME TO BE INSTALLED IN THE NORMAL COURSE OF WORK.
8. COORDINATE ELECTRICAL REQUIREMENTS OF APPROVED MECHANICAL EQUIPMENT WITH THE ELECTRICAL SUB-CRONTACTOR PRIOR TO THE PURCHASE AND INSTALLATION OF ANY ELECTRICAL EQUIPMENT, DEVICES, WIRING, OR CONDUIT.
9. PROVIDE GENERAL CONTROL WIRING, THERMOSTATS, MOTORIZED DAMPERS AND CONDUIT ASSOCIATED WITH HVAC EQUIPMENT. COORDINATE THE LOCATION OF ALL THERMOSTATS, ROOM SENSORS, ETC WITH THE ARCHITECT AND ALL OTHER TRADES PRIOR TO INSTALLATION. IF A CONFLICT WITH MILLWORK, LIGHT SWITCHES, WINDOWS, ETC EXISTS, NOTIFY THE ARCHITECT OF THE POTENTIAL INTERFERENCE PRIOR TO INSTALLATION. INSTALL THERMOSTATS WITH PROTECTIVE LOCKING COVER, CENTERED AT 4'-0" ABOVE FINISHED FLOOR, UNLESS OTHERWISE INDICATED. COMPLY WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA) AND THE TEXAS ACCESSIBILITY'S STANDARD (TAS).
10. ALL DIMENSIONS SHOWN ON THE DRAWINGS FOR DUCTWORK ARE NET INSIDE CLEAR DIMENSIONS. FOR RECTANGULAR DUCT, THE FIRST FIGURE OF THE DUCT SIZE INDICATES THE DIMENSION OF THE FACE SHOWN. VERIFY THAT THE DUCTWORK SPECIFIED WILL FIT IN THE SPACE AVAILABLE USING THE ARCHITECTURAL, STRUCTURAL AND ELECTRICAL DRAWINGS AS REFERENCE PRIOR TO FABRICATION AND INSTALLATION. ROUND DUCT OF EQUAL NET INSIDE CLEAR AREA MAY BE USED IN LIEU OF RECTANGULAR DUCT.
11. PROVIDE TURNING VANES ON ALL RECTANGULAR SUPPLY, EXHAUST AND RETURN DUCTWORK INCLUDING THE TOP AND BOTTOM OF VERTICAL DUCTS.
12. PROVIDE A LOCKING QUADRANT VOLUME DAMPER AT THE TAP OF EACH RUN-OUT TO DIFFUSERS FOR BALANCING PURPOSES, UNLESS OTHERWISE INDICATED. THE RUN-OUT DUCT SIZE IS THE SAME SIZE AS THE DIFFUSER OR GRILLE NECK SIZE UNLESS OTHERWISE INDICATED.
13. REFER TO ARCHITECTURAL DRAWINGS FOR LOCATION OF ALL FIRE RATED WALLS AND CEILINGS. PROVIDE FIRE DAMPERS AND/OR COMBINATION FIRE/SMOKE DAMPERS IN DUCTWORK AT ALL LOCATIONS WHERE DUCTS PASS THROUGH FIRE RATED ASSEMBLY. MECHANICAL SUB-CRONTACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING FIRE AND FIRE/SMOKE DAMPERS. COORDINATE CONSTRUCTION REQUIREMENTS AND PROVISIONS FOR CONNECTIONS TO FIRE ALARM SYSTEM.
14. ALL DUCTWORK SHALL BE SHEET METAL FABRICATED IN ACCORDANCE WITH SMACNA STANDARDS.
15. PROVIDE VIBRATION ISOLATORS FOR MOTOR DRIVEN EQUIPMENT UNLESS NOTED OTHERWISE. PROVIDE ISOLATION AS INDICATED OR AS RECOMMENDED BY THE EQUIPMENT MANUFACTURER.
16. SOME PIPES AND DUCTS SHOWN ON EACH FLOOR PLAN MAY BE SHOWN WITH AN OFFSET FOR CLARITY.
17. SEAL ALL PIPE AND DUCT PENETRATIONS THROUGH FIRE RATED BUILDING ELEMENTS WITH AN APPROVED FIRE PROOFING MATERIAL.
18. ALL EQUIPMENT SHALL HAVE IDENTIFICATION TAGS. TAGS SHALL BE PLASTIC LAMINATE, WHITE FACE WITH 1/2" TALL BLACK LETTERS. THE TAG SHALL MATCH THE UNIT DESIGNATIONS SHOWN ON THE SCHEDULES.
19. EXPAND OR REDUCE DUCTS AT EQUIPMENT CONNECTIONS BASED ON THE EQUIPMENT PURCHASED, WITH TRANSITIONS NOT TO EXCEED 30 DEGREES. SIZES SHOWN ON SCHEDULES, ETC. ARE FOR GUIDANCE ONLY. ASPECT RATIO SHALL BE NO GREATER THAN 4:1, PER SMACNA'S GUIDELINES.

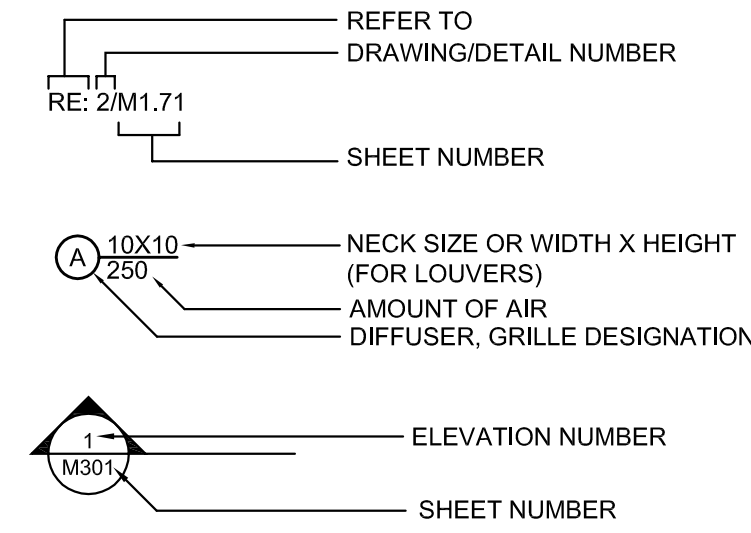
GENERAL NOTES CONTINUED

- 1. ALL DUCTS WITH A DIMENSION GREATER THAN 12" PASSING THRU A NON-RATED WALL SHALL HAVE THE OPENING FRAMED IN WITH METAL STUDS. COORDINATE OPENING SIZE AND LOCATION WITH OTHER TRADES.
2. TEST AND BALANCE SHALL BE PERFORMED BY AN AABC LICENSED FIRM IN THE TESTING, ADJUSTING, AND BALANCING (TAB) BUSINESS FOR A MINIMUM OF 10 YEARS. AABC FIRM SHALL SUBMIT A REPORT TO THE ENGINEER OF RECORD INDICATING EQUIPMENT NAMEPLATE DATA, DESIGN PERFORMANCE, INITIAL TESTED PERFORMANCE, AND FINAL ADJUSTED PERFORMANCE. REPORT SHALL BE SUBMITTED IN A TIMELY FASHION PRIOR TO JOB CLOSE-OUT. TAB SHALL BE PERFORMED ON ALL NEW SYSTEMS SPECIFIED AND ON ALL EXISTING SYSTEMS MODIFIED AS PART OF THIS CONTRACT. TAB FIRM SHALL PERFORM A FUNCTIONAL PERFORMANCE TEST OF THE SYSTEM BASED ON THE CONTRACT DOCUMENTS HEREIN SHALL AND RELAY ALL DISCREPANCIES AND OUTSTANDING CONSTRUCTION ITEMS RELATING TO THE MECHANICAL EQUIPMENT AND PERFORMANCE TO THE ENGINEER OF RECORD.
3. ALL EQUIPMENT LISTED TO UL508A OR UL 1995 SHALL HAVE A SHORT CIRCUIT CURRENT RATING (SCCR) OF THE ASSEMBLY MEETING OR EXCEEDING THE RATING OF THE PANEL FROM WHICH IT IS POWERED. SCCR RATINGS MAY BE REDUCED BASED ON ACTUAL CALCULATIONS BASED ON ACTUAL CONSTRUCTION AND IN ACCORDANCE WITH NEC. RATING SHALL BE STAMPED ON EQUIPMENT AT THE FACTORY. REFER TO ELECTRICAL FOR ADDITIONAL INSTRUCTIONS.

ABBREVIATIONS

Table with columns for symbol and description. Includes abbreviations for Access Door, Air Conditioning Unit, Architect/Engineer, Above Finished Floor, Air Flow Switch, Air Handling Unit, Approximate, Building Automation System, Brake Horse Power, British Thermal Unit per Hour, Combustion Air, Cooling Coil, Cubic Feet per Hour, Cubic Feet per Minute, Ceiling, Condensing Unit, Equipment Drain, Degrees, Dry Bulb, Down, Existing, Entering Air Temperature, Exhaust Air, Electric Duct Heater, Exhaust Fan, Equipment, Entering Water Temperature, Degrees Fahrenheit, Fan Coil Unit, Fire Damper, Full Load Amps, Floor, Fan Powered VAV, Fire Smoke Damper, Foot, Feet, Feet Water Gauge, U.S. Gauge, Gallons per Minute, Height, Horsepower, High Pressure Condensate, High Pressure Steam, Heating Water Return, Heating Water Supply, Hertz, Inch, Inches, Inches Water Gauge, Junction Box, Kilowatt, Length, Leaving Air Temperature, Low Pressure Condensate, Low Pressure Steam, Pounds, Locked Rotor Amps, Leaving Water Temperature, Maximum, 1000 British Thermal Units / Hour, Minimum Circuit Ampacity, Manufacturer, Minimum, Not Applicable, Normally Open, Normally Closed, Outside Air/Fresh Air, Opposed Blade Damper, On Center, Purge Exhaust Fan, Phase, Furnish and Install, Pressure Reducing Valve, Pounds per Square Inch, Return Air, Reference, Refer, Refrigerant Liquid, Running Load Amps, Room, Revolutions per Minute, Refrigerant Suction, Supply Air, Smoke Detector, Square Foot, Supply Fan, Specifications, Thermostat, Room Sensor, Transfer Air, Through, Total Static Pressure, Thermostat or Room Sensor, Typical, Underwriters Laboratories, Inc., Unit Heater, Volts, Variable Air Volume, Velocity, Variable Frequency Drive, With, Wet Bulb, Without.

DRAWING/DETAIL REFERENCE



MISCELLANEOUS

- (1) DRAWING NOTE REFERENCE (I.E., NOTES BY SYMBOL)
(2) CONNECTION INTO EXISTING

LINE TYPES

Table with columns for Symbol and Description. Includes line types for Condenser Water Supply, Condenser Water Return, Chilled Water Supply, Chilled Water Return, Heating Water Supply, Heating Water Return, Refrigerant Discharge, Refrigerant Suction, Refrigerant Liquid, High Pressure Steam, High Pressure Condensate, Low Pressure Steam, Low Pressure Condensate, Pumped Condensate, Make-up Water, Direction of Flow, and Direction of Pipe Slope Down.

VALVES AND FITTINGS

Table with columns for Symbol and Description. Includes symbols and descriptions for Shut-off / Isolation Valve, Ball Valve, Butterfly Valve, Globe Valve, Plug Valve / Cock Valve, Check Valve, 2-Way Control Valve, 3-Way Control Valve, Solenoid Valve, Strainer, Calibrated Balancing Valve, Flow Switch, Union (Dielectric), Valve in Riser, End Rise (90° ELL), End Drop (90° ELL), Rise or Drop, Tee Out of Top of Pipe, Tee Out of Bottom of Pipe, Cap on End of Pipe, Alignment Guide, and Pipe Anchor, Pipe Demolition.

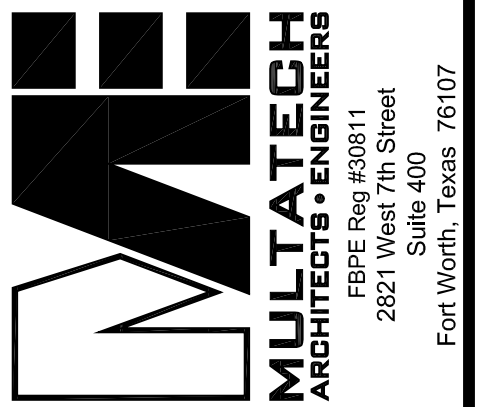
BASIS OF MECHANICAL DESIGN

PRIMARY MECHANICAL CODES: MECHANICAL: 2015 INTERNATIONAL MECHANICAL CODE (WITH CITY AMENDMENTS). ENERGY: 2015 INTERNATIONAL ENERGY CODE (WITH CITY AMENDMENTS).
PROJECT DESIGN VALUES: OUTDOOR DESIGN TEMPERATURE (SUMMER): 105°F (DRYBULB), 78°F (WETBULB). AMBIENT TEMPERATURE AT CONDENSING UNITS: 105°F (DRYBULB, SUMMER). OUTDOOR DESIGN TEMPERATURE (WINTER): 22°F (DRYBULB). INDOOR DESIGN TEMPERATURE (SUMMER): 75°F (DRYBULB), 50% (RELATIVE HUMIDITY). INDOOR DESIGN TEMPERATURE (WINTER): 70°F (DRYBULB). OUTSIDE AIR REQUIREMENTS: PER IMC TABLE 403.3

SYMBOLS

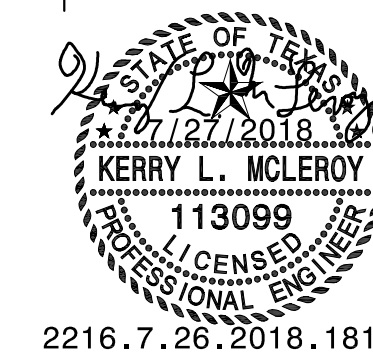
Table with columns for Symbol and Description. Includes symbols and descriptions for Acoustical Duct Lining, Supply Air Duct Up (Positive Pressure), Return, Exhaust or Outside Air Intake Duct Up (Negative Pressure), Supply Air Duct Down (Positive Pressure), Return, Exhaust or Outside Air Intake Duct Down (Negative Pressure), Round Duct Up, Round Duct Down, Arrow indicates direction of air flow, Indicates SMACNA Pressure Class of Duct Construction, Change of Elevation, Rise (UP) or Drop (DN) in Direction of Arrow, Access Door, Bottom (Unless Otherwise Noted) Size as Noted or Specified, Access Door, Side, Size as Noted or Specified, Rectangular Duct Square Elbow with Turning Vanes, Rectangular Duct Radius Elbow, Round Duct Radius Elbow, Transition Concentric (Unless Top Level, Top LVL) or Bottom Level (Bot LVL) is Noted, Transition, Rectangular to Round Concentric (Unless Top Level (Top LVL) or Bottom Level (Bot LVL) is Noted), Duct Flexible Connection, Sound Attenuator, Square Ceiling Diffuser (Supply) (4-Way Unless Otherwise Indicated), Square Ceiling Grille (Return or Exhaust), Thermostat (or) Temp Sensor, Duct Splitter with Damper, Motorized Damper, Manual Volume Damper, Fire Damper.

ISSUES table with columns: NO., DESCRIPTION, DATE. Includes rows for 15% SUBMITTAL (05.30.2018), 65% SUBMITTAL (06.20.2018), 95% SUBMITTAL (07.10.2018), and IFC (07.27.2018).



PUBLIC WORKS DEPARTMENT
BUILDING REMODEL
1200 N CORINTH ST
CORINTH, TEXAS 76208
MECHANICAL LEGEND

PROJECT #: 18116
ISSUE DATE: 07.27.2018
SHEET NUMBER:
M0.1



2216.7.26.2018.18116

VRF INDOOR FAN COIL SCHEDULE																					
MARK FCU	SERVES	QUANTITY	ARRANGEMENT	INDOOR UNIT				FCU COOLING PERFORMANCE DATA					FCU HEATING PERFORMANCE DATA					MANUFACTURER AND MODEL	REMARKS		
				UNIT CFM	O/A CFM	ESP (IN WG)	POWER CONNECTION	MIN CAPACITY (MBH)	O.D.	ENTERING	MIN CAPACITY (MBH)	O.D.	ENTERING	TOTAL	SENS	D.B. F.	DB			WB	
1	106 RECREATION MANAGER	1	CASSETTE	300	15	0.5	208	1	0.3	15A	5.2	4.5	105.0	77.9	64.5	6.7	22	67.6	57	FXZQ05TAVJU	1-9
2	100 RECEPTION	1	CASSETTE	300	20	0.5	208	1	0.3	15A	5.2	4.5	105.0	77.9	64.5	6.7	22	66.8	57	FXZQ05TAVJU	1-9
3	101 LOBBY	1	CASSETTE	300	20	0.5	208	1	0.3	15A	5.2	4.5	105.0	77.9	64.5	6.7	22	66.8	57	FXZQ05TAVJU	1-9
4	102 UTILITY MANAGER	1	CASSETTE	300	15	0.5	208	1	0.3	15A	5.2	4.5	105.0	77.9	64.5	6.7	22	67.6	57	FXZQ05TAVJU	1-9
5	103 STREET MANAGER	1	CASSETTE	300	15	0.5	208	1	0.3	15A	5.2	4.5	105.0	77.9	64.5	6.7	22	67.6	57	FXZQ05TAVJU	1-9
6	104 PUBLIC WORKS DIRECTOR	1	CASSETTE	300	20	0.5	208	1	0.3	15A	5.2	4.5	105.0	77.9	64.5	6.7	22	66.8	57	FXZQ05TAVJU	1-9
7	110 BREAK ROOM	1	CASSETTE	300	25	0.5	208	1	0.3	15A	5.2	4.5	105.0	77.9	64.5	6.7	22	66.0	57	FXZQ05TAVJU	1-9
8	110 BREAK ROOM	1	CASSETTE	300	30	0.5	208	1	0.3	15A	5.2	4.5	105.0	77.9	64.5	6.7	22	65.2	57	FXZQ05TAVJU	1-9
9	113 SHOWER	1	WALL MOUNTED	260	0	0.5	208	1	0.3	15A	6.4	5.4	105.0	75.0	63.0	8.7	22	70.0	57	FXAQ07FVJU	1-9
10	112 UNISEX BATHROOM	1	WALL MOUNTED	260	0	0.5	208	1	0.3	15A	6.4	5.4	105.0	75.0	63.0	8.7	22	70.0	57	FXAQ07FVJU	1-9
11	111 UNISEX BATHROOM	1	WALL MOUNTED	260	0	0.5	208	1	0.3	15A	6.4	5.4	105.0	75.0	63.0	8.7	22	70.0	57	FXAQ07FVJU	1-9
12	115 COPY	1	CASSETTE	300	5	0.5	208	1	0.3	15A	5.9	5.4	105.0	85.0	68.0	6.7	22	69.2	57	FXZQ05TAVJU	1-9
13	116 CORRIDOR	1	CASSETTE	300	5	0.5	208	1	0.3	15A	5.9	5.4	105.0	85.0	68.0	6.7	22	69.2	57	FXZQ05TAVJU	1-9
14	109 CONFERENCE	1	CASSETTE	300	20	0.5	208	1	0.3	15A	5.9	5.4	105.0	85.0	68.0	6.7	22	66.8	57	FXZQ05TAVJU	1-9
15	109 CONFERENCE	1	CASSETTE	300	20	0.5	208	1	0.3	15A	5.9	5.4	105.0	85.0	68.0	6.7	22	66.8	57	FXZQ05TAVJU	1-9
16	107 STORAGE	1	WALL MOUNTED	260	0	0.5	208	1	0.3	15A	7.7	7.4	105.0	85.0	68.0	8.7	22	70.0	57	FXAQ07FVJU	1-9
17	105 CORRIDOR	1	CASSETTE	300	15	0.5	208	1	0.3	15A	5.9	5.4	105.0	85.0	68.0	6.7	22	67.6	57	FXZQ05TAVJU	1-9
18	200 IT CLOSET	1	WALL MOUNTED	260	0	0.5	208	1	0.3	15A	6.4	5.4	105.0	75.0	63.0	8.7	22	70.0	57	FXAQ07FVJU	1-9
19	202 MECHANICAL	1	CASSETTE	300	10	0.5	208	1	0.3	15A	5.0	4.3	105.0	75.0	63.0	6.7	22	68.4	57	FXZQ05TAVJU	1-9
20	203 STORAGE	1	WALL MOUNTED	260	0	0.5	208	1	0.3	15A	6.4	5.4	105.0	75.0	63.0	8.7	22	70.0	57	FXAQ07FVJU	1-9
21	204 OFFICE	1	CASSETTE	300	15	0.5	208	1	0.3	15A	5.0	4.3	105.0	75.0	63.0	6.7	22	67.6	57	FXZQ05TAVJU	1-9
22	201 OPEN OFFICE RIGHT	1	CASSETTE	310	25	0.5	208	1	0.3	15A	6.6	5.1	105.0	75.0	63.0	8.8	22	66.1	57	FXZQ07TAVJU	1-9
23	201 OPEN OFFICE RIGHT	1	CASSETTE	310	30	0.5	208	1	0.3	15A	6.6	5.1	105.0	75.0	63.0	8.8	22	65.4	57	FXZQ07TAVJU	1-9
24	206 MECHANICAL	1	CASSETTE	300	10	0.5	208	1	0.3	15A	5.8	5.2	105.0	82.5	66.8	6.7	22	68.4	57	FXZQ05TAVJU	1-9
25	205 OFFICE	1	CASSETTE	300	15	0.5	208	1	0.3	15A	5.8	5.2	105.0	82.5	66.8	6.7	22	67.6	57	FXZQ05TAVJU	1-9
26	207 CONFERENCE	1	CASSETTE	310	30	0.5	208	1	0.3	15A	7.5	5.9	105.0	82.5	66.8	8.8	22	65.4	57	FXZQ07TAVJU	1-9
27	207 CONFERENCE	1	CASSETTE	310	30	0.5	208	1	0.3	15A	7.5	5.9	105.0	82.5	66.8	8.8	22	65.4	57	FXZQ07TAVJU	1-9
28	201 OPEN OFFICE LEFT	1	CASSETTE	320	25	0.5	208	1	0.3	15A	9.5	6.9	105.0	82.5	66.8	10.8	22	66.3	57	FXZQ09TAVJU	1-9
29	201 OPEN OFFICE LEFT	1	CASSETTE	320	30	0.5	208	1	0.3	15A	9.5	6.9	105.0	82.5	66.8	10.8	22	65.5	57	FXZQ09TAVJU	1-9

- CONDENSING UNIT SERVES MULTIPLE INDOOR UNITS. REFER TO M0.02 FOR CONDENSING UNIT AND AIR HANDLER COMBINATIONS.
- SIZE, ROUTE, INSULATE AND PROVIDE APPURTENANCES FOR DX PIPING SYSTEMS, IN STRICT ACCORDANCE WITH MANUFACTURER'S PUBLISHED INSTRUCTIONS.
- Listed capacities are for the fan coil unit and condenser unit combination. Units shall perform to listed capacities.
- Listed capacities are net from unit discharge. Performance values do not take into account performance drop due to elevation. Units must satisfy both total and sensible listed capacities.
- Provide factory 7-day programmable thermostat with auto changeover. Base bid shall be manifold provided standard FCU controller and thermostat.
- DAIKIN IS BASIS OF DESIGN. APPROVED EQUALS ARE MITSUBISHI OR LG. CONTRACTOR TO CLEARLY INDICATE MANUFACTURER USED FOR BID.
- PROVIDE WITH AIR FILTER AND INSULATION KIT
- PROVIDE WITH CONDENSATE PUMP LITTLE GIANIT EC-1K - 208V 60HZ, 20W - 1GPH @ 20' HEAD

EXHAUST FAN SCHEDULE												
MARK EF	LOCATION	CFM	EXT. SP IN. WG	MOTOR DATA			DRIVE	MAX. SONES	MANUFACTURER AND MODEL NUMBER		REMARKS	
				HP (WATTS)	VOLTS	PH						
1	113	50	0.5	42.5	115	1	DIRECT	2.8		LOREN-COOK, GC-142	1-9	
2	108	50	0.5	42.5	115	1	DIRECT	2.8		LOREN-COOK, GC-142	1-9	
3	JANITOR	50	0.5	42.5	115	1	DIRECT	2.8		LOREN-COOK, GC-142	1-9	

- LOREN-COOK OR APPROVED EQUAL
- FAN TO BE SWITCH CONTROLLED
- PROVIDE OSHA APPROVED GUARDS
- PROVIDE A MOTORIZED BACKDRAFT DAMPER
- SUSPEND FROM STRUCTURE ABOVE. USE FAN MANUFACTURER'S HANGING VIBRATION ISOLATOR KIT
- PROVIDE FAN WITH INTEGRAL DISCONNECT
- PROVIDE A WHITE, ALUMINUM GRILLE (FOR CEILING MOUNTED CABINET FANS) (Delete for Inline Fans)
- SUSPENDED CEILING INSTALLATION

IN-LINE VENTILATION FAN SCHEDULE												
MARK VF	TYPE	LOCATION	CFM	EXT. SP IN. WG	MOTOR DATA			DRIVE	MAX. SONES	MANUFACTURER AND MODEL NUMBER		REMARKS
					HP (WATTS)	VOLTS	PH					
1	VENT	SECOND FLOOR	225	0.5	1/8	115	1	DIRECT	6.3		LOREN-COOK, 90SQN12D	1-7
2	VENT	SECOND FLOOR	220	0.5	1/8	115	1	DIRECT	6.3		LOREN-COOK, 90SQN12D	1-7

- LOREN-COOK OR APPROVED EQUAL
- FAN TO RUN CONTINUOUSLY DURING ALL OCCUPIED HOURS
- PROVIDE OSHA APPROVED GUARDS
- PROVIDE A GRAVITY BACKDRAFT DAMPER
- SUSPEND FROM STRUCTURE ABOVE. USE FAN MANUFACTURER'S HANGING VIBRATION ISOLATOR KIT
- PROVIDE FAN WITH INTEGRAL DISCONNECT
- IN-LINE CABINET FAN, CENTRIFUGAL

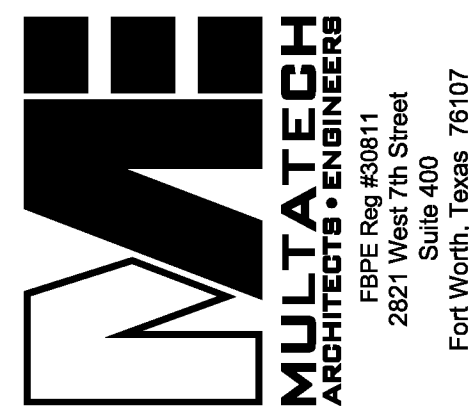
LOUVER SCHEDULE									
MARK	SERVES	NOMINAL CFM	FACE SIZE	MOUNTING	TYPE	MIN NET FREE AREA	MANUFACTURER AND MODEL NO.	REMARKS	
A	VENT	225	18" X 12"	WALL	LOUVER	0.46	RUSKIN ELF637DX	1-6	
B	VENT	220	18" X 12"	WALL	LOUVER	0.44	RUSKIN ELF637DX	1-6	

- UNITS SHALL BE FURNISHED WITH APPROPRIATE FRAMES, ETC. FOR MOUNTING IN RESPECTIVE CEILING/WALL TYPES AND CONDITIONS
- RUSKIN OR APPROVED EQUAL
- PROVIDE BIRDSCREEN
- PROVIDE INSECT SCREEN
- ALL-ALUMINUM CONSTRUCTION
- PROVIDE KYNAR FINISH. VERIFY FINAL COLOR WITH THE ARCHITECT

VRF OUTDOOR CONDENSING UNIT SCHEDULE																								
MARK CU	NOMINAL CAPACITY (TONS)	CONDENSER ELEVATION (FT.)	FCU SERVED	LENGTH TO FARTHEST UNIT (FT)	AIR COOLED CONDENSING UNIT										MANUFACTURER AND MODEL	REMARKS								
					COMPRESSORS		REF. TYPE	FANS NO.	POWER CONNECTION				HEATING RATING				COOLING RATING		COOLING CAPACITY (MBH)	HEATING CAPACITY (MBH)	MIN. COP	MIN. IEER	WT. (LBS)	
					NO.	RLA EACH			ALL V.	COND #1	Ph	MCA	MOC	O.D. TEMP			I.D. DB TEMP	O.D. TEMP						I.D. DB TEMP
1	4	607	1-8	57 (H) + 8 (V)	1		19.0	R410A	2	230	1	29.1	35	28.0	70.0	105.0	75.0	44	10.1	18.0	176.4	DAIKIN RXTQ48TAVJU	1-8	
2	4	607	9-16	60 (H) + 8 (V)	1		19.0	R410A	2	230	1	29.1	35	28.0	70.0	105.0	75.0	46	44	10.1	18.0	176.4	DAIKIN RXTQ48TAVJU	1-8
3	4	607	17-23	60 (H) + 20 (V)	1		19.0	R410A	2	230	1	29.1	35	28.0	70.0	105.0	75.0	42	44	10.1	18.0	176.4	DAIKIN RXTQ48TAVJU	1-8
4	4	607	24-29	50 (H) + 20 (V)	1		19.0	R410A	2	230	1	29.1	35.0	28.0	70.0	105.0	75.0	45.8	44.5	10.1	18.0	176.4	DAIKIN RXTQ48TAVJU	1-8

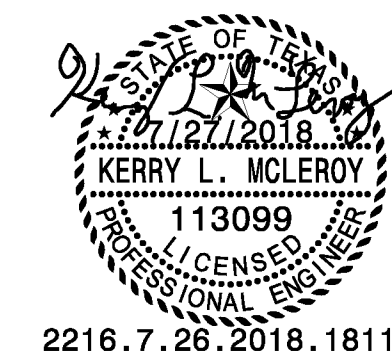
- SIZE, ROUTE, INSULATE AND PROVIDE APPURTENANCES FOR DX PIPING SYSTEMS, PER MANUFACTURER RECOMMENDATIONS
- Listed capacities on the indoor air handler schedule are for the air handler and condenser unit combination at the operating temps specified. Units shall perform to listed capacities.
- PROVIDE ELECTRONIC EXPANSION VALVE, HIGH PRESSURE SWITCH, FAN DRIVE OVERLOAD PROTECTION, OVERCURRENT RELAY AND INVERTER OVERLOAD PROTECTION
- CONDENSING UNIT MAY SERVE MULTIPLE BRANCH SELECTOR BOXES. COORDINATE BRANCH SELECTOR BOX QUANTITY AND LOCATIONS PER MANUFACTURER RECOMMENDATIONS
- REFER TO MANUFACTURER'S INSTALLATION, OPERATION AND MAINTENANCE MANUAL
- CONDENSING UNIT SERVES MULTIPLE INDOOR UNITS. REFER TO M2.01 AND M2.02 FOR CONDENSING UNIT - AIR HANDLER COMBINATIONS.
- PROVIDE OUTDOOR UNIT MULTI CONNECTION PIPING KIT WHERE REQUIRED
- PROVIDE WITH LOW AMBIENT COOLING OPERATION DOWN TO 0F

ISSUES		
NO.	DESCRIPTION	DATE
15%	SUBMITTAL	05.30.2018
65%	SUBMITTAL	06.20.2018
95%	SUBMITTAL	07.10.2018
IFC		07.27.2018



**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
 1200 N CORINTH ST  
 CORINTH, TEXAS 76208  
**MECHANICAL EQUIPMENT SCHEDULES**

PROJECT #: 18116  
 ISSUE DATE: 07.27.2018  
 SHEET NUMBER:  
**M0.2**

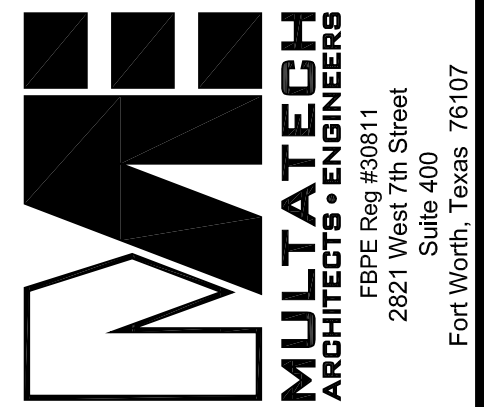


**Summit**  
 CONSULTANTS, INC.  
 Texas BPE Registration # F-207

1300 Summit Avenue Suite 500  
 Fort Worth, Texas 76102  
 Office 817 878 4242  
 Facsimile 817 878 4240

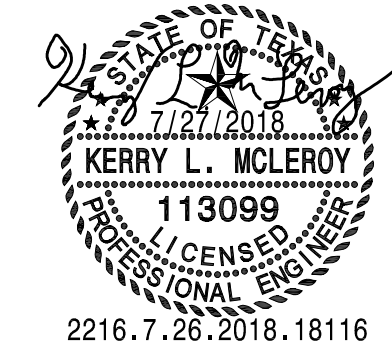
4144 N. Central Expy Suite 635  
 Dallas, Texas 75204  
 Office 214 420 9111  
 www.summitmep.com

ISSUES		
NO.	DESCRIPTION	DATE
15%	SUBMITTAL	05.30.2018
65%	SUBMITTAL	06.20.2018
95%	SUBMITTAL	07.10.2018
IFC		07.27.2018

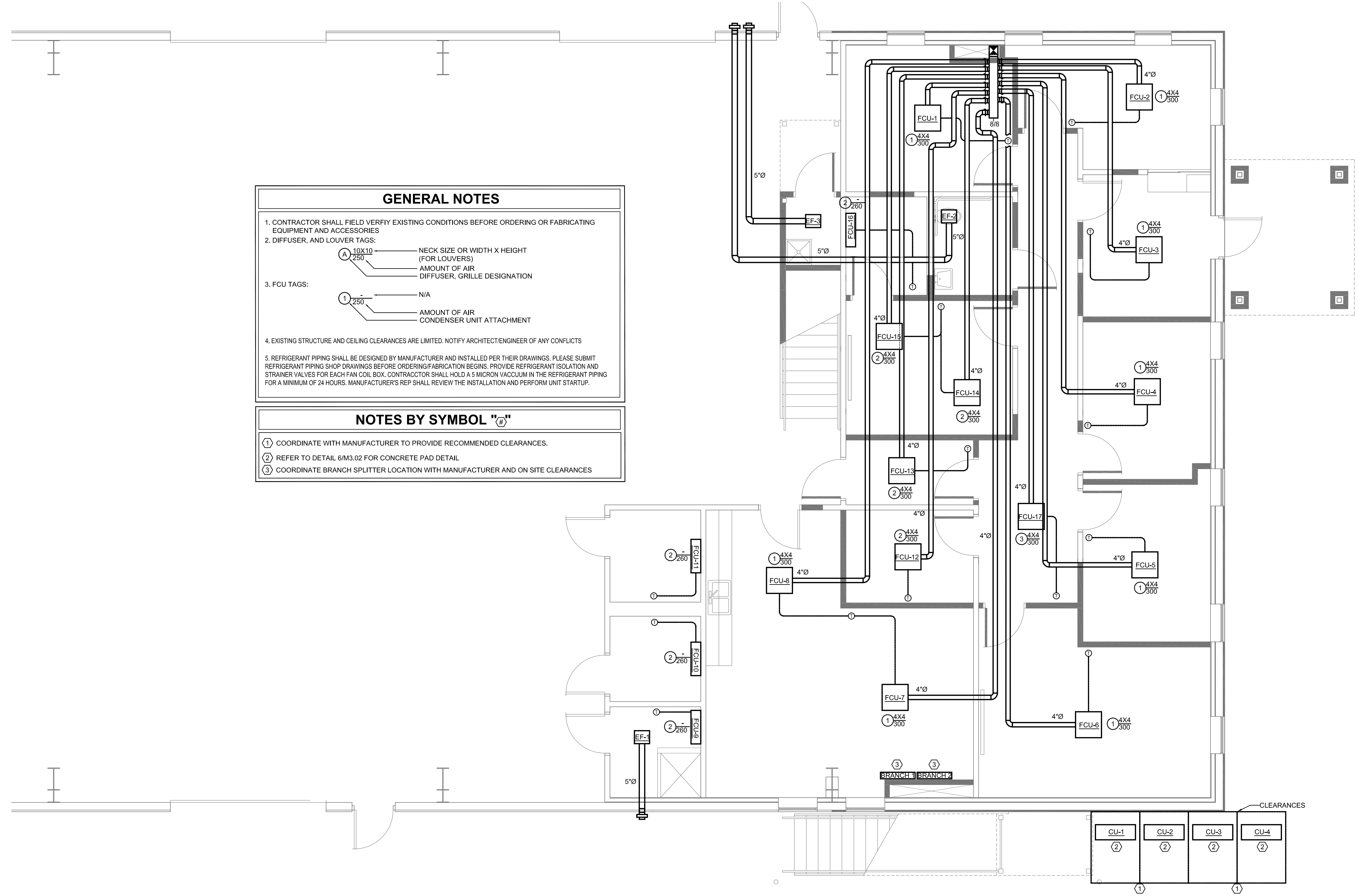


**PUBLIC WORKS DEPARTMENT  
BUILDING REMODEL**  
1200 N CORINTH ST  
CORINTH, TEXAS 76208  
ENLARGED FIRST FLOOR  
MECHANICAL PLAN

PROJECT #: 18116  
ISSUE DATE: 07.27.2018  
SHEET NUMBER:  
**M2.1**



**Summit**  
CONSULTANTS, INC.  
Texas BPE Registration # F-207  
1300 Summit Avenue Suite 500  
Fort Worth, Texas 76102  
Office 817 878 4242  
Facsimile 817 878 4240  
4144 N. Central Expwy Suite 635  
Dallas, Texas 75204  
Office 214 420 9111  
www.summitmep.com



**GENERAL NOTES**

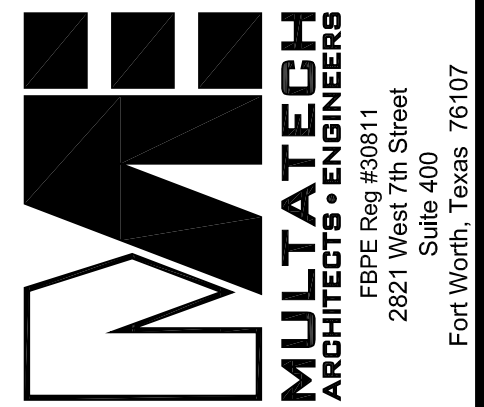
- CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS BEFORE ORDERING OR FABRICATING EQUIPMENT AND ACCESSORIES
- DIFFUSER, AND LOUVER TAGS:
  - A 10X10 / 250 — NECK SIZE OR WIDTH X HEIGHT (FOR LOUVERS)
  - AMOUNT OF AIR
  - DIFFUSER, GRILLE DESIGNATION
- FCU TAGS:
  - 1 250 — N/A
  - AMOUNT OF AIR
  - CONDENSER UNIT ATTACHMENT
- EXISTING STRUCTURE AND CEILING CLEARANCES ARE LIMITED. NOTIFY ARCHITECT/ENGINEER OF ANY CONFLICTS
- REFRIGERANT PIPING SHALL BE DESIGNED BY MANUFACTURER AND INSTALLED PER THEIR DRAWINGS. PLEASE SUBMIT REFRIGERANT PIPING SHOP DRAWINGS BEFORE ORDERING/FABRICATION BEGINS. PROVIDE REFRIGERANT ISOLATION AND STRAINER VALVES FOR EACH FAN COIL BOX. CONTRACTOR SHALL HOLD A 5 MICRON VACCUUM IN THE REFRIGERANT PIPING FOR A MINIMUM OF 24 HOURS. MANUFACTURER'S REP SHALL REVIEW THE INSTALLATION AND PERFORM UNIT STARTUP.

**NOTES BY SYMBOL "#"**

- COORDINATE WITH MANUFACTURER TO PROVIDE RECOMMENDED CLEARANCES.
- REFER TO DETAIL 6/M3.02 FOR CONCRETE PAD DETAIL
- COORDINATE BRANCH SPLITTER LOCATION WITH MANUFACTURER AND ON SITE CLEARANCES

**1 GROUND FLOOR**  
SCALE: 1/4" = 1'-0"  
4' 2' 0 4' 8'  
1/4" = 1'-0"

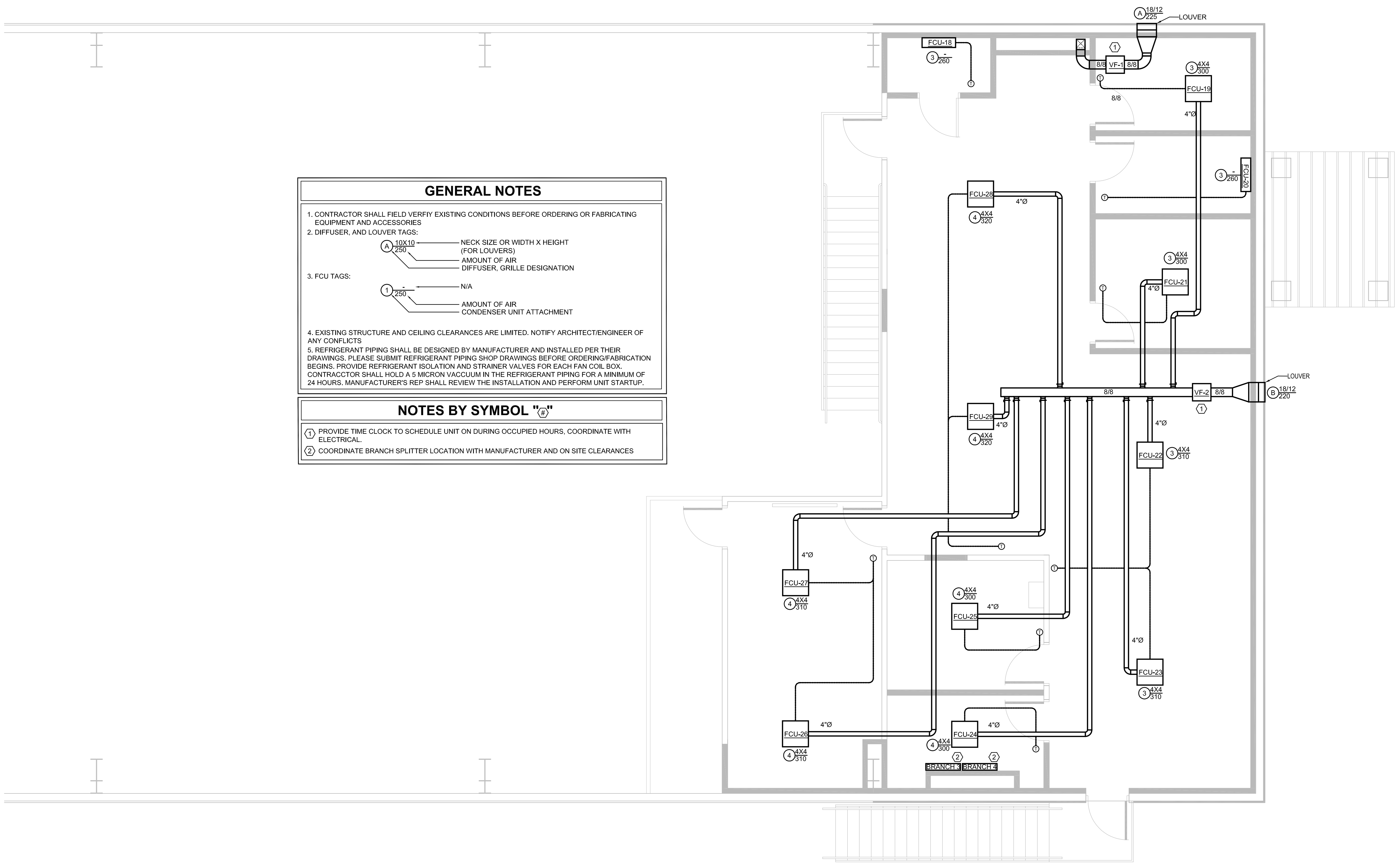
ISSUES		
NO.	DESCRIPTION	DATE
	15% SUBMITTAL	05.30.2018
	65% SUBMITTAL	06.20.2018
	95% SUBMITTAL	07.10.2018
	IFC	07.27.2018



**PUBLIC WORKS DEPARTMENT  
BUILDING REMODEL**  
1200 N CORINTH ST  
CORINTH, TEXAS 76208

ENLARGED SECOND FLOOR  
MECHANICAL PLAN

PROJECT #: 18116  
ISSUE DATE: 07.27.2018  
SHEET NUMBER:  
**M2.2**

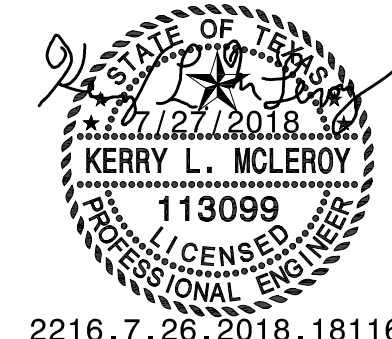
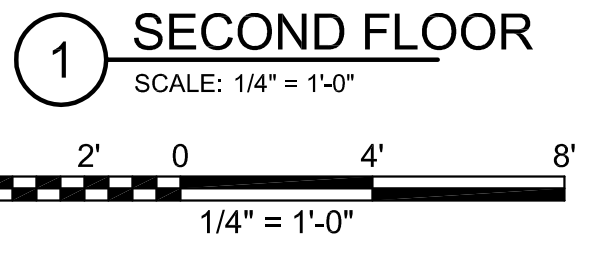


**GENERAL NOTES**

- CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS BEFORE ORDERING OR FABRICATING EQUIPMENT AND ACCESSORIES
- DIFFUSER, AND LOUVER TAGS:
  - A 10X10 — NECK SIZE OR WIDTH X HEIGHT (FOR LOUVERS)
  - AMOUNT OF AIR
  - DIFFUSER, GRILLE DESIGNATION
- FCU TAGS:
  - 1 — N/A
  - AMOUNT OF AIR
  - CONDENSER UNIT ATTACHMENT
- EXISTING STRUCTURE AND CEILING CLEARANCES ARE LIMITED. NOTIFY ARCHITECT/ENGINEER OF ANY CONFLICTS
- REFRIGERANT PIPING SHALL BE DESIGNED BY MANUFACTURER AND INSTALLED PER THEIR DRAWINGS. PLEASE SUBMIT REFRIGERANT PIPING SHOP DRAWINGS BEFORE ORDERING/FABRICATION BEGINS. PROVIDE REFRIGERANT ISOLATION AND STRAINER VALVES FOR EACH FAN COIL BOX. CONTRACTOR SHALL HOLD A 5 MICRON VACUUM IN THE REFRIGERANT PIPING FOR A MINIMUM OF 24 HOURS. MANUFACTURER'S REP SHALL REVIEW THE INSTALLATION AND PERFORM UNIT STARTUP.

**NOTES BY SYMBOL "#"**

- PROVIDE TIME CLOCK TO SCHEDULE UNIT ON DURING OCCUPIED HOURS, COORDINATE WITH ELECTRICAL.
- COORDINATE BRANCH SPLITTER LOCATION WITH MANUFACTURER AND ON SITE CLEARANCES



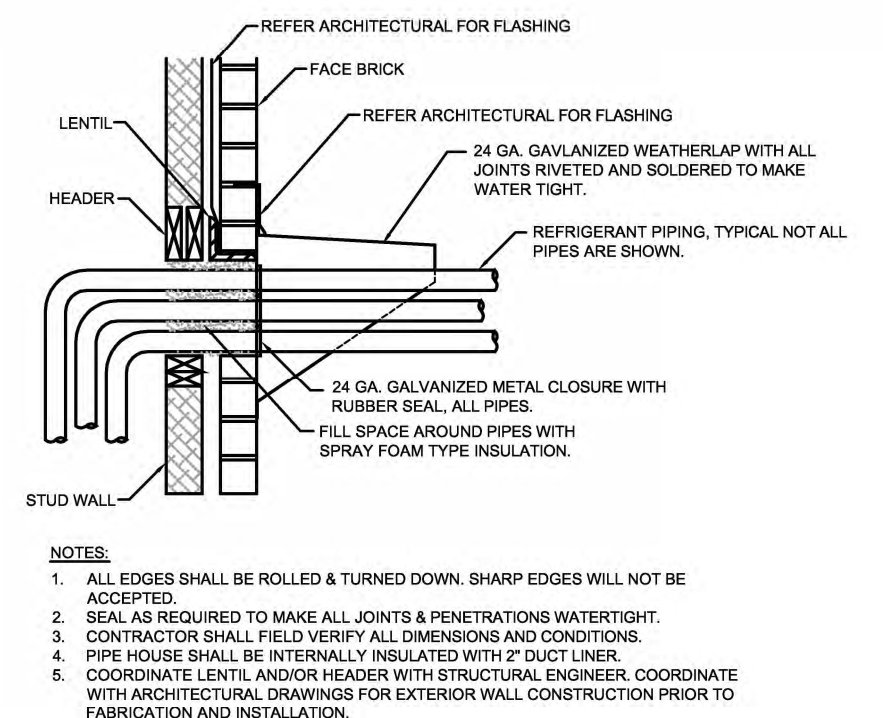
**Summit**  
CONSULTANTS, INC.  
Texas BPE Registration # F-207

1300 Summit Avenue Suite 500  
Fort Worth, Texas 76102  
Office 817 878 4242  
Facsimile 817 878 4240

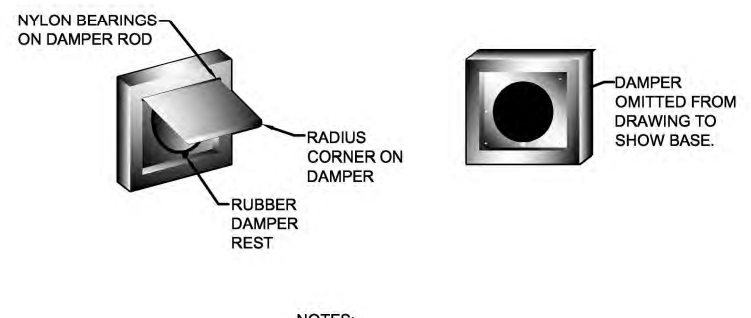
4144 N. Central Expwy Suite 635  
Dallas, Texas 75204  
Office 214 420 9111  
www.summitmep.com

S:\P18116 - Corinth Facility Rehab Existing Office Building\Mech\DESIGN\OFFICE\M3.01.dwg : Rename 07/26/18 13:54:59 dpd  
 SHEET SIZE = ANSI D 22x34

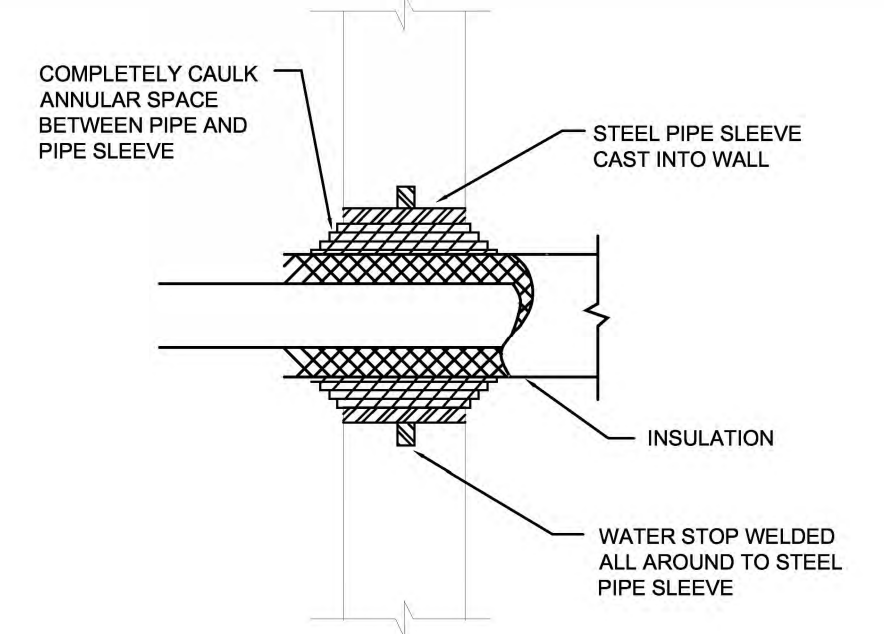
S:\P18116 - Corinth Facility Rehab Existing Office Building\Mech\DESIGN\OFFICE\M3.01.dwg Jul 26, 2018 - 1:54pm User: dpd



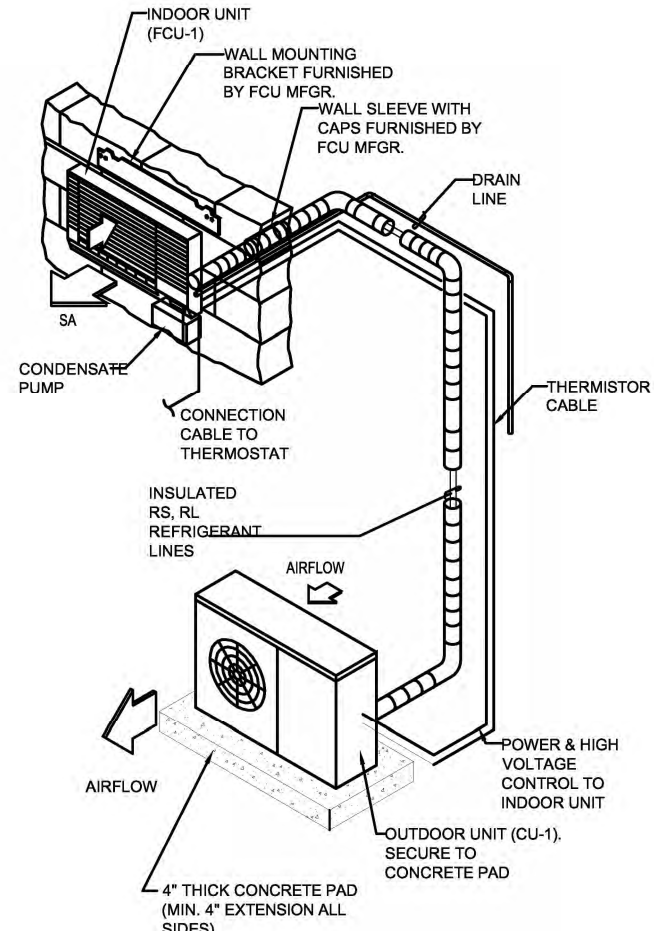
**1** TYPICAL SIDEWALL PIPING PORTAL ASSEMBLY DETAIL  
 SCALE: NO SCALE



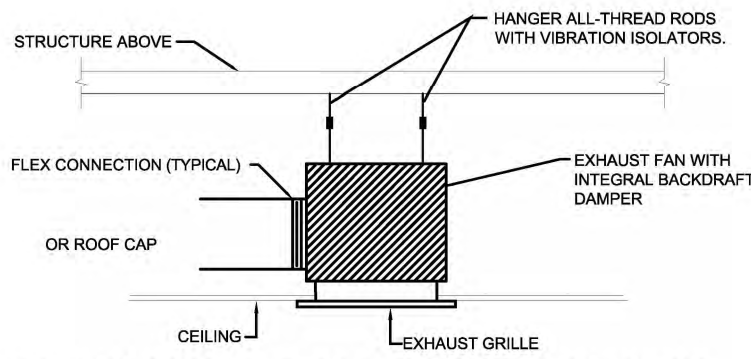
**2** WALL VENT DETAIL  
 NO SCALE



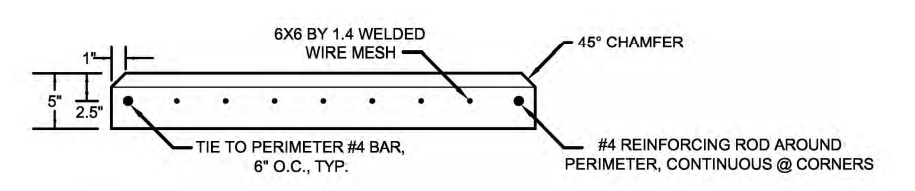
**3** TYPICAL INSULATED PIPE WALL PENETRATION ABOVE GRADE DETAIL  
 SCALE: NO SCALE



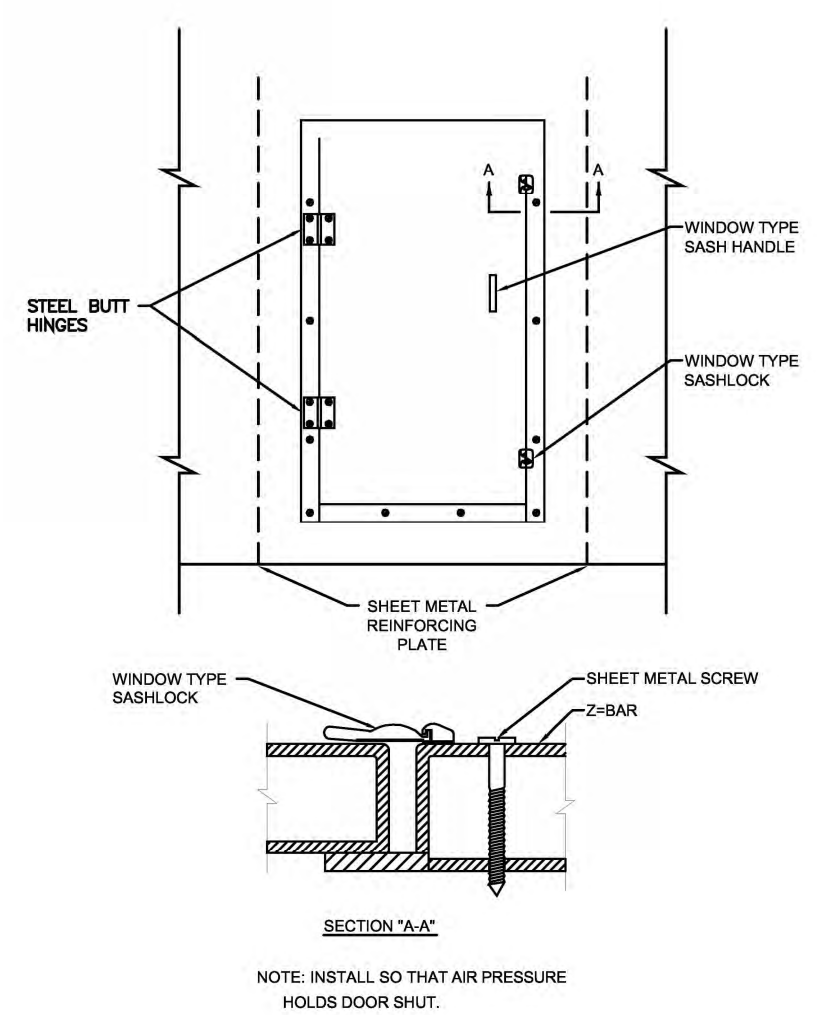
**4** DUCTLESS AIR CONDITIONER DETAIL  
 SCALE: NO SCALE



**5** HANGING CEILING EXHAUST FAN DETAIL  
 SCALE: NO SCALE

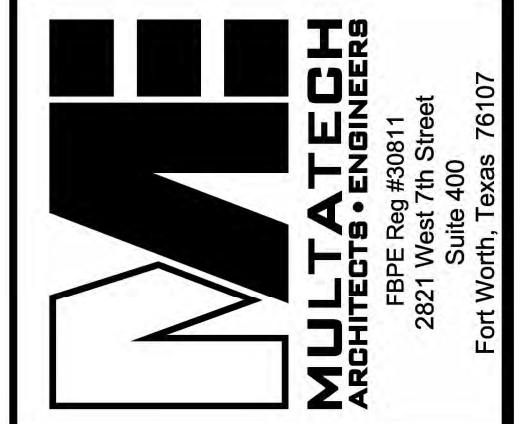


**6** SECTION THROUGH CONDENSING UNIT CONCRETE PAD  
 SCALE: NO SCALE



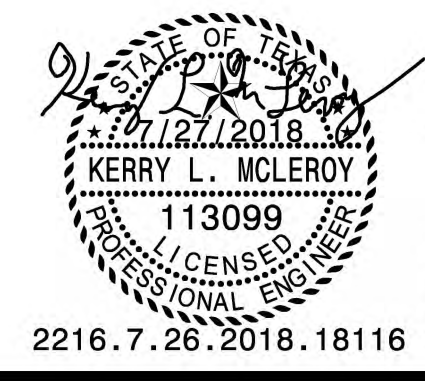
**7** ACCESS DOOR DETAIL  
 SCALE: NO SCALE

ISSUES		
NO.	DESCRIPTION	DATE
15%	SUBMITTAL	05.30.2018
65%	SUBMITTAL	06.20.2018
95%	SUBMITTAL	07.10.2018
	IFC	07.27.2018



**PUBLIC WORKS DEPARTMENT  
 BUILDING REMODEL**  
 1200 N CORINTH ST  
 CORINTH, TEXAS 76208  
**MECHANICAL DETAILS**

PROJECT #: 18116  
 ISSUE DATE: 07.27.2018  
 SHEET NUMBER:  
**M3.1**



**Summit**  
 CONSULTANTS, INC.  
 Texas BPE Registration # F-207  
 1300 Summit Avenue Suite 500 Fort Worth, Texas 76102  
 4144 N. Central Expwy Suite 635 Dallas, Texas 75204  
 Office 817 878 4242 Office 214 420 9111  
 Facsimile 817 878 4240 www.summitmep.com

4.1.1 GENERAL CONDITIONS

A. ALL WORK COVERED BY THIS SECTION OF THESE SPECIFICATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE RESPECTIVE DRAWINGS, INFORMATION OF INSTRUCTIONS TO BIDDERS, GENERAL REQUIREMENTS AND THE SUPPLEMENTARY GENERAL CONDITIONS OF THESE SPECIFICATIONS.

B. BIDDERS SHALL DETERMINE THE CONTENTS OF A COMPLETE SET OF DRAWINGS AND SPECIFICATIONS AND BE AWARE THAT THEY MAY BE BIDDING FROM A PARTIAL SET OF DRAWINGS, APPLICABLE ONLY TO THE VARIOUS SEPARATE CONTRACT, SUBCONTRACTS OR TRADES AS MAY BE ISSUED FOR BIDDING PURPOSES ONLY.

C. THE CONSTRUCTION DETAILS FOR THE BUILDING ARE ILLUSTRATED ON THE ARCHITECTURAL AND STRUCTURAL DRAWINGS. EACH CONTRACTOR SHALL THOROUGHLY ACQUAINT HIMSELF WITH THE DETAILS BEFORE ANY CONSTRUCTION BEGINS.

1.1.3 INSPECTION OF SITE
A. THE CONTRACTOR SHALL VISIT THE SITE, VERIFY ALL EXISTING ITEMS SHOWN ON PLANS OR SPECIFIED, AND FAMILIARIZE HIMSELF WITH THE WORKING CONDITIONS, HAZARDS, EXISTING GRADES, ACTUAL FORMATIONS, SOIL CONDITIONS, AND LOCAL REQUIREMENTS INVOLVED.

1.1.4 UTILITIES, LOCATIONS AND ELEVATIONS
A. LOCATIONS AND ELEVATIONS OF THE VARIOUS UTILITIES INCLUDE WITHIN THIS SCOPE OF THE VARIOUS UTILITIES AND FROM CITY AND/OR OTHER SUBSTANTIALLY RELIABLE SOURCES AND ARE OFFERED SEPARATELY FROM THE CONTRACT DOCUMENTS.

1.1.5 RECORDS FOR THE OWNER
A. EACH CONTRACTOR SHALL OBTAIN AT HIS OWN EXPENSE A COMPLETE SET OF CONSTRUCTION DOCUMENTS ON WHICH HE SHALL KEEP AN ACCURATE RECORD OF THE INSTALLATION OF ALL MATERIALS AND SYSTEMS COVERED BY HIS CONTRACTUAL AGREEMENT.

1.1.6 RECORDS FOR THE OWNER
A. EACH CONTRACTOR SHALL OBTAIN AT HIS OWN EXPENSE A COMPLETE SET OF CONSTRUCTION DOCUMENTS ON WHICH HE SHALL KEEP AN ACCURATE RECORD OF THE INSTALLATION OF ALL MATERIALS AND SYSTEMS COVERED BY HIS CONTRACTUAL AGREEMENT.

1.1.7 MATERIALS AND WORKMANSHIP
A. ALL MATERIALS, UNLESS OTHERWISE SPECIFIED, SHALL BE NEW, FREE FROM ANY DEFECTS AND OF THE BEST QUALITY OF THEIR RESPECTIVE KINDS.

1.1.8 STORAGE AND PROTECTION
A. PROVIDE ADEQUATE FACILITIES FOR ITEMS FURNISHED UNDER THESE SPECIFICATIONS WHICH ARE SUBJECT TO DAMAGE IF EXPOSED TO ELEMENTS.

1.1.9 COOPERATION
A. ALL WORK UNDER THESE SPECIFICATIONS SHALL BE ACCOMPLISHED IN UNCONJUNCTION WITH OTHER TRADES ON THIS PROJECT IN A MANNER WHICH WILL ALLOW EACH TRADE ADEQUATE TIME AT THE PROPER STAGE OF CONSTRUCTION TO FULFILL HIS WORK.

1.1.10 SCHEDULE OF MATERIAL AND EQUIPMENT
A. THE CONTRACTOR SHALL SUBMIT TO THE ARCHITECT FOR APPROVAL A COMPLETE SCHEDULE OF MATERIAL AND EQUIPMENT WHICH IS TO BE INSTALLED UNDER THE CONTRACT.

1.1.11 SHOP DRAWINGS AND SUBMITTALS
A. PROVIDE SUBMITTALS AND SHOP DRAWINGS (3 COPIES MINIMUM) FOR THE FOLLOWING EQUIPMENT AND LAYOUT:
1. DUCTWORK FABRICATION DETAILS AND LAYOUT AT 1/8" = 1'-0" SCALE.

1.1.12 DRAWINGS AND SPECIFICATIONS
A. THE DRAWINGS SHOW DIAGRAMMATICALLY THE LOCATIONS OF THE VARIOUS LINES, DUCTS, CONDUITS, FIXTURES AND EQUIPMENT AND THE METHOD OF CONNECTING AND CONTROLLING THEM.

1.1.13 ARCHITECT'S APPROVAL
A. IN ANY STATEMENT UNDER THIS CONTRACT WHERE "APPROVAL" IS REQUIRED OR REQUESTED, IT IS UNDERSTOOD THAT SUCH APPROVAL MUST BE OBTAINED FROM THE ARCHITECT IN WRITING BEFORE PROCEEDING WITH THE PROPOSAL.

1.1.14 LOCAL RESTRICTIONS
A. THE CONTRACTOR SHALL BECOME FAMILIAR WITH ALL RULES AND REGULATIONS OF THE CITY, COUNTY AND STATE, OR ANY OTHER AUTHORITY HAVING JURISDICTION OVER THIS PROJECT.

1.1.15 ELECTRICAL WIRING
A. EXCEPT FOR SUCH ITEMS AS ARE NORMALLY WIRED UP AT THEIR POINT OF MANUFACTURE AND SO DELIVERED, AND UNLESS SPECIFICALLY NOTED TO THE CONTRARY HEREIN.

1.1.16 LARGE APPARATUS AND EQUIPMENT
A. ALL LARGE APPARATUS AND EQUIPMENT WHICH IS SPECIFIED OR SHOWN TO BE FURNISHED OR INSTALLED UNDER THIS CONTRACT, AND WHICH MAY BE TOO LARGE TO BE MOVED INTO ITS FINAL POSITION THROUGH THE NORMAL BUILDING OPENINGS PLANNED.

1.1.17 CROSS CONNECTION AND INTERCONNECTIONS
A. NO PLUMBING FIXTURE, DEVICE OR PIPING SHALL BE INSTALLED WHICH WILL PROVIDE A CROSS CONNECTION OR INTERCONNECTION BETWEEN A DISTRIBUTING SUPPLY FOR DRINKING OR DOMESTIC PURPOSES AND A POLLUTED SUPPLY SUCH AS DRAINAGE SYSTEMS.

B. THE APPROVAL BY THE ARCHITECT OF ANY MATERIALS, CHANGES, DRAWINGS, ETC., SUBMITTED BY THE CONTRACTOR WILL BE CONSIDERED AS GENERAL ONLY AND TO AID THE CONTRACTOR IN EXPEDITING HIS WORK.

B. MAINTAINING CONTACT AND BEING FAMILIAR WITH THE PROGRESS OF THE GENERAL CONSTRUCTION AND THE TIMELY INSTALLATION OF LINES, DUCTS, AND INSERTS, ETC., BEFORE CONCRETE IS PLACED SHALL BE THE RESPONSIBILITY OF THIS TRADE.

B. THE APPROVAL BY THE ARCHITECT OF ANY MATERIALS, CHANGES, DRAWINGS, ETC., SUBMITTED BY THE CONTRACTOR WILL BE CONSIDERED AS GENERAL ONLY AND TO AID THE CONTRACTOR IN EXPEDITING HIS WORK.

B. THE APPROVAL BY THE ARCHITECT OF ANY MATERIALS, CHANGES, DRAWINGS, ETC., SUBMITTED BY THE CONTRACTOR WILL BE CONSIDERED AS GENERAL ONLY AND TO AID THE CONTRACTOR IN EXPEDITING HIS WORK.

B. THE APPROVAL BY THE ARCHITECT OF ANY MATERIALS, CHANGES, DRAWINGS, ETC., SUBMITTED BY THE CONTRACTOR WILL BE CONSIDERED AS GENERAL ONLY AND TO AID THE CONTRACTOR IN EXPEDITING HIS WORK.

B. THE APPROVAL BY THE ARCHITECT OF ANY MATERIALS, CHANGES, DRAWINGS, ETC., SUBMITTED BY THE CONTRACTOR WILL BE CONSIDERED AS GENERAL ONLY AND TO AID THE CONTRACTOR IN EXPEDITING HIS WORK.

B. THE APPROVAL BY THE ARCHITECT OF ANY MATERIALS, CHANGES, DRAWINGS, ETC., SUBMITTED BY THE CONTRACTOR WILL BE CONSIDERED AS GENERAL ONLY AND TO AID THE CONTRACTOR IN EXPEDITING HIS WORK.

B. THE APPROVAL BY THE ARCHITECT OF ANY MATERIALS, CHANGES, DRAWINGS, ETC., SUBMITTED BY THE CONTRACTOR WILL BE CONSIDERED AS GENERAL ONLY AND TO AID THE CONTRACTOR IN EXPEDITING HIS WORK.

B. THE APPROVAL BY THE ARCHITECT OF ANY MATERIALS, CHANGES, DRAWINGS, ETC., SUBMITTED BY THE CONTRACTOR WILL BE CONSIDERED AS GENERAL ONLY AND TO AID THE CONTRACTOR IN EXPEDITING HIS WORK.

B. THE APPROVAL BY THE ARCHITECT OF ANY MATERIALS, CHANGES, DRAWINGS, ETC., SUBMITTED BY THE CONTRACTOR WILL BE CONSIDERED AS GENERAL ONLY AND TO AID THE CONTRACTOR IN EXPEDITING HIS WORK.

B. THE APPROVAL BY THE ARCHITECT OF ANY MATERIALS, CHANGES, DRAWINGS, ETC., SUBMITTED BY THE CONTRACTOR WILL BE CONSIDERED AS GENERAL ONLY AND TO AID THE CONTRACTOR IN EXPEDITING HIS WORK.

C. ANCHOR ALL LINES HAVING EXPANSION JOINTS SO THAT EXPANSION AND CONTRACTION EFFECT IS EQUALLY DISTRIBUTED.

C. ANCHOR ALL LINES HAVING EXPANSION JOINTS SO THAT EXPANSION AND CONTRACTION EFFECT IS EQUALLY DISTRIBUTED.

C. ANCHOR ALL LINES HAVING EXPANSION JOINTS SO THAT EXPANSION AND CONTRACTION EFFECT IS EQUALLY DISTRIBUTED.

C. ANCHOR ALL LINES HAVING EXPANSION JOINTS SO THAT EXPANSION AND CONTRACTION EFFECT IS EQUALLY DISTRIBUTED.

C. ANCHOR ALL LINES HAVING EXPANSION JOINTS SO THAT EXPANSION AND CONTRACTION EFFECT IS EQUALLY DISTRIBUTED.

C. ANCHOR ALL LINES HAVING EXPANSION JOINTS SO THAT EXPANSION AND CONTRACTION EFFECT IS EQUALLY DISTRIBUTED.

C. ANCHOR ALL LINES HAVING EXPANSION JOINTS SO THAT EXPANSION AND CONTRACTION EFFECT IS EQUALLY DISTRIBUTED.

C. ANCHOR ALL LINES HAVING EXPANSION JOINTS SO THAT EXPANSION AND CONTRACTION EFFECT IS EQUALLY DISTRIBUTED.

C. ANCHOR ALL LINES HAVING EXPANSION JOINTS SO THAT EXPANSION AND CONTRACTION EFFECT IS EQUALLY DISTRIBUTED.

C. ANCHOR ALL LINES HAVING EXPANSION JOINTS SO THAT EXPANSION AND CONTRACTION EFFECT IS EQUALLY DISTRIBUTED.

C. ANCHOR ALL LINES HAVING EXPANSION JOINTS SO THAT EXPANSION AND CONTRACTION EFFECT IS EQUALLY DISTRIBUTED.

E. CONSTRUCT AND INSTALL DUCTS ACCORDING TO SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS-METAL AND FLEXIBLE", UNLESS OTHERWISE INDICATED.

E. CONSTRUCT AND INSTALL DUCTS ACCORDING TO SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS-METAL AND FLEXIBLE", UNLESS OTHERWISE INDICATED.

E. CONSTRUCT AND INSTALL DUCTS ACCORDING TO SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS-METAL AND FLEXIBLE", UNLESS OTHERWISE INDICATED.

E. CONSTRUCT AND INSTALL DUCTS ACCORDING TO SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS-METAL AND FLEXIBLE", UNLESS OTHERWISE INDICATED.

E. CONSTRUCT AND INSTALL DUCTS ACCORDING TO SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS-METAL AND FLEXIBLE", UNLESS OTHERWISE INDICATED.

E. CONSTRUCT AND INSTALL DUCTS ACCORDING TO SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS-METAL AND FLEXIBLE", UNLESS OTHERWISE INDICATED.

E. CONSTRUCT AND INSTALL DUCTS ACCORDING TO SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS-METAL AND FLEXIBLE", UNLESS OTHERWISE INDICATED.

E. CONSTRUCT AND INSTALL DUCTS ACCORDING TO SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS-METAL AND FLEXIBLE", UNLESS OTHERWISE INDICATED.

E. CONSTRUCT AND INSTALL DUCTS ACCORDING TO SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS-METAL AND FLEXIBLE", UNLESS OTHERWISE INDICATED.

E. CONSTRUCT AND INSTALL DUCTS ACCORDING TO SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS-METAL AND FLEXIBLE", UNLESS OTHERWISE INDICATED.

E. CONSTRUCT AND INSTALL DUCTS ACCORDING TO SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS-METAL AND FLEXIBLE", UNLESS OTHERWISE INDICATED.

F. AT THE CONTRACTOR'S OPTION, 2" INSULATED FLEXIBLE DUCT MAY BE USED FOR THE LAST 5' TO A CONNECTION.

F. AT THE CONTRACTOR'S OPTION, 2" INSULATED FLEXIBLE DUCT MAY BE USED FOR THE LAST 5' TO A CONNECTION.

F. AT THE CONTRACTOR'S OPTION, 2" INSULATED FLEXIBLE DUCT MAY BE USED FOR THE LAST 5' TO A CONNECTION.

F. AT THE CONTRACTOR'S OPTION, 2" INSULATED FLEXIBLE DUCT MAY BE USED FOR THE LAST 5' TO A CONNECTION.

F. AT THE CONTRACTOR'S OPTION, 2" INSULATED FLEXIBLE DUCT MAY BE USED FOR THE LAST 5' TO A CONNECTION.

F. AT THE CONTRACTOR'S OPTION, 2" INSULATED FLEXIBLE DUCT MAY BE USED FOR THE LAST 5' TO A CONNECTION.

F. AT THE CONTRACTOR'S OPTION, 2" INSULATED FLEXIBLE DUCT MAY BE USED FOR THE LAST 5' TO A CONNECTION.

F. AT THE CONTRACTOR'S OPTION, 2" INSULATED FLEXIBLE DUCT MAY BE USED FOR THE LAST 5' TO A CONNECTION.

F. AT THE CONTRACTOR'S OPTION, 2" INSULATED FLEXIBLE DUCT MAY BE USED FOR THE LAST 5' TO A CONNECTION.

F. AT THE CONTRACTOR'S OPTION, 2" INSULATED FLEXIBLE DUCT MAY BE USED FOR THE LAST 5' TO A CONNECTION.

F. AT THE CONTRACTOR'S OPTION, 2" INSULATED FLEXIBLE DUCT MAY BE USED FOR THE LAST 5' TO A CONNECTION.

Table with 3 columns: NO., DESCRIPTION, DATE. Row 1: 15% SUBMITTAL, 05.30.2018. Row 2: 65% SUBMITTAL, 06.20.2018. Row 3: 95% SUBMITTAL, 07.10.2018. Row 4: IFC, 07.27.2018.

A. THE CONTRACTOR SHALL OPERATE ALL SYSTEMS UNTIL THE SATISFACTORY PERFORMANCE OF SPECIFICATION REQUIREMENTS IS DEMONSTRATED TO THE COMPLETE SATISFACTION OF THE OWNER AND/OR ENGINEER.

A. THE CONTRACTOR SHALL OPERATE ALL SYSTEMS UNTIL THE SATISFACTORY PERFORMANCE OF SPECIFICATION REQUIREMENTS IS DEMONSTRATED TO THE COMPLETE SATISFACTION OF THE OWNER AND/OR ENGINEER.

A. THE CONTRACTOR SHALL OPERATE ALL SYSTEMS UNTIL THE SATISFACTORY PERFORMANCE OF SPECIFICATION REQUIREMENTS IS DEMONSTRATED TO THE COMPLETE SATISFACTION OF THE OWNER AND/OR ENGINEER.

A. THE CONTRACTOR SHALL OPERATE ALL SYSTEMS UNTIL THE SATISFACTORY PERFORMANCE OF SPECIFICATION REQUIREMENTS IS DEMONSTRATED TO THE COMPLETE SATISFACTION OF THE OWNER AND/OR ENGINEER.

A. THE CONTRACTOR SHALL OPERATE ALL SYSTEMS UNTIL THE SATISFACTORY PERFORMANCE OF SPECIFICATION REQUIREMENTS IS DEMONSTRATED TO THE COMPLETE SATISFACTION OF THE OWNER AND/OR ENGINEER.

A. THE CONTRACTOR SHALL OPERATE ALL SYSTEMS UNTIL THE SATISFACTORY PERFORMANCE OF SPECIFICATION REQUIREMENTS IS DEMONSTRATED TO THE COMPLETE SATISFACTION OF THE OWNER AND/OR ENGINEER.

A. THE CONTRACTOR SHALL OPERATE ALL SYSTEMS UNTIL THE SATISFACTORY PERFORMANCE OF SPECIFICATION REQUIREMENTS IS DEMONSTRATED TO THE COMPLETE SATISFACTION OF THE OWNER AND/OR ENGINEER.

A. THE CONTRACTOR SHALL OPERATE ALL SYSTEMS UNTIL THE SATISFACTORY PERFORMANCE OF SPECIFICATION REQUIREMENTS IS DEMONSTRATED TO THE COMPLETE SATISFACTION OF THE OWNER AND/OR ENGINEER.

A. THE CONTRACTOR SHALL OPERATE ALL SYSTEMS UNTIL THE SATISFACTORY PERFORMANCE OF SPECIFICATION REQUIREMENTS IS DEMONSTRATED TO THE COMPLETE SATISFACTION OF THE OWNER AND/OR ENGINEER.



SECTION 5 - SYSTEM BALANCING
5.1.1 SCOPE
A. THE CONTRACTOR SHALL GUARANTEE ALL MATERIAL, WORKMANSHIP AND PERFORMANCE FOR A PERIOD OF ONE YEAR AFTER FINAL ACCEPTANCE BY THE OWNER.

PUBLIC WORKS DEPARTMENT BUILDING REMODEL 1200 N CORINTH ST CORINTH, TEXAS 76208 MECHANICAL SHEET SPECIFICATIONS PROJECT #: 18116 ISSUE DATE: 07.27.2018 SHEET NUMBER: M3.2 Summit CONSULTANTS, INC. 1300 Summit Avenue Suite 500 Fort Worth, Texas 76102 Office 817 878 4242 Facsimile 817 878 4240 4144 N. Central Expwy Suite 635 Dallas, Texas 75204 Office 214 420 9111 www.summitmep.com

S:\P18116 - Corinth Facility Rehab Existing Office Building\Mech\DESIGN\M3:02.dwg Jul 26, 2018 1:55pm User: ddp SHEET SIZE = ANSI D 22x34

**PLUMBING SYMBOLS AND ABBREVIATIONS**

NOTE: ALL SYMBOLS AND ABBREVIATIONS SHOWN ARE NOT NECESSARILY USED ON THE DRAWINGS

**GENERAL NOTES**

- PERFORM ALL WORK IN ACCORDANCE WITH ALL APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. PROVIDE ALL PERMITS, INSPECTIONS, LICENSES AND FEES. FURNISH ALL LABOR, EQUIPMENT, SUPPLIES AND MATERIALS NECESSARY TO PROVIDE COMPLETE AND OPERATIONAL SYSTEMS.
- THE DRAWINGS AND SPECIFICATIONS INDICATE THE GENERAL DESIGN AND ARRANGEMENT OF PIPES, FIXTURES, EQUIPMENT, SYSTEMS, ETC. INFORMATION SHOWN IS DIAGRAMMATIC IN CHARACTER AND DOES NOT NECESSARILY INDICATE EVERY REQUIRED OFFSET, FITTING, ETC. DO NOT SCALE THE DRAWINGS FOR DIMENSIONS. TAKE ALL DIMENSIONS, MEASUREMENTS, EQUIPMENT LOCATIONS, LEVELS, ETC FROM THE ARCHITECTURAL DRAWINGS AND FROM THE EQUIPMENT TO BE FURNISHED. PIPING MAY BE RELOCATED OR OFFSET FOR PROPER CLEARANCES OR TO AVOID CONFLICTS WITH OTHER TRADES. THE DESIGN INTENT (I.E. PITCHES, VELOCITIES, PRESSURE DROPS, VOLTAGE DROPS, ETC) CANNOT BE GREATLY ALTERED WITHOUT THE APPROVAL OF THE ARCHITECT. THE COST OF THESE DEVIATIONS TO AVOID INTERFERENCE'S SHALL BE PART OF THE ORIGINAL CONTRACT BID.
- EACH SUBCONTRACTOR SHALL CONFER AND COOPERATE WITH ALL OTHER TRADES TO COORDINATE THEIR WORK. COORDINATION SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO MATERIALS AND EQUIPMENT ROUTED IN CEILING AND WALL CAVITIES, EQUIPMENT ARRANGEMENT IN MECHANICAL SPACES, INCLUDING EQUIPMENT CLEARANCE REQUIREMENTS, ELEVATIONS AND DIMENSIONS OF STRUCTURAL MEMBERS AND OPENINGS, ETC. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY CONFLICTS.
- BASE FINAL INSTALLATION OF MATERIALS AND EQUIPMENT ON ACTUAL DIMENSIONS AND CONDITIONS AT THE PROJECT SITE. FIELD MEASURE FOR MATERIALS AND EQUIPMENT REQUIRING EXACT FIT. NO EXTRAS WILL BE GIVEN FOR THE CONTRACTORS FAILURE TO FIELD COORDINATE.
- THE OWNER OR ENGINEER ARE NOT RESPONSIBLE FOR THE CONTRACTOR'S SAFETY PRECAUTIONS OR FOR MEANS, METHODS, TECHNIQUES, CONSTRUCTION SEQUENCES, OR PROCEDURES REQUIRED TO PERFORM THE WORK.
- THE CONTRACTOR SHALL LOCATE ALL EQUIPMENT THAT MUST BE SERVICED, OPERATED, OR MAINTAINED IN FULLY ACCESSIBLE POSITIONS. EQUIPMENT SHALL INCLUDE (BUT NOT LIMITED TO) VALVES, SHOCK ABSORBERS, TRAPS, CLEANOUTS, MOTORS, CONTROLLERS, SWITCHGEAR, AND DRAIN POINTS IF REQUIRED FOR BETTER ACCESSIBILITY. FURNISH ACCESS DOORS FOR THIS PURPOSE. MINOR DEVIATIONS FROM THE DRAWINGS MAY BE ALLOWED TO PROVIDE FOR BETTER ACCESSIBILITY. ANY CHANGES SHALL BE APPROVED BY THE ARCHITECT AND CONSTRUCTION MANAGER/GENERAL CONTRACTOR PRIOR TO MAKING THE CHANGE.
- THE CONTRACTOR SHALL PROVIDE ACCESS DOORS, WALL OPENINGS, ROOF OPENINGS OR ANY OTHER CONSTRUCTION REQUIREMENT NEEDED TO ACCOMMODATE THE PLUMBING EQUIPMENT. LOCATIONS OF THESE OPENINGS SHALL BE SUBMITTED IN SUFFICIENT TIME TO BE INSTALLED IN THE NORMAL COURSE OF WORK.
- THE CONTRACTOR SHALL COORDINATE ELECTRICAL REQUIREMENTS OF PLUMBING EQUIPMENT WITH THE ELECTRICAL CONTRACTOR PRIOR TO THE PURCHASE AND INSTALLATION OF ANY ELECTRICAL GEAR OR CONDUIT.
- PROVIDE VIBRATION ISOLATORS FOR MOTOR DRIVEN PLUMBING EQUIPMENT UNLESS NOTED OTHERWISE. PROVIDE ISOLATION AS RECOMMENDED BY THE EQUIPMENT MANUFACTURER.
- THE CONTRACTOR SHALL COORDINATE THE LOCATION OF ALL WALL CLEANOUTS, ACCESS DOORS, ETC WITH THE ARCHITECT AND ALL OTHER TRADES PRIOR TO INSTALLATION. IF A CONFLICT WITH MILLWORK, LIGHT SWITCHES, WINDOWS, ETC EXISTS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF THE POTENTIAL INTERFERENCE PRIOR TO INSTALLATION.
- PLUMBING VENTS THROUGH THE ROOF SHALL BE A MINIMUM OF 10 FEET FROM ALL OUTSIDE AIR INTAKES AND A MINIMUM OF 5 FEET FROM EXTERIOR PERIMETER WALLS.
- SOME PIPES SHOWN ON EACH FLOOR PLAN MAY BE SHOWN WITH AN OFFSET FOR CLARITY.
- PLUMBING FIXTURES AND TRIM OF LIKE KIND SHALL BE OF THE SAME MANUFACTURER THROUGHOUT THE PROJECT. TYPICAL CATEGORIES INCLUDE THE FOLLOWING:
  - A. WATER CLOSETS, LAVATORIES, URINALS
  - B. FAUCETS, MIXING VALVES
  - C. TAIL PIECE, FIXTURE TRAPS, ESCUTCHEONS, ARM EXTENSIONS, STRAINERS
  - D. FIXTURE CARRIERS, FLOOR DRAINS, FLOOR SINKS, ROOF DRAINS, OVERFLOW DRAINS
  - E. COUNTER TOP SINKS
- PROVIDE WATER HAMMER ARRESTERS BETWEEN THE NEXT TO LAST AND LAST FIXTURE AT EACH BATTERY OF PLUMBING FIXTURES IN ACCORDANCE WITH THE WATER HAMMER ARRESTER SCHEDULE AND THE PLUMBING AND DRAINAGE INSTITUTE STANDARD PDI-WH-201.
- ALL SANITARY WASTE PIPING WITHIN THE BUILDING ENVELOPE SHALL HAVE MINIMUM SLOPES AS REQUIRED BY THE LOCAL CODE AUTHORITY. CONTRACTOR SHALL VERIFY INVERT ELEVATIONS INDICATED ON FLOOR PLANS PRIOR TO INSTALLATION OF ANY SITE UTILITIES AND CONNECTION INTO EXISTING SERVICES.
- COMPLY WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA) AND THE TEXAS ACCESSIBILITY'S STANDARD (TAS). PLUMBING CONTRACTOR SHALL PROVIDE PLUMBING FIXTURES WITH FLUSH VALVE HANDLES LOCATED ON THE WIDE SIDE OF EACH STALL.
- SEAL ALL PIPE PENETRATIONS THROUGH FIRE RATED BUILDING ELEMENTS WITH AN APPROVED FIRE PROOFING MATERIAL.
- ALL FLOOR DRAIN AND FLOOR SINK TRAPS SHALL BE PRIMED WITH LISTED TRAP PRIMERS. PROVIDE SPIGOT ADAPTER ON ALL FLOOR DRAINS. HORIZONTAL TRAP PRIMER PIPING SHALL NOT BE ROUTED WITHIN FLOOR SLAB.

**ABBREVIATIONS**

A/E	ARCHITECT/ENGINEER	L	LENGTH
AFF	ABOVE FINISHED FLOOR	LB	POUNDS
AHU	AIR HANDLING UNIT	LRA	LOCKED ROTOR AMPS
APPROX	APPROXIMATE	MAX	MAXIMUM
BD	BUILDING DRAIN (BELOW FLOOR)	MCA	MINIMUM CIRCUIT AMPACITY
B.F.G.	BELOW FINISHED GRADE	MIN	MINIMUM
BS	BUILDING SEWER (OUTSIDE OF BLDG)	MSB	MOP SINK BASIN
CU	COPPER, CONDENSING UNIT	N/A	NOT APPLICABLE
CW	DOMESTIC COLD WATER	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
D	EQUIPMENT DRAIN	NFVH	NON-FREEZE WALL HYDRANT
DCO	TWO-WAY GRADE CLEANOUT	N/O/N/C	NORMALLY OPEN, NORMALLY CLOSED
DEG	DEGREES	O/C	ON CENTER
DSN	DOWNSPOUT NOZZLE	O/D	ROOF OVERFLOW DRAIN
(E)	EXISTING	PCO	PLUG CLEANOUT
EQUIP	EQUIPMENT	PH	PHASE
EVC	ELECTRIC WATER COOLER	PROVIDE	FURNISH AND INSTALL
'F	DEGREES FAHRENHEIT	PSI	POUNDS PER SQUARE INCH
FCU	FLOOR CLEANOUT	RD	ROOF DRAIN
FCJ	FAN COIL UNIT	RE	REFERENCE, REFER
FD	FLOOR DRAIN	RLA	RUNNING LOAD AMPS
FS	FLOOR SINK	RM	ROOM
FT.	FOOT, FEET	RPBFP	REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER
FVC	FIRE VALVE CABINET	RPZ	REDUCED PRESSURE ZONE
G	NATURAL GAS	S	SINK
GCO	GRADE CLEANOUT	SD	STORM DRAIN (BELOW FLOOR)
GWH	NATURAL GAS WATER HEATER	ST	STORM WATER (ABOVE CEILING)
H	HEIGHT	SSD	SUBSURFACE DRAIN
HB	HOSE BIBB	THRU	THROUGH
HP	HORSEPOWER	TP	TRAP PRIMER
HW	DOMESTIC HOT WATER	TYP	TYPICAL
HWC	DOMESTIC HOT WATER	U	URINAL
HWTM	HOT WATER TEMPERATURE MAINTENANCE CABLE	UL	UNDERWRITERS LABORATORIES, INC.
HZ	HERTZ	V	SANITARY VENT
IE	INVERT ELEVATION	VTR	SANITARY VENT THRU ROOF
IN.	INCH, INCHES	W	SANITARY WASTE (ABOVE FLOOR)
J-BOX	JUNCTION BOX	WC	WATER CLOSET
KW	KILOWATT	WCO	WALL CLEANOUT
		W/	WITH
		W/O	WITHOUT

**VALVES AND FITTINGS**

SYMBOL	DESCRIPTION
	SHUT-OFF / ISOLATION VALVE
	BALL VALVE
	BUTTERFLY VALVE
	GLOBE VALVE
	PLUG VALVE / GAS COCK
	CHECK VALVE
	STRAINER
	CALIBRATED BALANCING VALVE
	GAS PRESSURE REGULATOR
	FLOW SWITCH
	UNION (DIELECTRIC)
	VALVE IN RISER
	END RISE (90° ELL)
	END DROP (90° ELL)
	RISE OR DROP
	TEE OUT OF TOP OF PIPE
	TEE OUT OF BOTTOM OF PIPE
	CAP ON END OF PIPE
	WALL CLEANOUT
	PLUG CLEANOUT

**BASIS OF PLUMBING DESIGN**

- PRIMARY CODES:**  
PLUMBING: 2015 INTERNATIONAL PLUMBING CODE (WITH CITY AMENDMENTS).
- PROJECT DESIGN VALUES:**
- SANITARY SEWER AND VENT SYSTEM(S):**  
EXISTING SANITARY AND VENT SYSTEM
- DOMESTIC WATER SYSTEM(S):**  
EXISTING DOMESTIC WATER SYSTEM
- DOMESTIC HOT WATER SYSTEM(S):**  
EXISTING DOMESTIC HOT WATER SYSTEM

**MISCELLANEOUS**

- DRAWING NOTE REFERENCE (I.E., NOTES BY SYMBOL)
- CONNECTION INTO EXISTING

**WATER HAMMER ARRESTER SCHEDULE**

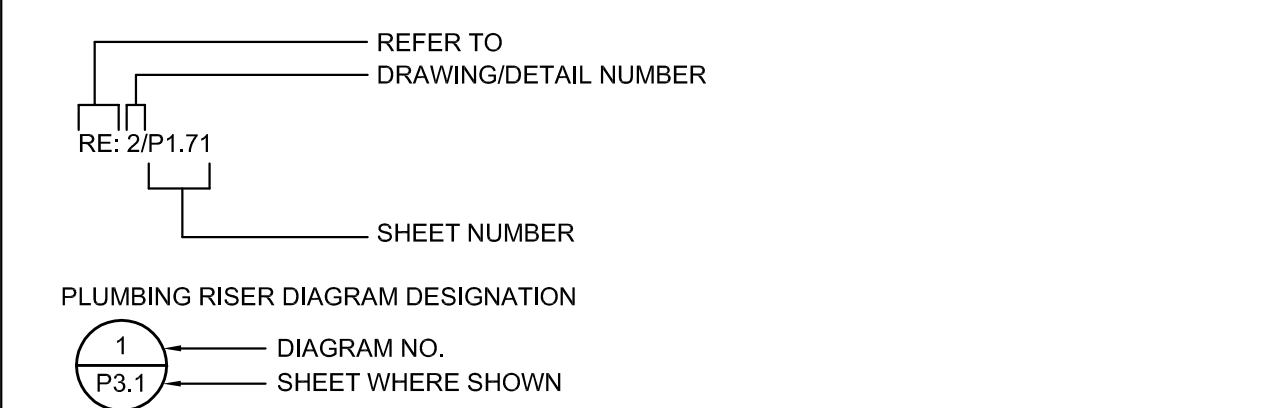
P.D.I. SIZE	A	B	C	D	E	F
FIXTURE UNITS	1-11	12-32	33-60	61-113	114-154	155-330

- NOTES:**
- ALL WHA'S SHALL BE PISTON TYPE WITH EPDM O-RINGS, SIOUX CHIEF'S SERIES 650 OR EQUAL.
  - ALL WHA'S SHALL BE ANSI/ASSE 1010 2004 CERTIFIED AND APPROVED FOR INSTALLATION WITH NO ACCESS PANEL REQUIRED.
  - SIZE AND LOCATE WATER HAMMER ARRESTERS IN ACCORDANCE WITH PDI PAMPHLET PDI-WH-201.

**LINE TYPES**

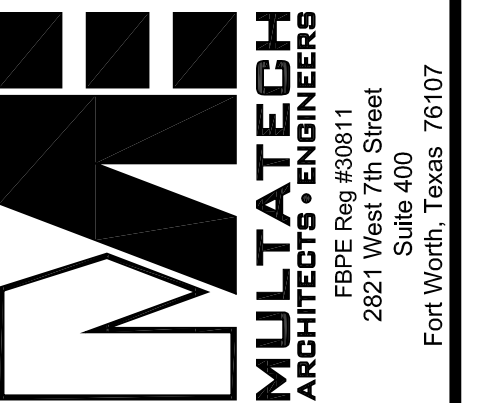
SYMBOL	DESCRIPTION
	SANITARY SEWER (BELOW FLOOR, BUILDING DRAIN)
	EQUIPMENT DRAIN (ABOVE CEILING)
	SANITARY VENT
	DOMESTIC COLD WATER
	DOMESTIC HOT WATER
	DIRECTION OF FLOW
	DIRECTION OF PIPE SLOPE DOWN
	PIPE DEMOLITION

**DRAWING/DETAIL REFERENCE**

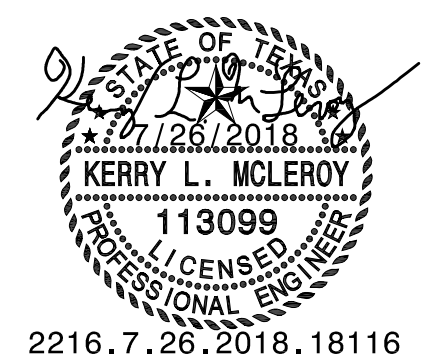


**ISSUES**

NO.	DESCRIPTION	DATE
15%	SUBMITTAL	05.30.2018
65%	SUBMITTAL	06.20.2018
95%	SUBMITTAL	07.10.2018
IFC		07.27.2018



**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
1200 N CORINTH ST  
CORINTH, TEXAS 76208  
**PLUMBING LEGENDS**



2216.7.26.2018.18116



1300 Summit Avenue Suite 500 Fort Worth, Texas 76102 Office 817 878 4242 Facsimile 817 878 4240  
4144 N. Central Expwy Suite 635 Dallas, Texas 75204 Office 214 420 9111 www.summitmep.com

PROJECT #: 18116

ISSUE DATE: 07.27.2018

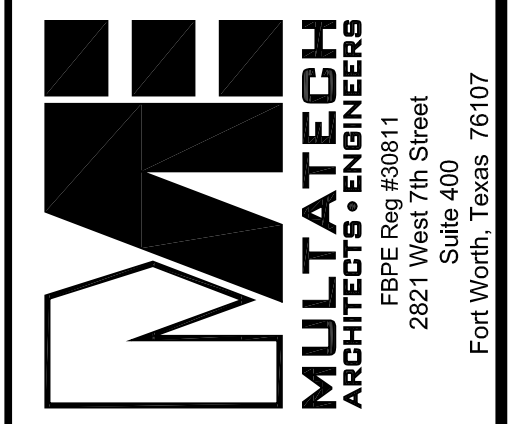
SHEET NUMBER:

**P0.01**



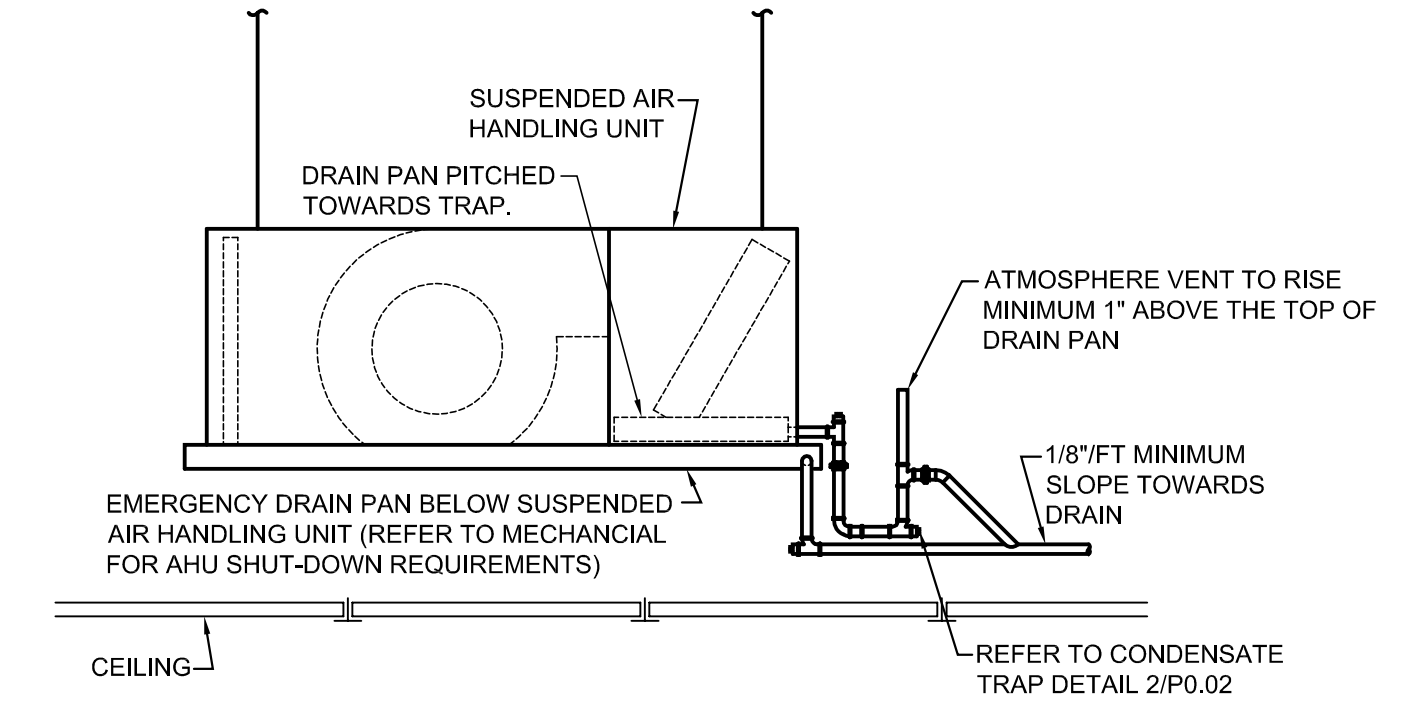
S:\P18116 - Corinth Facility Rehab Existing Office Building\Plum\DESIGN\OFFICE\PO.02.dwg - Jul 26, 2018 - 1:42pm User: paul  
 SHEET SIZE = ANSI D 22x34  
 S:\P18116 - Corinth Facility Rehab Existing Office Building\Plum\DESIGN\OFFICE\PO.02.dwg - Rename 07/26/18 13:42:50 paul

ISSUES		
NO.	DESCRIPTION	DATE
15%	SUBMITTAL	05.30.2018
65%	SUBMITTAL	06.20.2018
95%	SUBMITTAL	07.10.2018
IFC		07.27.2018

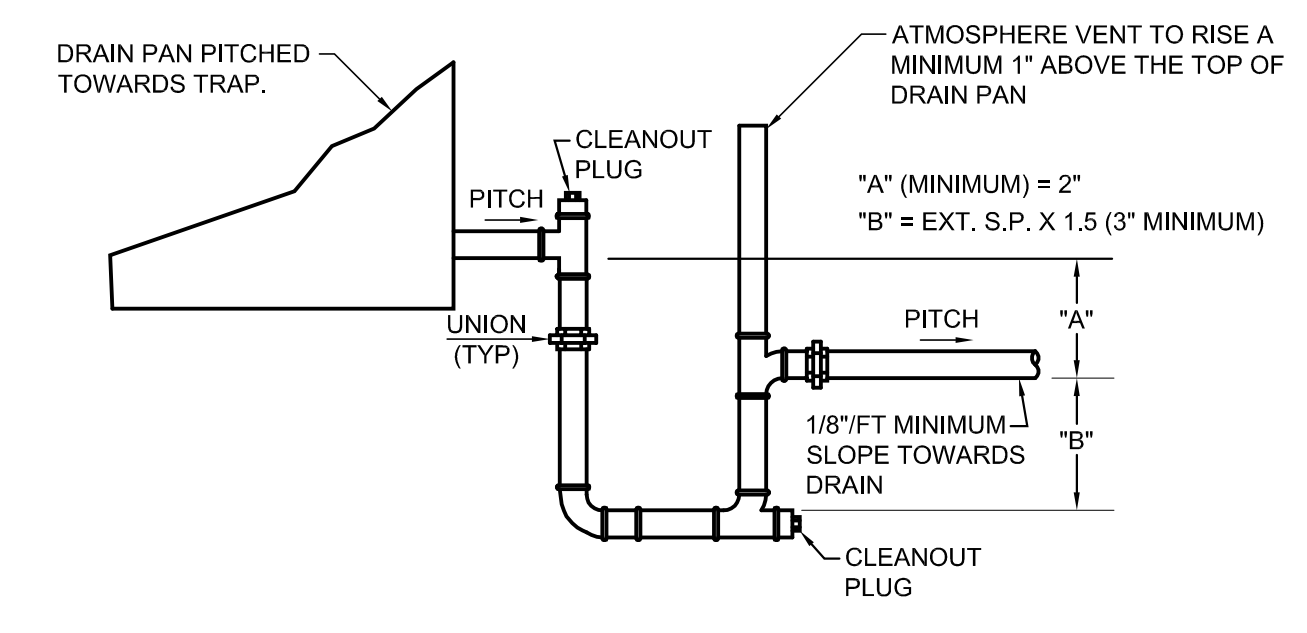


PLUMBING FIXTURE SCHEDULE							
MARK	DESCRIPTION	ROUGH IN (MINIMUM)				MANUFACTURER AND MODEL NUMBER	ADA /TAS
		W	V	CW	HW		
WC1	WATERCLOSET, ADA COMPLIANT, 1.28 GPF, HIGH PERFORMANCE FLUSHOMETER TANK, ELONGATED BOWL, 3" FLUSH VALVE, CLOSE-COUPLED TANK, VITREOUS CHINA, WHITE, 2 1/8" FULLY GLAZED TRAPWAY, 12" ROUGH-IN, ASME A112.19.2M (& 19.6M).	4"	2"	-	-	AMERICAN STANDARD, 215AA.104; KOHLER, K-3999; ZURN Z5555-K.	♿
	SUPPLY AND STOP, LOOSE KEY, CHROME PLATED BRASS VALVE AND CHROME PLATED COPPER RISER	-	-	1/2"	-	MCGUIRE, H2166CCLK; OR EQUAL IN T&S BRASS OR BRASSCRAFT	
	SEAT, EXTRA HEAVY WEIGHT, POSTURE MOLDED SOLID PLASTIC, ELONGATED, OPEN FRONT, LESS COVER, EXTERNAL CHECK HINGES, STAINLESS STEEL HINGE POSTS, WHITE	-	-	-	-	CHURCH 9500C; BEMIS, 1655C; OLSONITE, 95/SS	
L2	LAVATORY, 20"x18" VITREOUS CHINA WALL MOUNT, 8" CENTER FAUCET HOLES, FRONT OVERFLOW, CONCEALED ARM CARRIER SYSTEM, DECK MOUNTED FAUCET, INTEGRAL 4" BACKSPASH, ANSI A112.19.2	2"	1 1/2"	-	-	AMERICAN STANDARD, 0356.015; KOHLER, K-2006; ZURN, Z5368; SLOAN, SS-3803.	♿
	FAUCET, UNDER DECK MOUNT, CHROME PLATED BRASS, 5" INTEGRAL SPOUT, TWO-HANDLE, 1/4 TURN 4" WRIST BLADE HANDLES, 8" CENTERS, NSF 61 COMPLIANT, ANSI A112.18.1M, 0.5 GPM MAX. FLOW RATE	-	-	1/2"	1/2"	CHICAGO, 404-317; MOEN 8237; DELTA 3549WFLGHDF, T&S BRASS B-2990-WH4	
	SUPPLY AND STOPS, LOOSE KEY, CHROME PLATED BRASS VALVES AND CHROME PLATED COPPER RISERS	-	-	-	-	MCGUIRE, H2165CCLK; T&S BRASS, B-1305; OR BRASSCRAFT, OCR1912A	
	P-TRAP, CHROME PLATED CAST BRASS BODY WITH CLEANOUT, SEAMLESS WALL BEND, 17 GA.	-	-	-	-	MCGUIRE, 8902; BRASSCRAFT, 507; OR EQUAL IN T&S BRASS	
	OFFSET TAILPIECE AND STRAINER, CHROME PLATED CAST BRASS	-	-	-	-	MCGUIRE, 155WC; OR EQUAL IN T&S BRASS; OR BRASSCRAFT	
	FIXTURE CARRIER, CONCEALED ARMS, LEVELING AND SECURING SCREWS, UPRIGHTS, WELDED FEET	-	-	-	-	JOSAM, SERIES 17100; WATTS, CA-411; ZURN, Z1231; OR JR SMITH, 0700	
	THERMOSTATIC MIXING VALVE, 0.25 GPM MINIMUM FLOW, INTEGRAL INLET CHECK VALVES AND STRAINER, SET TEMPERATURE TO 105°, ASSE 1070.	-	-	1/2"	1/2"	WATTS, LFUSG-B; LEONARD, 170-LF; OR EQUAL	
S1	SINK, DOUBLE COMPARTMENT, 33"x21"x8", SELF RIMMING, SEAMLESS #18 GAUGE TYPE 304 STAINLESS STEEL, FAUCET LEDGE, MINIMUM 1 3/4" VERTICAL AND HORIZONTAL RADIUS BASIN CORNERS, FULLY UNDERCOATED, ANSI A112.19.3M. DRAINS CENTERED IN REAR OF EACH BASIN.	2"	1 1/2"	-	-	JUST, DL-ADA-2133-A-GR; ELKAY, LRAD3321	♿
	FAUCET, DECK MOUNT, 10" SWING SPOUT, CHROME PLATED BRASS, 8" CENTERS, W/HAND SPRAY, CHROME PLATED BRASS, TWO-1/4 TURN 4" WRIST BLADE HANDLES, NSF 61 COMPLIANT, ANSI A112.18.1M, 2.2 GPM	-	-	1/2"	1/2"	CHICAGO, 2300-8CP; MOEN, 8720; DELTA, 400-WFELHHDF; T&S BRASS, B-2721	
	SUPPLY AND STOP, LOOSE KEY, CHROME PLATED BRASS VALVES AND CHROME PLATED COPPER RISERS	-	-	-	-	MCGUIRE, H2167CCLK; OR EQUAL IN T&S BRASS OR BRASSCRAFT	
	P-TRAP, CHROME PLATED CAST BRASS BODY WITH CLEANOUT, 17 GA., END-OUTLET CONTINUOUS WASTE	-	-	-	-	MCGUIRE, 8912/111C16G20; OR EQUAL IN T&S BRASS OR BRASSCRAFT	
	TAILPIECE AND FORGED STAINLESS STEEL BASKET STRAINER	-	-	-	-	JUST J-ADA-35; OR EQUAL IN MCGUIRE, T&S BRASS OR BRASSCRAFT	
MSB1	MOP SINK BASIN, ONE PIECE-PRECAST TERRAZZO 24"x24"x12" (1 1/4" WALL THICKNESS WITH MINIMUM 9.75" INSIDE DEPTH) 6" DROP FRONT, STAINLESS STEEL EDGE CAPS ON ALL SIDES, STAINLESS STEEL WALL GUARDS, CAST BRASS DRAIN WITH STAINLESS STEEL STRAINER	3"	2"	-	-	FIAT MODEL TSB-3000; STERN WILLIAMS HL-1810; FLORESTONE MODEL 92	
	FAUCET, EXPOSED YOKE, WALL MOUNTED UTILITY FAUCET, VACUUM BREAKER, 6" THREADED SPOUT	-	-	3/4"	3/4"	MOEN, 8124; CHICAGO 540-LD897SWXFCP; DELTA, 28T2383; T&S BRASS, B-0665	
PCO	SPIGOT CONNECTION, RAISED HEAD THREADED BRASS PLUG	-	-	-	-	JOSAM; MIFAB; ZURN	

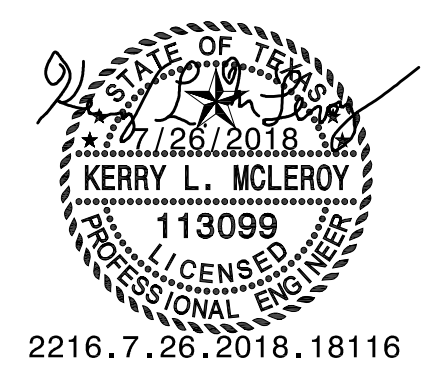
- NOTES:
- CONTRACTOR SHALL FURNISH AND INSTALL SUPPLIES, STOPS, TRAPS, TAILPIECES AND ALL APPURTENANCES NECESSARY FOR A COMPLETE INSTALLATION OF ALL FIXTURES.
  - ALL ADA ACCESSIBLE SINKS AND LAVATORIES SHALL BE EQUIPPED WITH TRUEBRO #103 UNDER SINK PROTECTIVE PIPE COVERS WHERE NOT CONCEALED BY MILLWORK.
  - COMPLY WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA) AND THE TEXAS ACCESSIBILITY'S STANDARD (TAS). PLUMBING CONTRACTOR SHALL PROVIDE PLUMBING FIXTURES WITH FLUSH VALVE HANDLES LOCATED ON THE WIDE SIDE OF EACH STALL OR ROOM.
  - ABOVE THE FLOOR P-TRAPS ON LAVATORIES AND SINKS SHALL BE 17 GAUGE, CHROME PLATED BRASS. ACCEPTABLE MANUFACTURERS: MCGUIRE, T&S BRASS, OR BRASSCRAFT.
  - CONTRACTOR SHALL VERIFY FIXTURE SUPPLIES AND APPURTENANCES FOR EACH FIXTURE PRIOR TO BIDDING AND PURCHASING.
  - ALL FLOOR MOUNTED WATER CLOSETS SHALL HAVE 10" ROUGH-IN UNLESS OTHERWISE NOTED.
  - CONTRACTOR SHALL VERIFY PLUMBING FIXTURES PROVIDED COMPLY WITH HANDICAPPED ACCESSIBILITY STANDARDS INCLUDING HEIGHT AND CLEARANCE REQUIREMENTS.



1  
 P0.02  
 SUSPENDED AHU CONDENSATE DRAINAGE DETAIL  
 NO SCALE



2  
 P0.02  
 CONDENSATE DRAINAGE DETAIL  
 NO SCALE



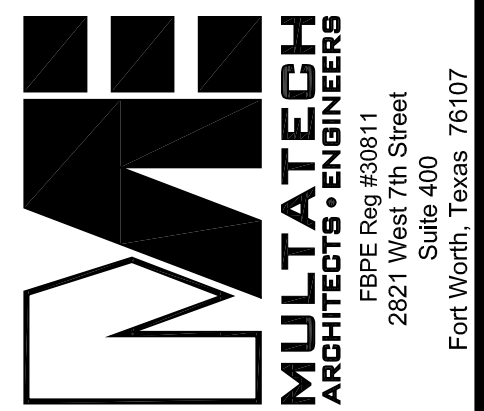
2216.7.26.2018.18116

**Summit**  
 CONSULTANTS, INC.  
 Texas BPE Registration # F-207  
 1300 Summit Avenue Suite 500 Fort Worth, Texas 76102  
 4144 N. Central Expwy Suite 635 Dallas, Texas 75204  
 Office 817 878 4242 Office 214 420 9111  
 Facsimile 817 878 4240 www.summitmep.com

**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
 1200 N CORINTH ST  
 CORINTH, TEXAS 76208  
 PLUMBING SCHEDULES

PROJECT #: 18116  
 ISSUE DATE: 07.27.2018  
 SHEET NUMBER:  
**P0.02**

ISSUES		
NO.	DESCRIPTION	DATE
15%	SUBMITTAL	05.30.2018
65%	SUBMITTAL	06.20.2018
95%	SUBMITTAL	07.10.2018
IFC		07.27.2018



**PUBLIC WORKS DEPARTMENT  
BUILDING REMODEL**  
1200 N CORINTH ST  
CORINTH, TEXAS 76208  
GROUND FLOOR  
PLUMBING PLAN

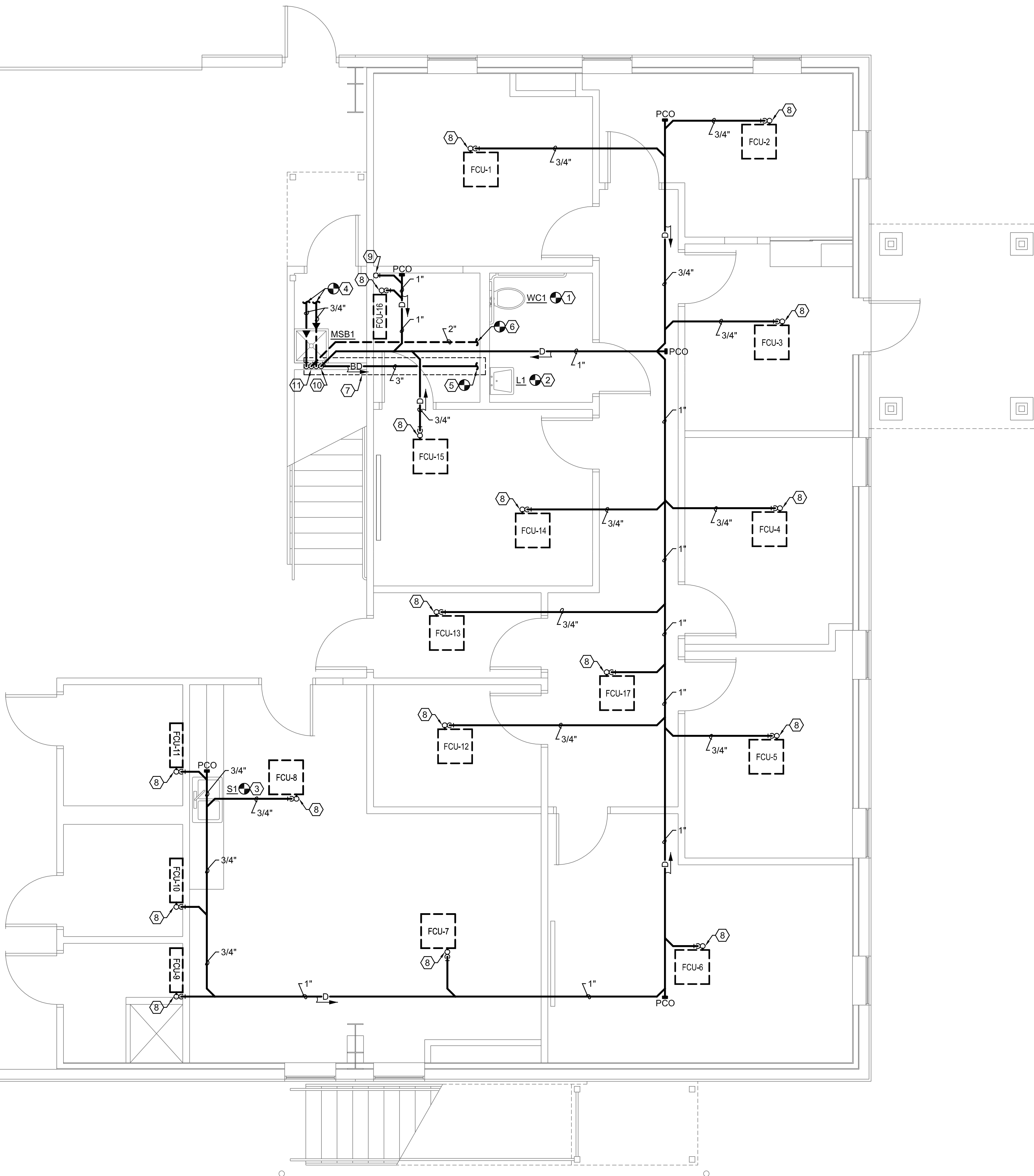
PROJECT #: 18116  
ISSUE DATE: 07.27.2018  
SHEET NUMBER:  
**P2.01**

**GENERAL NOTES**

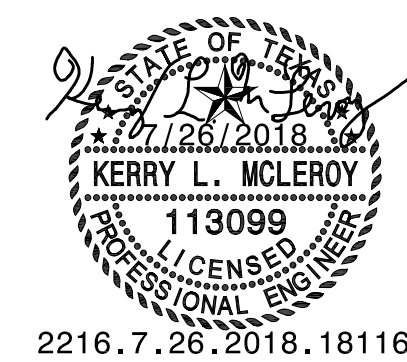
- SANITARY WASTE & VENT AND DOMESTIC HOT & COLD WATER SYSTEMS INDICATED ARE ESTIMATED LOCATIONS AND SIZES BASED UPON LIMITED SITE OBSERVATIONS. THE CONTRACTOR SHALL FIELD VERIFY AND LOCATE EACH EXISTING SYSTEM PRIOR TO WORK. NOTIFY ARCHITECT IF DISCREPANCIES ARE FOUND THAT PREVENT COMPLETION OF WORK INTENDED IN THESE CONSTRUCTION DOCUMENTS.
- BEFORE SAW CUTTING EXISTING CONCRETE SLAB OR EXCAVATING FOR NEW PIPE INSTALLATION THE CONTRACTOR SHALL FIELD VERIFY, LOCATE EACH EXISTING SYSTEM AND VERIFY FLOW LINE ELEVATIONS OF EXISTING SANITARY SEWER AND DETERMINE IF THE PROPOSED INVERT ELEVATIONS SHALL ALLOW FOR MINIMUM PIPE SLOPES PER APPLICABLE CODES. NEW SANITARY SEWER LINES SHALL NOT PENETRATE EXISTING CONCRETE GRADE BEAMS AT ANY POINT. IF DISCREPANCIES ARE FOUND, REPORT TO THE ARCHITECT/ENGINEER. PROVIDE AS-BUILT DRAWINGS UPON COMPLETION.
- SAW CUT EXISTING CONCRETE SLAB AS REQUIRED FOR THE INSTALLATION OF NEW UNDER FLOOR PIPING. CONTRACTOR SHALL PATCH EXISTING CONCRETE SLAB AFTER INSTALLATION OF UNDER FLOOR PIPING TO MATCH EXISTING CONSTRUCTION.

**NOTES BY SYMBOL "#"**

- EXISTING WATER CLOSET TO BE REPLACED, CONNECT NEW WATER CLOSET TO EXISTING SANITARY WASTE AND VENT PIPING STUB OUTS, AND EXISTING DOMESTIC COLD WATER PIPING STUB OUT.
- EXISTING LAVATORY TO BE REPLACED, CONNECT NEW LAVATORY TO EXISTING SANITARY WASTE AND VENT PIPING STUB OUTS, AND EXISTING DOMESTIC HOT AND COLD WATER PIPING STUB OUT.
- EXISTING SINK TO BE REPLACED, CONNECT NEW SINK TO EXISTING SANITARY WASTE AND VENT PIPING STUB OUTS, AND EXISTING DOMESTIC HOT AND COLD WATER PIPING STUB OUT.
- CONNECT NEW 3/4" DOMESTIC HOT AND COLD WATER PIPING TO EXISTING 3/4" OR LARGER DOMESTIC HOT AND COLD WATER PIPING. CONTRACTOR TO LOCATE AND FIELD VERIFY EXISTING DOMESTIC HOT AND COLD WATER PIPING FOR POINT OF CONNECTION.
- CONNECT NEW 3" UNDER FLOOR SANITARY SEWER PIPING TO EXISTING 3" OR LARGER UNDER FLOOR SANITARY SEWER PIPING. CONTRACTOR TO LOCATE AND FIELD VERIFY EXISTING UNDER FLOOR SANITARY SEWER PIPING FOR POINT OF CONNECTION.
- CONNECT NEW 2" SANITARY VENT PIPING TO EXISTING 2" OR LARGER SANITARY VENT PIPING. CONTRACTOR TO LOCATE AND FIELD VERIFY EXISTING SANITARY VENT PIPING FOR POINT OF CONNECTION.
- ESTIMATED SAW-CUTTING REQUIRED FOR THE INSTALLATION OF NEW UNDER FLOOR SANITARY SEWER PIPING. ADDITIONAL SAW-CUTTING MAY BE REQUIRED, REFER TO GENERAL NOTES ABOVE FOR ADDITIONAL INFORMATION.
- TYPICAL CONDENSATE DRAIN CONNECTION, REFER DETAIL 1/P0.02.
- 1" CONDENSATE DRAIN PIPING UP.
- 1" CONDENSATE DRAIN PIPING DOWN TO INDIRECT DISCHARGE MINIMUM 1" ABOVE FLOOD RIM OF MOP SINK BASIN.
- 2" SANITARY VENT PIPING DOWN, 3/4" DOMESTIC HOT AND COLD WATER PIPING DOWN.



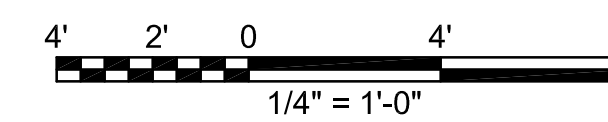
**1 GROUND FLOOR PLUMBING PLAN**  
SCALE: 1/4" = 1'-0"



2216.7.26.2018.18116

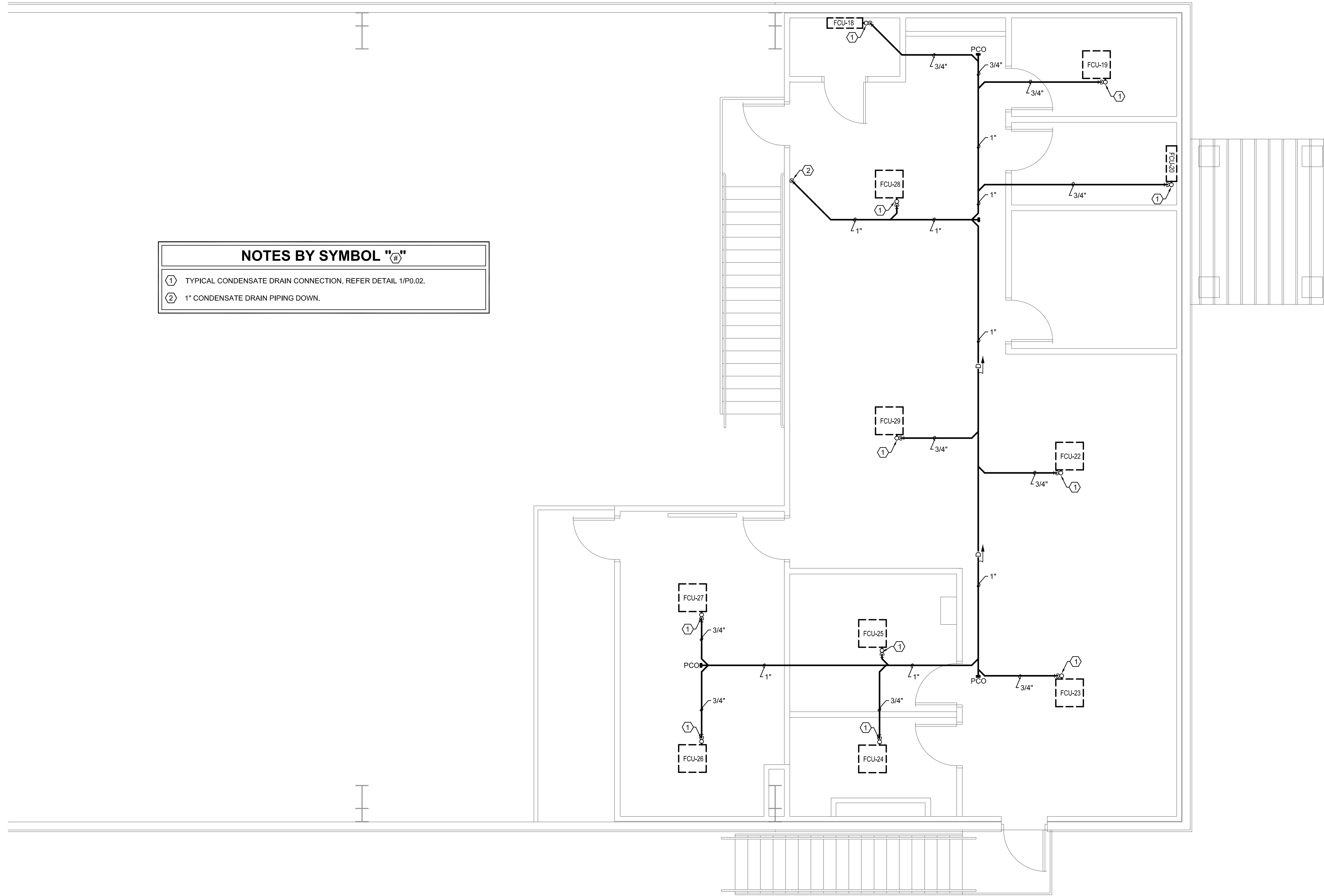


1300 Summit Avenue Suite 500 Fort Worth, Texas 76102 Office 817 878 4242 Facsimile 817 878 4240  
4144 N. Central Expwy Suite 635 Dallas, Texas 75204 Office 214 420 9111 www.summitmep.com



S:\P18116 - Corinth Facility Rehab Existing Office Building\Plum\DESIGN\OFFICE\P2.02.dwg : P2.02 07/26/18 13:45:52 paul  
 SHEET SIZE = ANSI D 22x34

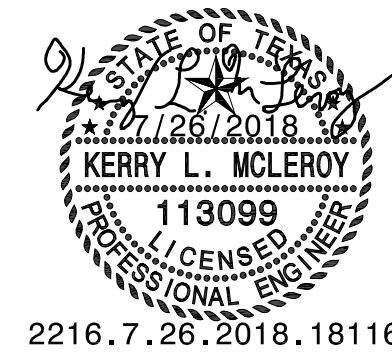
S:\P18116 - Corinth Facility Rehab Existing Office Building\Plum\DESIGN\OFFICE\P2.02.dwg Jul 26, 2018 - 1:45pm User: paul



NOTES BY SYMBOL "①"	
①	TYPICAL CONDENSATE DRAIN CONNECTION, REFER DETAIL 1/P0.02.
②	1" CONDENSATE DRAIN PIPING DOWN.



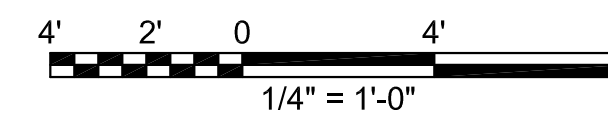
**1 SECOND FLOOR PLUMBING PLAN**  
 SCALE: 1/4" = 1'-0"



2216.7.26.2018.18116



1300 Summit Avenue Suite 500 Fort Worth, Texas 76102 Office 817 878 4242 Facsimile 817 878 4240  
 4144 N. Central Expwy Suite 635 Dallas, Texas 75204 Office 214 420 9111 www.summitmep.com



ISSUES		
NO.	DESCRIPTION	DATE
	15% SUBMITTAL	05.30.2018
	65% SUBMITTAL	06.20.2018
	95% SUBMITTAL	07.10.2018
	IFC	07.27.2018



**PUBLIC WORKS DEPARTMENT  
 BUILDING REMODEL  
 1200 N CORINTH ST  
 CORINTH, TEXAS 76208  
 SECOND FLOOR  
 PLUMBING PLAN**

PROJECT #: 18116  
 ISSUE DATE: 07.27.2018  
 SHEET NUMBER:  
**P2.02**

ELECTRICAL LEGEND	
	CEILING LED CAN LIGHT FIXTURE
	LED 2X4 FIXTURE
	LED 4FT STRIP LIGHT FIXTURE
	DIGITAL LIGHTING SWITCH
	LED 2X2 FIXTURE WITH EMERGENCY POWER BACK-UP TO REMAIN, "NL" DENOTES NIGHT LIGHT
	EMERGENCY LIGHT UNIT
	EXIT SIGN (ARROWS & MOUNTING AS INDICATED)
	JUNCTION BOX
	SINGLE POLE SWITCH
	DUPLEX RECEPTACLE
	QUADRAPLEX RECEPTACLE
	SPECIAL PURPOSE RECEPTACLE, NEMA TYPE
	FLOOR OUTLET (W/ DUPLEX RECEPTACLE, U.N.O.)
	FLOOR OUTLET (W/ QUAD RECEPT & TELEPHONE/DATA OUTLET)
	MOTOR CONNECTION (NUMBER INDICATES H.P.)
	DISCONNECT SWITCH
	WALL MOUNTED, LINE VOLTAGE, OCCUPANCY SENSORS & SWITCH.
	CEILING MOUNTED OCCUPANCY SENSOR, AUTO ON-OFF OPERATION. KEEP 6" MINIMUM SEPARATION FROM AIR REGISTERS. WATTSTOPPER #LMDC-100
	SINGLE PHASE MANUAL MOTOR STARTER
	EXISTING SINGLE POLE SWITCH TO REMAIN
	VOICE OUTLET, WALL MOUNTED
	FLOOR VOICE OUTLET
	DATA OUTLET (2 DATA JACKS)
	VOICE/DATA OUTLET (4 OUTLETS TOTAL, 2 DATA, 1 VOICE, 1 BLANK)
	CABLE TV OUTLET
	DRY TYPE TRANSFORMER
	CARD READER
	PANELBOARD 120/208V
	PANELBOARD 277/480V
	DISTRIBUTION PANEL
	GROUND

NOTES:  
ALL SYMBOLS MAY NOT BE USED.

**GENERAL POWER NOTES:**

- SEE ARCHITECTURAL DRAWINGS FOR EXACT LOCATION AND MOUNTING HEIGHTS OF POWER, TELEPHONE AND DATA OUTLETS.
- MAINTAIN CONTINUITY IN EXISTING CIRCUITRY TO REMAIN WHICH IS AFFECTED BY THE SCOPE OF WORK. CONTRACTOR TO FURNISH AND INSTALL NECESSARY WIRES, CONDUITS AND JUNCTION BOXES REQUIRED TO KEEP CONTINUITY FOR EXISTING DEVICES AND CONTRACTOR SHALL FURNISH AND INSTALL REQUIRED CONDUITS, WIRES, AND BOXES TO ENERGIZE NEW EQUIPMENT INDICATED.
- BRANCH WIRING SHALL BE CONCEALED IN WALLS AND ABOVE HUNG CEILING, U.O.N. WHERE THERE IS NO HUNG CEILING CONDUIT SHALL BE RUN IN A NEAT AND ORDERLY MANNER PARALLEL AND PERPENDICULAR TO HVAC DUCTWORK AND FIRE PROTECTION SPRINKLER PIPING. FLEXIBLE CONDUIT IS NOT PERMITTED IN AREAS WHERE IT WILL BE EXPOSED.
- COORDINATE WITH OTHER TRADES AND FIELD CONDITIONS FOR CONDUITS ROUTING AND ELECTRICAL CONNECTIONS TO OTHER TRADES EQUIPMENT.
- PATCH, PAINT, AND RESTORE EXISTING CEILINGS, SOFFITS, WALLS, AND OTHER FINISHES THAT WERE DISTURBED AND/OR DAMAGED.
- FURNISH AND INSTALL SUPPORTS AND BRACING AS NECESSARY FOR TELECOMMUNICATION CONDUITS & PULL BOXES.
- RECEPTACLE OUTLETS, INCLUDING EXISTING TO REMAIN, SHALL BE LABELED WITH CIRCUIT NUMBER AND PANEL DESIGNATION USING P-TOUCH TYPE LABEL.

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & REQUEST ACCORDINGLY.  
ONE INCH

ELECTRICAL REMODEL NOTES:	
WORK IN EXISTING BUILDING	
PART 1 - GENERAL	
1.1 REMODEL	
A. REMOVE, EXTEND, OR RECONNECT ELECTRICAL EQUIPMENT AND SYSTEMS REQUIRED IN CONJUNCTION WITH WORK IN EXISTING BUILDING.	
B. COORDINATE DISPOSITION OF REMOVED EQUIPMENT WITH THE TENANT.	
PART 2 - EXECUTION	
2.1 PREPARATION	
A. VISIT AND INSPECT THE JOB SITE PRIOR TO BIDDING AND BECOME FAMILIAR WITH EXISTING CONDITIONS. INCLUDE THE COST OF THE WORK REQUIRED TO ACCOMMODATE THE EXISTING CONDITIONS IN THE BID PROPOSAL.	
3.2 RENOVATION	
A. RELOCATE EXISTING MATERIAL REQUIRED TO ACCOMMODATE THE NEW CONSTRUCTION WHETHER OR NOT THE EXISTING MATERIAL IS SHOWN ON THE DRAWINGS.	
B. REMOVE EQUIPMENT OR SYSTEMS IDENTIFIED ON THE DRAWINGS TO BE REMOVED, INCLUDING SUPPORTS, APPURTENANCES AND ACCESSORIES ASSOCIATED WITH EQUIPMENT OR SYSTEMS.	
C. COORDINATE THE WORK WITH MECHANICAL. DETERMINE WHICH ITEMS AND EQUIPMENT ARE TO REMAIN, TO BE RELOCATED, OR BE REMOVED.	
D. CONNECT LOADS WHICH ARE EXISTING AND ARE TO REMAIN TO THE DISTRIBUTION SYSTEM AS REQUIRED TO MAINTAIN THEIR PROPER OPERATION.	
3.3 EXISTING RACEWAYS	
A. REMOVE EXISTING BRANCH CIRCUIT RACEWAYS AND CONDUCTORS AS INDICATED.	
B. REMOVE ANY CONDUITS, WIRING FOR ANY SYSTEM NOT BEING RE-USED OR TO REMAIN. COORDINATE WITH OTHER TRADES.	
C. EXISTING ELECTRICAL DISTRIBUTION FEEDER CONDUITS MAY BE RE-USED. INSTALL NEW CONDUCTORS AS INDICATED ON DRAWINGS.	
D. REMOVE ANY ABANDONED CONDUITS, WIRING, AND SYSTEMS NO LONGER IN USE. COORDINATE WITH OTHER TRADES.	
3.4 NEW RACEWAYS	
A. PROVIDE NEW RACEWAYS WHERE EXISTING RACEWAYS CANNOT BE REUSED OR WHERE RACEWAYS DO NOT EXIST IN ORDER TO PROVIDE A COMPLETE SYSTEM AS SHOWN ON THE DRAWINGS.	
B. CONDUITS SHALL BE CONCEALED FROM VIEW. WHERE RACEWAYS MUST BE EXPOSED TO VIEW, SECURELY FASTEN AND PAINT TO MATCH SURROUNDING. PROVIDE NUMBER OF COATS OF PAINTS AS REQUIRED TO COVER PRIMER COAT OR ORIGINAL FINISH OF RACEWAY. COORDINATE INSTALLATION OF EXPOSED CONDUITS WITH TENANT PRIOR TO INSTALLATION.	
C. COORDINATE THE WORK WITH MECHANICAL AND PLUMBING. DETERMINE WHICH ITEMS AND EQUIPMENT ITEMS AND EQUIPMENT ARE TO REMAIN, TO BE RELOCATED, OR REMOVED.	
3.5 EXISTING WIRING DEVICES	
A. REMOVE AND REPLACE EXISTING WIRING DEVICES AS NOTED ON DRAWINGS.	
B. REMOVE AND REPLACE ANY DAMAGED WIRING DEVICES AND PLATES FOR DEVICES TO REMAIN.	
C. SECURE AND LABEL EXISTING WIRING WHICH IS TO BE DISTURBED.	
D. TIGHTEN EXISTING WIRING TERMINATIONS AND CONNECTIONS.	
3.6 SHUTDOWNS OF ELECTRICAL SERVICES	
A. ESTABLISH A SCHEDULE OF SHUTDOWN(S) COMPLETE WITH STARTING TIME AND DURATION.	
B. PRESENT SCHEDULE TO TENANT FOR APPROVAL PRIOR TO ANY SHUTDOWNS.	
C. REVISE SCHEDULE AS NECESSARY TO COORDINATE WITH TENANT.	
D. BEYOND SCHEDULED SHUTDOWNS, MAINTAIN CONTINUITY OF ELECTRICAL SERVICES TO EXISTING FACILITIES.	
END OF SECTION	

**GENERAL DATA NOTES:**

- THE VOICE AND DATA CONTRACTOR SHALL PROVIDE IN COORDINATION WITH VOICE/DATA VENDOR ALL CABLING, FACEPLATES, JACKS, AND FINAL TERMINATIONS IN THE RESPECTIVE WIRING CLOSET.
- ALL DATA/VOICE CABLING SHALL BE TERMINATED IN COMM ROOMS.
- SEE TELECOMMUNICATIONS SYMBOLS FOR CABLING REQUIREMENTS AND JACK REQUIREMENTS AT EACH TYPE OF OUTLET.
- FURNISH AND INSTALL A PULL BOX AT EVERY 180° AGGREGATE BEND FOR TELECOMMUNICATION CONDUIT RUNS.
- TERMINATE ON BOTH ENDS PER CITY OF CORINTH STANDARDS. ALL CABLES ARE TO BE LABELED AND TESTED PER SPECS.
- THE SYSTEM IS TO BE TESTED WITH A WRITTEN REPORT SUBMITTED FOR APPROVAL BY CLIENT.
- NO CABLING MAY BE ABANDONED. ALL EXISTING ABANDONED CABLING MUST BE REMOVED.
- ALL DATA AND VOICE SHALL BE CATEGORY 6 CABLING UNLESS NOTED OTHERWISE.

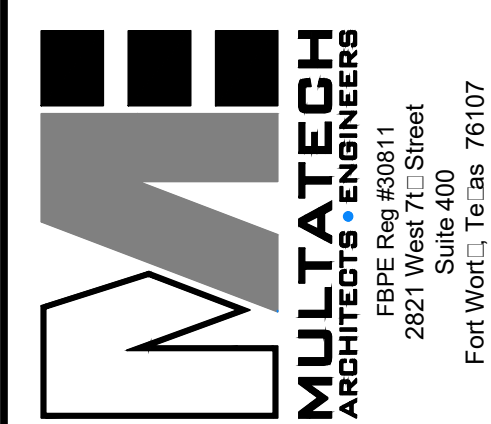
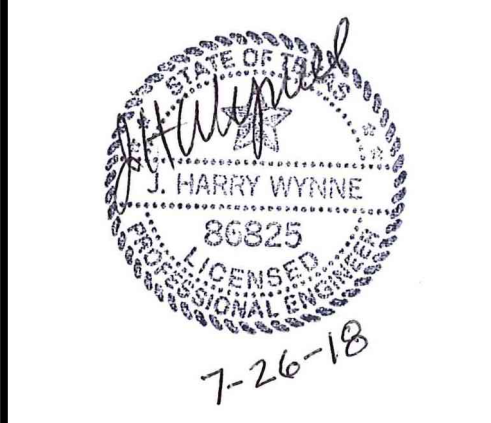
DEMOLITION NOTES:	
1. REFER TO ARCHITECTURAL DRAWINGS FOR THE EXACT AREAS IN WHICH DEMOLITION IS REQUIRED. VERIFY EXISTING JOB SITE CONDITIONS IN ORDER TO DETERMINE THE COMPLETE SCOPE OF ELECTRICAL WORK REQUIRED AS A RESULT OF ALL ARCHITECTURAL MODIFICATIONS. THE SCOPE OF WORK SHALL INCLUDE MATERIALS, EQUIPMENT, ETC., WHICH MUST BE REROUTED, RELOCATED OR REMOVED, EITHER TEMPORARILY OR PERMANENTLY, SO THAT THE INDICATED RENOVATION MAY BE ACCOMPLISHED. COORDINATE AND PROTECT ALL SYSTEMS WHICH MAY RUN THROUGH AREA OF RENOVATION WHICH MUST REMAIN INTACT DURING CONSTRUCTION.	
2. REMOVE WIRE, CONDUIT, BOXES AND DEVICES IN AREAS BEING DEMOLISHED. REMOVE ALL WIRE, CONDUIT AND BOXES IN OR ABOVE CEILINGS AND WALLS. FOR CIRCUITS IN THE DEMOLITION AREA, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REESTABLISH SERVICE TO DEVICES THAT MAY BE INTERRUPTED DUE TO RENOVATION WORK. REMOVE CONDUIT AND WIRE BACK TO SOURCE, DISCONNECT AND REMOVE WIRES FROM BREAKERS. TURN OFF UNUSED BREAKERS AND LABEL PANEL INDEX AS SPARE.	
3. CONTRACTOR SHALL LABEL JUNCTION BOXES AND OR CONDUIT WITH PANEL BOARD DESIGNATION AND THE CIRCUIT NUMBER INCLUDING ANY EXISTING JUNCTION BOXES OR CONDUITS THAT MAY HAVE BEEN EFFECTED BY THIS WORK.	
4. ITEMS SUCH AS LIGHTING FIXTURES, LIGHTING DEVICES, SWITCHES, SPEAKERS, CLOCKS, ETC., THAT ARE REMOVED AND NOT REINSTALLED SHALL BE RETURNED TO OWNER.	
5. LIGHTING FIXTURES THAT ARE TO REMAIN AND OR TO BE RELOCATED IN THE AREA OF RENOVATION SHALL BE CLEANED, RELAMPED WITH NEW LAMPS, TOUCHED UP WITH PAINT AND ANY BROKEN OR DAMAGED ITEMS REPLACED BEFORE INSTALLATION.	
6. CONDUCTORS SHALL CONSIST OF NEW WIRE AND CONDUIT AND RUN OVERHEAD UNLESS OTHERWISE NOTED.	
7. CONTRACTOR SHALL REANCHOR AND RESUPPORT ANY MODIFIED CONDUIT.	
8. INSTALL NEW SWITCHES IN AREAS OF RENOVATION, REUSE EXISTING SWITCH BOXES WHEN POSSIBLE.	
9. PROVIDE TEMPORARY LIGHTING IN AREAS WHERE LIGHTING HAS BEEN REMOVED OR DISABLED.	

**FIRE ALARM GENERAL NOTES:**

- SEE PERFORMANCE SPECIFICATION BELOW FOR DESIGN AND INSTALLATION REQUIREMENTS.
- CONTRACTOR SHALL PROVIDE FIRE ALARM SYSTEM MODIFICATIONS TO MEET APPLICABLE NATIONAL, STATE, AND LOCAL CODES.
- FIRE ALARM SYSTEM:
  - THIS IS A PERFORMANCE SPECIFICATION
  - THE WORK INCLUDES DETAILED DESIGN, FURNISHING, INSTALLING, AND TESTING OF A FIRE ALARM SIGNALING AND CONTROL SYSTEM THROUGHOUT THE MODIFIED SPACES.
  - MODIFICATIONS TO THE EXISTING FACILITY FIRE ALARM SYSTEM SHALL BE MADE AS REQUIRED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) INCLUDING APPLICABLE NATIONAL, STATE, AND LOCAL CODES.
  - THE FIRE ALARM SYSTEM SHALL INCLUDE BOTH AUDIBLE AND VISUAL SIGNALING/ANNUNCIATION SYSTEMS. SUCH PROVISIONS SHALL BE INCORPORATED INTO THE FIRE ALARM MODIFICATIONS FOR THE REMODELED AREAS.
  - FIRE ALARM DEVICES ARE NOT SHOWN ON THESE DOCUMENTS. THE FIRE ALARM CONTRACTOR SHALL PROVIDE AND INSTALL ALL DEVICES FOR THE EXISTING FIRE ALARM SYSTEM MEETING THE BASIC MINIMUM DESIGN GUIDELINES IN ACCORDANCE WITH THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ).
  - THE FIRE ALARM CONTRACTOR SHALL REFERENCE ALL MEP AND ARCHITECTURAL DRAWINGS TO PROVIDE AND INSTALL INTERFACING AND/OR COVERAGE INCLUDING, BUT NOT LIMITED TO THE FOLLOWING SYSTEMS:
    - SOUND REINFORCEMENT SYSTEMS.
    - SECURITY SYSTEMS
    - ELECTRICALLY LOCKED DOORS/ACCESS CONTROL SYSTEMS.
    - SPRINKLER SYSTEMS
    - HVAC (DUCT DETECTORS AND FIRE SMOKE DAMPER COVERAGE AND CONTROL SYSTEMS)
    - FIRE DOORS
    - PREACTION SYSTEMS

GENERAL NOTES:		
1. PROVIDE A DEDICATED NEUTRAL FOR EACH SINGLE POLE CIRCUIT.		
2. CIRCUITS ARE SHOWN SCHEMATICALLY, FINAL ROUTING DECISIONS ARE BY THE CONTRACTOR.		
3. MINIMUM CONDUIT SIZE FOR POWER CIRCUITS IS 3/4". 1" CONDUIT FOR VOICE, DATA, CABLE TV.		
4. LEAVE PULL STRING IN EMPTY CONDUITS. PLUG OR CAP ENDS OF EMPTY CONDUITS.		
5. THE MINIMUM CONDUCTOR SIZE IS #12 AWG FOR POWER AND LIGHTING CIRCUITS.		
6. USE 10 AWG CONDUCTORS FOR 20 AMP, 120 VOLT BRANCH CIRCUITS LONGER THAN 75 FEET.		
7. USE 10 AWG CONDUCTORS FOR 20 AMP, 277 VOLT BRANCH CIRCUITS LONGER THAN 200 FEET.		
8. PROVIDE EACH BRANCH AND FEEDER CIRCUIT WITH A GROUND CONDUCTOR SIZED PER ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE (NFPA 70) WHERE A CONDUIT CONTAINS MULTIPLE BRANCH CIRCUITS, PROVIDE A SINGLE GROUND CONDUCTOR UNLESS OTHERWISE NOTED.		
9. THERE SHALL BE NO SPLICES OF WIRES INSIDE PANELBOARD OR DISCONNECT SWITCHES. ONLY ONE WIRE SHALL BE TERMINATED TO ANY SINGLE LUG ON A CIRCUIT BREAKER.		
10. ARRANGE FOR INSPECTIONS WHEN THEY BECOME DUE, AND SHALL NOT COVER ANY WORK UNTIL APPROVED BY THE AUTHORITY HAVING JURISDICTION (AHJ).		
11. CLEARLY MARK JUNCTION BOXES COVERS TOP INDICATE THE CIRCUITS WITHIN THE JUNCTION BOX.		
12. COORDINATE PHASING OF WORK AND ELECTRICAL POWER SHUT-DOWN(S) WITH OWNER.		
13. DO NOT PLACE OUTLET BOXES AT OPPOSITE SIDE OF PARTITIONS OR WALLS BACK TO BACK.		
14. VERIFY, COORDINATE AND MAKE PROVISION FOR OWNER FURNISHED ITEMS AND EQUIPMENT, INCLUDING BUT NOT LIMITED TO DELIVERY, STORING, INSTALLATION, FINAL HOOK-UP, AND TESTING.		
15. AT THE COMPLETION OF WORK, PROVIDE UPDATED COMPLETE, ACCURATE, TYPED PANELBOARD DIRECTORIES AT EXISTING MODIFIED ELECTRICAL PANELS.		

ISSUES		
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
	IFC	07.27.2018



**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
1200 N CORINTH ST  
CORINTH, TEXAS 76208  
**ELECTRICAL GENERAL NOTES & SYMBOLS**

PROJECT #: 17142.00
ISSUE DATE: 07.27.2018
SHEET NUMBER: <b>E0.00</b>

PART 1-GENERAL

1.1 SUMMARY

- A. ELECTRICAL SYSTEMS REQUIRED FOR THIS JOB INCLUDES LABOR, MATERIALS, EQUIPMENT, AND SERVICES NECESSARY TO COMPLETE INSTALLATION OF ELECTRICAL WORK SHOWN ON DRAWINGS. SPECIFIED HEREIN OR REQUIRED FOR A COMPLETE OPERABLE FACILITY AND NOT SPECIFICALLY DESCRIBED IN OTHER SECTIONS OF THESE SPECIFICATIONS, AMONG THE ITEMS REQUIRED ARE:
1. SERVICE AND DISTRIBUTION EQUIPMENT SHOWN ON DRAWINGS.
2. FEEDERS TO DISTRIBUTION PANELS, HEATING-VENTILATING AND AIR CONDITIONING (HVAC) EQUIPMENT, TENANT PROVIDED EQUIPMENT AND OTHER EQUIPMENT AS DETAILED.
3. BRANCH CIRCUIT WIRING FROM THE DISTRIBUTION PANELS FOR LIGHTING, RECEPTACLES, SIGNAL SYSTEMS AND OTHER DETAILED CIRCUIT WIRING.
4. LUMINAIRES CONTROL SWITCHES, RECEPTACLES, RELAYS, SUPPORTS AND OTHER ACCESSORY ITEMS.
B. FEES:
1. OBTAIN AND PAY FOR ELECTRICAL PERMITS, PLAN REVIEW, AND INSPECTIONS FROM LOCAL AUTHORITIES HAVING JURISDICTION (AHJS).
C. CODES AND STANDARDS
1. DESIGN SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE FOLLOWING CODES, AND THE EDITIONS, REVISIONS, AMENDMENTS, OR SUPPLEMENTS OF APPLICABLE STATUTES, ORDINANCES, CODES OR REGULATIONS OF FEDERAL, STATE, AND LOCAL AUTHORITIES HAVING JURISDICTION (AHJ).
2. NFPA 70, NATIONAL ELECTRICAL CODE LATEST EDITION ADOPTED BY THE AHJ.
3. ANSI C2, NATIONAL ELECTRICAL SAFETY CODE.
4. NFPA 101, LIFE SAFETY CODE.
D. CALCULATIONS AND SUPPORTING DATA:
1. EACH DESIGN SHALL BE SUPPORTED BY THE FOLLOWING CALCULATIONS AND DATA AND BE MADE AVAILABLE IN WRITTEN FORM TO THE OWNER UPON REQUEST.
2. SHORT CIRCUIT AND ARC FLASH STUDY.
3. COORDINATION SETTINGS.

1.2 DEFINITIONS

- A. PROVIDE: TO FURNISH AND INSTALL, COMPLETE AND READY FOR THE INTENDED USE.
B. FURNISH: SUPPLY AND DELIVER TO THE PROJECT SITE, READY FOR UNPACKING, ASSEMBLY AND INSTALLATION.
C. INSTALL: INCLUDES UNLOADING, UNPACKING, ASSEMBLING, ERECTING, INSTALLATION, APPLYING, FINISHING, PROTECTING, CLEANING AND SIMILAR OPERATIONS AT THE PROJECT SITE AS REQUIRED TO COMPLETE ITEMS OF WORK.

1.3 SUBMITTALS

- A. OPERATIONS AND MAINTENANCE DOCUMENTATION: PROVIDE COPIES OF CERTIFICATES OF CODE AUTHORITY ACCEPTANCE, TEST DATA, PRODUCT DATA, GUARANTEES, WARRANTIES, AND THE LIKE.
B. SHOP DRAWINGS: PROVIDE SHOP DRAWINGS WHICH INCLUDE PHYSICAL CHARACTERISTICS, ELECTRICAL CHARACTERISTICS, DEVICE LAYOUT PLANS, WIRING DIAGRAMS, AND THE LIKE.
C. RECORD DRAWINGS: SHOW CHANGES AND DEVIATIONS FROM THE DRAWINGS. INCLUDE WRITTEN ADDENDUM AND CHANGE ORDER ITEMS. MAKE CHANGES TO DRAWINGS IN A NEAT, CLEAN, AND LEGIBLE MANNER.

1.4 QUALITY ASSURANCE

- A. CONFIRM TO REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC), LATEST ADOPTED VERSION WITH AMENDMENTS BY LOCAL AHJS.
B. CONFORM TO LATEST VERSION OF THE INTERNATIONAL BUILDING CODE (IBC) WITH AMENDMENTS BY LOCAL AHJS.
C. FURNISH PRODUCTS LISTED BY UNDERWRITERS' LABORATORIES, INC. (UL) OR OTHER TESTING FIRM ACCEPTABLE TO AHJS.
D. CONFIRM TO REQUIREMENTS OF THE SERVING ELECTRIC, AND TELEPHONE UTILITIES.

1.5 SEQUENCING AND SCHEDULING

- A. FOR THE PROPER EXECUTION OF THE WORK COOPERATE WITH OTHER CRAFTS AND CONTRACTS AS NEEDED.
B. TO AVOID INSTALLATION CONFLICTS, THOROUGHLY EXAMINE THE COMPLETE SET OF CONTRACT DOCUMENTS. RESOLVE CONFLICT PRIOR TO INSTALLATION.
C. PRIOR TO INSTALLATION OF FEEDERS TO EQUIPMENT REWIRING ELECTRICAL CONNECTIONS, EXAMINE THE MANUFACTURER'S SHOP DRAWINGS, WRITING DIAGRAMS, PRODUCT DATA, AND INSTALLATION INSTRUCTIONS. VERIFY THAT THE ELECTRICAL CHARACTERISTICS DETAILED IN THE CONTRACT DOCUMENTS ARE CONSISTENT WITH THE ELECTRICAL CHARACTERISTICS OF THE ACTUAL EQUIPMENT BEING INSTALLED.

1.6 WARRANTY

- A. ONE YEAR MATERIAL AND INSTALLATION WARRANTY FROM DATE OF FINAL ACCEPTANCE.

PART 2-PRODUCTS

2.1 MATERIALS

- A. PROVIDE NEW ELECTRICAL MATERIALS OF THE TYPE AND QUALITY DETAILED, LISTED BY UL, BEARING THEIR LABEL WHEREVER STANDARDS HAVE BEEN ESTABLISHED AND NAMES AND CATALOG NUMBERS ARE USED TO ESTABLISH STANDARDS OR PERFORMANCE AND QUALITY. THE DESCRIPTION OF MATERIALS LISTED HEREIN GOVERNS IN THE EVENT THAT CATALOG NUMBERS DO NOT CORRESPOND TO MATERIALS DESCRIBED HEREIN.
B. INCLUDE SPECIAL FEATURES, FINISHES, ACCESSORIES, AND OTHER REQUIREMENTS AS DESCRIBED IN THE CONTRACT DOCUMENTS REGARDLESS OF THE ITEMS LISTED CATALOG NUMBER.
C. PROVIDE INCIDENTALS NOT SPECIFICALLY MENTIONED HEREIN OR NOTED ON DRAWINGS, BUT NEEDED TO COMPLETE THE SYSTEM OR SYSTEMS, IN A SAFE AND SATISFACTORY WORKING CONDITION.
D. FIRESTOPPING FOAM SEALANT: FOAM SEALANT FOR USE AROUND CONDUIT PENETRATIONS TO PREVENT PASSAGE OF SMOKE, FIRE, TOXIC GAS OR WATER. MAINTAIN SEAL BEFORE, DURING AND AFTER FIRE IN AND AROUND CONDUIT FOR THERMAL BREAK AT PENETRATION OF BARRIER BETWEEN HEATED AND UNHEATED SPACES, CHASE TECHNOLOGY CORPORATION CTC PR-855, FIRE FOAM, THOMAS BETTIS.
2.2 RACEWAYS
A. RIGID STEEL CONDUIT: ANSI C80.1.
B. ALUMINUM RIGID CONDUIT: ANSI C80.5. (SPECIAL APPLICATIONS)
C. IMC: ANSI C80.6.
D. PLASTIC-COATED STEEL CONDUIT AND FITTINGS: NEMA RN1.
E. PLASTIC-COATED IMC AND FITTINGS: NEMA RN 1.
F. EMT AND FITTINGS: ANSI C80.3.
G. FITTINGS: COMPRESSION TYPE.
H. FMC: IMC-COATED STEEL.
I. LFMC: FLEXIBLE STEEL CONDUIT WITH PVC JACKET.
J. FITTINGS: NEMA FB 1: COMPATIBLE WITH CONDUIT MATERIALS.
K. NON-METALLIC CONDUIT
L. RNC: NEMA TC 2, SCHEDULE 40 AND SCHEDULE 80 PVC.
M. ENT AND RNC FITTINGS: NEMA TC 3: MATCH TO CONDUIT OR TUBING TYPE AND MATERIAL.

2.3 WIRES AND CABLES

- A. COPPER 600 VOLT RATED THROUGHOUT. ALL WIRING SHALL BE UL-LISTED BUILDING WIRES AND CABLES WITH CONDUCTOR MATERIAL, INSULATED TYPE, CABLE CONSTRUCTION, AND RATING REQUIRED FOR THE INTENDED APPLICATION.
B. INS TYPE THW, THHW OR THHN. CONDUCTOR RATED AMPACITY SHALL BE AT 75°C MAXIMUM.
C. RUBBER INSULATION MATERIAL SHALL COMPLY WITH NEMA WC 3, THERMOPLASTIC INSULATION MATERIAL SHALL COMPLY WITH NEMA WC 5, CROSS-LINKED POLYETHYLENE INSULATION MATERIAL SHALL COMPLY WITH NEMA WC 7 AND ETHYLENE PROPYLENE RUBBER INSULATION MATERIAL SHALL COMPLY WITH NEMA WC 8.
D. CONDUCTOR MATERIAL: COPPER.
E. STRANDING: SOLID CONDUCTOR FOR NO. 12 AWG AND SMALLER; STRANDED CONDUCTOR FOR NO. 10 AWG AND LARGER.
F. UL-LISTED, FACTORY-FABRICATED WIRING CONNECTORS OF SIZE, AMPACITY RATING, MATERIAL, TYPE, AND CLASS FOR APPLICATION AND SERVICE REQUIRED FOR THE INTENDED APPLICATIONS, INCLUDING SELF-INSULATING WIRE NUTS AND COPPER COMPRESSION CONNECTORS.
G. 480Y/277 V, 3Ø, 4W COLOR CODE: AØ-BROWN, BØ-ORANGE, CØ-YELLOW, GROUNDED CONDUCTORS-GRAY, GROUND-GREEN, 208Y/120V, 3Ø, 4W COLOR CODE: AØ-BLACK, BØ-RED, CØ-BLUE, GROUNDED NEUTRAL CONDUCTORS-WHITE, GROUND-GREEN, ISOLATED GROUND (IG)-GREEN WITH YELLOW STRIPE.

2.4 BOXES

- A. LUMINAIRE OUTLET: 4-INCH OCTAGONAL BOX, 1-1/2-INCHES DEEP WITH 3/8-INCH LUMINAIRE STUD IF REQUIRED. PROVIDE RAISED COVERS ON BRACKET OUTLETS AND ON CEILING OUTLETS.
B. DEVICE OUTLET: MINIMUM 4-INCH SQUARE, MINIMUM 1-1/2-INCHES DEEP. SINGLE OR 2-GANG FLUSH DEVICE RAISED COVERS. RACO SERIES 681 AND 685 OR BOWERS.
C. MULTIPLE DEVICES: THREE OR MORE DEVICES AT COMMON LOCATION. INSTALL 1-PIECE GANG BOXES WITH 1-PIECE DEVICE COVER, ONE DEVICE PER GANG.
D. MASONRY BOXES: OUTLETS IN CONCRETE, RACO SERIES 690 OR BOWERS.
E. JUNCTION AND PULL BOXES: GALVANIZED SHEET STEEL JUNCTION AND PULL BOXES, WITH SCREW-ON COVERS OF THE TYPE SHAPE AND SIZE TO SUIT EACH RESPECTIVE LOCATION AND INSTALLATION WITH WELDED SEAMS AND EQUIPPED WITH STEEL NUTS, BOLTS, SCREWS AND WASHERS.

2.5 DISCONNECT SWITCHES

- A. PROVIDE HEAVY-DUTY, LOCK-MAKE, LOCK-BREAK, LOAD INTERRUPTER DISCONNECT SWITCHES FOR UTILIZATION EQUIPMENT TO MEET NEC REQUIREMENTS AND TO FACILITATE EQUIPMENT MAINTENANCE.
B. SELECT NON-FUSED DISCONNECT SWITCHES, PROVIDE OVER CURRENT PROTECTION WITH CIRCUIT BREAKER AT THE SOURCE.
C. FURNISH MECHANICAL AND OTHER UTILIZATION EQUIPMENT WITH FACTORY-PROVIDED DISCONNECT SWITCHES IF AVAILABLE.
D. IF SPECIAL CONDITIONS REQUIRE FUSIBLE DISCONNECT SWITCHES, PROVIDE DISCONNECT EQUIPPED WITH 600-VOLT, CLASS R, CURRENT LIMITING REJECTION FUSES, WITH CLASS R REJECTION KIT.

2.6 SUPPORTING DEVICES

- A. HANGERS: KINDORF B-905-2A CHANNEL, H-119-D WASHER, C 105 STRAP, 3/8-INCH ROD WITH CEILING FLANGE.
B. CONDUIT CLAMPS: TWO-HOLE GALVANIZED OR MALLEABLE IRON.

2.7 ELECTRICAL IDENTIFICATION

- A. ENGRAVED LABELS: MELAMINE PLASTIC LAMINATE, WHITE WITH BLACK CORE, 1 1/16-INCH THICK, MANUFACTURED BY LAMICOID. ENGRAVERS STANDARD LETTER STYLE, MINIMUM 3/16-INCH HIGH LETTERS. DRILL OR PUNCH LABELS FOR MECHANICAL FASTENING EXCEPT WHERE ADHESIVE MOUNTING IS NECESSARY BECAUSE OF SUBSTRATE. USE SELF TAPPING STAINLESS STEEL SCREWS.
B. CONDUCTOR NUMBERS: MANUFACTURERS STANDARD VINYL-CLOTH SELF-ADHESIVE CABLE AND CONDUCTOR MARKERS OF THE WRAPAROUND TYPE.
C. BRANCH CIRCUIT SCHEDULES: PROVIDE BRANCH CIRCUIT IDENTIFICATION SCHEDULES, TYPEWRITTEN, CLEARLY FILLED OUT, TO IDENTIFY LOAD CONNECTED TO EACH CIRCUIT AND LOCATION OF LOAD.

2.8 OVERCURRENT PROTECTIVE DEVICES

- A. FUSES: DUAL ELEMENT, TIME DELAY, CURRENT LIMITING, NONRENEWABLE TYPE, REJECTION FEATURE. UL CLASS RK1, 110 TO 600 AMP, UL CLASS L, ABOVE 600 AMPS. PROVIDE FUSE PULLERS FOR COMPLETE RANGE OF FUSES. MANUFACTURERS: BUSSMANN, GOULD-SHAWMUT, LITTELFUSE, OR APPROVED EQUAL.
B. MOLDED CASE CIRCUIT BREAKERS: ONE, TWO OR THREE-POLE BOLT ON, SINGLE HANDLE COMMON TRIP, RATED 15 TO 800 AMP, AS INDICATED ON DRAWINGS. OVERCENTER TOGGLE-TYPE MECHANISM, LOCK-MAKE, LOCK-BREAK ACTION, TRIP INDICATION IS BY HANDLE POSITION. CALIBRATE FOR OPERATION IN 40°C AMBIENT TEMPERATURE. DEVICES WIRE TERMINALS BE RATED 75° MINIMUM.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. DRAWINGS ARE DIAGRAMMATIC WITH SYMBOLS REPRESENTING ELECTRICAL EQUIPMENT, OUTLETS, LUMINAIRES, AND WIRING. EXAMINE THE ENTIRE SET OF DRAWINGS TO AVOID CONFLICTS WITH OTHER SYSTEMS. DETERMINE EXACT ROUTE AND INSTALLATION OF ELECTRICAL WIRING AND EQUIPMENT WITH CONDITIONS OF CONSTRUCTION.
B. CLARIFICATION:
1. THE DRAWINGS GOVERN IN MATTERS OF QUANTITY, THE SPECIFICATION IN MATTERS OF QUALITY. IN EVENT OF CONFLICT ON DRAWINGS OR IN THE SPECIFICATIONS, THE GREATER QUANTITY AND THE HIGHER QUALITY APPLY.
2. SHOULD THE ELECTRICAL DOCUMENTS INDICATE A CONDITION CONFLICTING WITH THE GOVERNING CODES AND REGULATIONS, REFRAIN FROM INSTALLING THAT PORTION OF THE WORK UNTIL CLARIFIED BY ARCHITECT.

3.2 MOTORS/APPLIANCE UTILIZATION BRANCH CIRCUIT WIRING

- A. ELECTRICAL CONNECTIONS: CONNECT EQUIPMENT, WHETHER FURNISHED BY OWNER OR OTHER DIVISIONS OF THE CONTRACT, ELECTRICALLY COMPLETE.
B. CONNECT MOTOR BRANCH CIRCUITS COMPLETE FROM PANEL TO MOTOR AS REQUIRED BY CODE AND MANNER HEREIN DESCRIBED.
C. APPLIANCE UTILIZATION EQUIPMENT: PROVIDE APPROPRIATE CABLE AND CORD CAP FOR FINAL CONNECTION UNLESS EQUIPMENT IS PROVIDED WITH SAME. VERIFY SPECIAL PURPOSE OUTLET NEMA CONFIGURATION AND AMPERE RATING WITH EQUIPMENT SUPPLIER PRIOR TO ORDERING DEVICES AND COVERPLATES.

3.3 INSTALLATION

- A. INSTALL ELECTRICAL EQUIPMENT COMPLETE AS DIRECTED BY MANUFACTURER'S INSTALLATION INSTRUCTIONS.
B. NOISE CONTROL: DO NOT PLACE OUTLET BOXES AT OPPOSITE SIDE OF PARTITIONS OR WALLS BACK TO BACK. DO NOT PLACE CONTACTORS, TRANSFORMERS, STARTERS OR SIMILAR NOISE PRODUCING DEVICES ON WALLS WHICH ARE COMMON TO OCCUPIED SPACES UNLESS SPECIFICALLY CALLED FOR ON DRAWINGS. WHERE SUCH DEVICES MUST BE MOUNTED ON WALLS COMMON TO OCCUPIED SPACES, MOUNT OR ISOLATE IN SUCH A MANNER AS TO EFFECTIVELY PREVENT THE TRANSMISSION OF THEIR INHERENT NOISE TO THE OCCUPIED SPACE.
C. FIRESTOPPING: COORDINATE WITH THE DRAWINGS THE LOCATION OF FIRE RATED WALLS, CEILINGS, FLOORS AND THE LIKE. WHEN THESE ASSEMBLIES ARE PENETRATED BY ELECTRICAL EQUIPMENT, SEAL AROUND THE EQUIPMENT WITH APPROVED EQUAL FIRESTOPPING MATERIAL. INSTALL FIRESTOPPING MATERIAL COMPLETE AS DIRECTED BY THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
D. CONDUIT:
1. CONCEAL CONDUITS. EXPOSED CONDUITS ARE PERMITTED ONLY IN THE FOLLOWING AREAS: MECHANICAL ROOMS, ELECTRICAL ROOMS OR SPACES WHERE WALLS, CEILINGS AND FLOORS WILL NOT BE COVERED WITH FINISHED MATERIALS. EXISTING WALLS THAT ARE CONCRETE OR BLOCK CONSTRUCTION AND WHERE SPECIFICALLY NOTED ON THE DRAWINGS.
2. DO NOT INSTALL CONDUITS ON SURFACE OF BUILDING EXTERIOR, ACROSS ROOF, ON TOP OF PARAPET WALLS, OR ACROSS FLOORS.
3. BRANCH CIRCUITS: DO NOT CHANGE THE INTENT OF THE BRANCH CIRCUITS OR CONTROLS WITHOUT APPROVAL. HOMERUNS FOR 20 AMP BRANCH CIRCUITS MAY BE COMBINED TO A MAXIMUM OF SIX CONDUCTORS IN A HOMERUN. APPLY DERATING FACTORS AS REQUIRED BY NEC.
4. CONDUIT TERMINATIONS: PROVIDE CONDUITS SHOWN ON DRAWINGS WHICH TERMINATE WITHOUT BOX, PANEL, CABINET OR CONDUIT FITTING WITH CONDUIT CONNECTOR OR BUSHING.
5. CONDUIT SIZE: SEE GENERAL NOTES.
6. PROVIDE PULL CORD IN EMPTY CONDUITS.
7. CONDUIT USE LOCATIONS:
a. UNDERGROUND: SEE SCH 40
b. CAST-IN-PLACE CONCRETE, MASONRY, DAMP LOCATIONS AND SUBJECT
c. DRY, PROTECTED: GRC, IMC, EMT.
d. SHARP BENDS AND ELBOWS: GRC, EMT USE FACTORY ELBOWS.
e. MOTORS, RECESSED LUMINAIRES AND EQUIPMENT CONNECTIONS SUBJECT TO MOVEMENT OR VIBRATION, USE FLEXIBLE METALLIC CONDUIT.
f. MOTORS AND EQUIPMENT CONNECTIONS SUBJECT TO MOVEMENT OR VIBRATION AND SUBJECTED TO THE FOLLOWING CONDITIONS: EXTERIOR LOCATION, MOIST OR HUMID ATMOSPHERE, WATER SPRAY, OIL OR GREASE USE PVC COATED LIQUID TIGHT FLEXIBLE METALLIC CONDUIT.

3.4 FIELD QUALITY CONTROL

- A. VERIFY ELECTRICAL CHARACTERISTICS OF EQUIPMENT PRIOR TO INSTALLATION OF CONDUITS AND WIRING FOR EQUIPMENT.
B. COORDINATE HVAC VOLTAGE REQUIREMENTS WITH DRAWINGS AND EQUIPMENT SUBMITTALS PRIOR TO ROUGH-IN.
C. WIRING DEVICE TESTS: TEST WIRING DEVICES TO ENSURE ELECTRICAL CONTINUITY OF GROUNDING CONNECTIONS AND AFTER ENERGIZING CIRCUITRY, TO DEMONSTRATE COMPLIANCE WITH REQUIREMENTS. TEST RECEPTACLES NEUTRAL LINE TO GROUND AND NEUTRAL TO GROUND FAULTS. CORRECT DEFECTIVE WIRING.
D. VERIFICATION OF CONDITIONS: VERIFY CEILING CONSTRUCTION, RECESSING DEPTH AND OTHER CONSTRUCTION DETAILS PRIOR TO RELEASE OF LUMINAIRE FOR SHIPMENT.

3.5 CLEANING

- A. REMOVE DIRT AND DEBRIS CAUSED BY THE EXECUTION OF THE ELECTRICAL WORK. LEAVE THE ENTIRE ELECTRICAL SYSTEM INSTALLED IN CLEAN, DUST-FREE AND PROPER WORKING ORDER.
B. THOROUGHLY CLEAN THE EXTERIOR AND THE INTERIOR OF EACH SWITCHBOARD AND DISTRIBUTION PANELBOARD IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.
C. WHERE FINISH OF LUMINAIRES OR ENCLOSURES IS DAMAGED, TOUCH UP FINISH WITH MATCHING PAINT IN ACCORDANCE TO MANUFACTURER'S SPECIFICATIONS AND INSTALLATION INSTRUCTIONS.
D. CLEAN PAINT SPLATTERS, DIRT, DUST, FINGERPRINTS, AND DEBRIS FROM LUMINAIRES.

J. GROUNDING:

- 1. PERFORMANCE REQUIREMENTS: SUPPLEMENT THE GROUNDING NEUTRAL OF THE SECONDARY DISTRIBUTION SYSTEM WITH AN EQUIPMENT GROUNDING SYSTEM TO PROPERLY SAFEGUARD THE EQUIPMENT AND PERSONNEL. INSTALL EQUIPMENT GROUNDING SUCH THAT METALLIC STRUCTURES, ENCLOSURES, RACEWAYS, JUNCTION BOXES, OUTLET BOXES, CABINETS, MACHINE FRAMES, PORTABLE EQUIPMENT AND OTHER CONDUCTIVE ITEMS IN CLOSE PROXIMITY WITH ELECTRICAL CIRCUITS OPERATE CONTINUOUSLY AT GROUND POTENTIAL AND PROVIDE A LOW IMPEDANCE PATH FOR POSSIBLE GROUND FAULT CURRENTS IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE (NEC) ARTICLE 250.
2. RACEWAY GROUNDING: GROUND METALLIC RACEWAY SYSTEMS. BOND TO GROUND TERMINAL WITH CODE SIZE JUMPER EXCEPT WHERE CODE SIZE OR LARGER GROUNDING CONDUCTOR IS INCLUDED WITH CIRCUIT. USE GROUNDING BUSHING WITH LAY-IN LUG. INSTALL GROUND BUSHINGS ON METALLIC RACEWAY TERMINATIONS IN PULL BOXES, PANELBOARDS AND THE LIKE FOR CIRCUITS WITH OVERCURRENT PROTECTION SET AT 60 AMP AND GREATER.
3. INSTALL EQUIPMENT GROUNDING CONDUCTOR, CODE SIZE MINIMUM IN NONMETALLIC AND METALLIC RACEWAY SYSTEMS.
4. MOTORS, EQUIPMENT AND APPLIANCES: INSTALL CODE SIZE EQUIPMENT GROUNDING CONDUCTOR FROM OUTLET BOX TO (MOTOR) EQUIPMENT FRAME OR MANUFACTURER'S DESIGNATED GROUND TERMINAL.
5. RECEPTACLES: CONNECT GROUND TERMINAL OF RECEPTACLE TO EQUIPMENT GROUND SYSTEM BY NO. 14 CONDUCTOR BOLTED TO OUTLET BOX. SELF GROUNDING NATURE OF RECEPTACLE DEVICES DOES NOT ELIMINATE CONDUCTOR BOLTED TO OUTLET BOX.
L. FUSES:
FOR EACH CLASS AND AMPERE RATING OF FUSE INSTALLED, PROVIDE 3 SPARE FUSES.

M. LIGHTING:

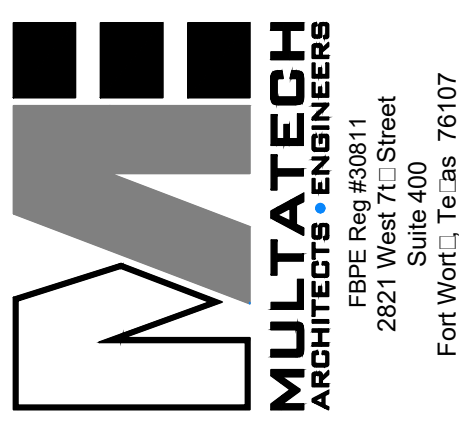
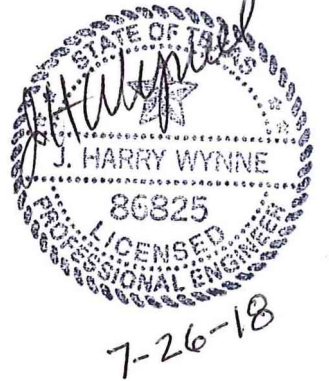
- 11. INSTALL LUMINAIRES OF TYPES INDICATED WHERE SHOWN AND AT INDICATED HEIGHTS IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS AND WITH RECOGNIZED INDUSTRY PRACTICES.
12. AVOID INTERFERENCE WITH AND PROVIDE CLEARANCE FOR EQUIPMENT WHERE THE INDICATED LOCATIONS FOR THE LUMINAIRES CONFLICT WITH THE LOCATIONS FOR EQUIPMENT, CHANGE THE LOCATIONS FOR THE LUMINAIRES AS DIRECTED BY ARCHITECT.
13. SUSPENDED LUMINAIRES: MOUNTING HEIGHTS INDICATE THE CLEARANCES BETWEEN THE BOTTOM OF THE LUMINAIRE AND THE FINISHED FLOORS.
14. SUPPORT LUMINAIRES: ANCHOR SUPPORTS TO THE STRUCTURAL SLAB OR TO STRUCTURAL MEMBERS WITHIN A PARTITION, OR ABOVE A SUSPENDED CEILING.
15. PROVIDE RECESSED LUMINAIRES WITH TWO SUPPORT WIRES AS REQUIRED BY IBC.
16. PROVIDE LIGHTING INDICATED ON DRAWINGS WITH A LUMINAIRE OF THE TYPE DESIGNATED AND APPROPRIATE FOR THE LOCATION WHERE OUTLET SYMBOLS APPEAR ON DRAWINGS WITHOUT A TYPE DESIGNATION PROVIDE A LUMINAIRE THE AS THOSE USED IN SIMILAR OR LIKE LOCATIONS.

N. FIRE ALARM SYSTEM:

- 1. WHERE CONSTRUCTION INTERFERES WITH EXISTING FIRE ALARM EQUIPMENT, OR IT IS LOCATED ON EXISTING WALLS TO BE DEMOLISHED, IT SHALL BE THE RESPONSIBILITY OF THIS CONTRACTOR TO NOTIFY THE BUILDING OWNER AND RELOCATE IT AT THE OWNERS DIRECTION. DO NOT REMOVE F.A. DEVICES UNLESS DIRECTED TO DO SO BY THE BUILDING OWNER. IT IS THIS CONTRACTOR'S RESPONSIBILITY TO MAINTAIN FIRE ALARM SPEAKERS, SMOKE DETECTORS AND OTHER FIRE SAFETY DEVICES IN OPERATION AT ALL TIMES.
2. IF ANY PERMANENT BUILDING INSTALLATIONS SUCH AS SMOKE DETECTORS, CORRIDOR PA SYSTEMS, FIRE ALARM STATIONS, ELEVATOR SIGNALS, LIGHTING IN ELECTRIC OR PORTERS CLOSETS, PIPE SHAFTS, ELECTRIC CABLES, ETC. ARE TO BE ALTERED OR RELOCATED, THE AIRPORT AUTHORITY OFFICE SHALL BE NOTIFIED BEFORE PROCEEDING.
O. FIRE PENETRATIONS
1. WHERE PENETRATIONS ARE MADE THROUGH A REQUIRED FIRE-RESISTIVE WALL, FLOOR, OR PARTITION FOR THE PURPOSE OF RUNNING RACEWAY CARRYING ELECTRICAL, TELEPHONE, TELEVISION, OR LOCAL COMMUNICATION AND/OR SIGNALING CIRCUITS, THE OPENING AROUND THE RACEWAY SHALL BE FIRE STOPPED. COORDINATION WITH THE GENERAL CONTRACTOR SHALL BE MAINTAINED TO ENSURE THAT THIS FIRE STOPPING IS ACCOMPLISHED. USE APPROVED ASSEMBLIES SUCH AS THE FOLLOWING:
CONDUIT PENETRATIONS OF 1 1/2 HOUR GYP BOARD WALLS - UL#WL1001.
CONDUIT PENETRATIONS OF 1 1/2 HOUR CONCRETE OR BLOCK WALLS - UL#CAJ1001.
CONDUIT PENETRATIONS OF 1 1/2 HOUR CONCRETE FLOORS - UL#CAJ1001.

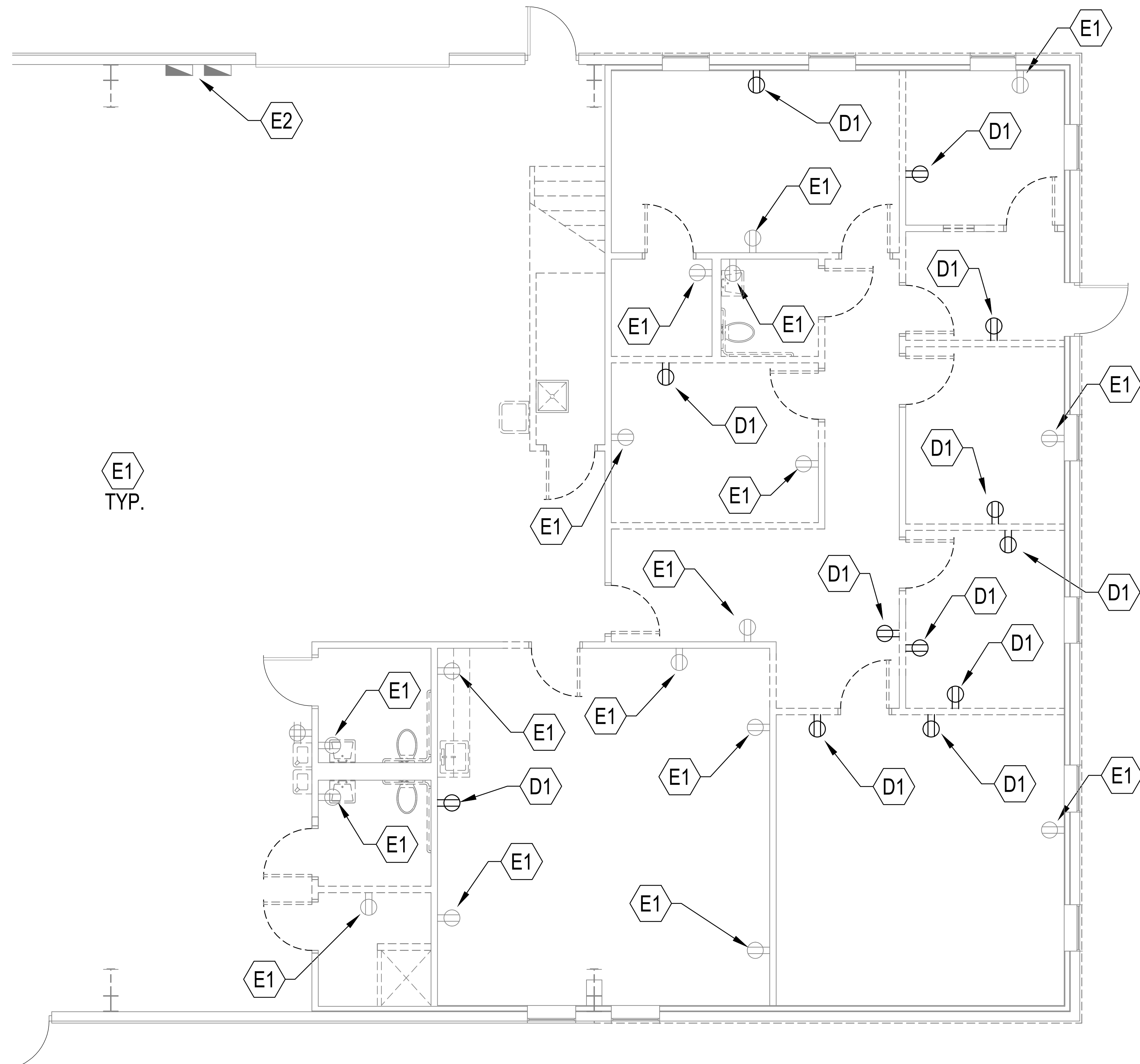
END OF SECTION

ISSUES table with columns: NO., DESCRIPTION, DATE. Rows include 15 SUBMITTAL (05.30.2018), 65 SUBMITTAL (06.20.2018), 95 SUBMITTAL (07.10.2018), and IFC (07.27.2018).



PUBLIC WORKS DEPARTMENT
BUILDING REMODEL
1200 N CORINTH ST
CORINTH, TEXAS 76208
ELECTRICAL SPECIFICATION

PROJECT #: 17142.00
ISSUE DATE: 07.27.2018
SHEET NUMBER: E0.01



E1  
TYP.

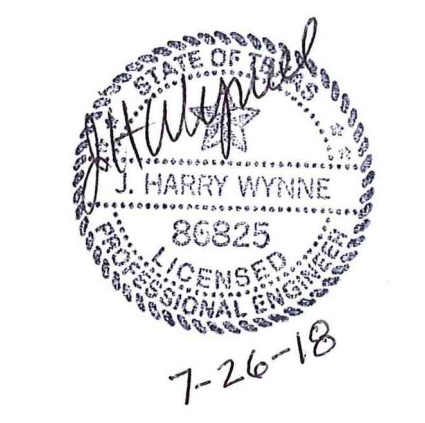


1 POWER DEMOLITION PLAN - LEVEL 1  
SCALE: 1/4" = 1'-0"

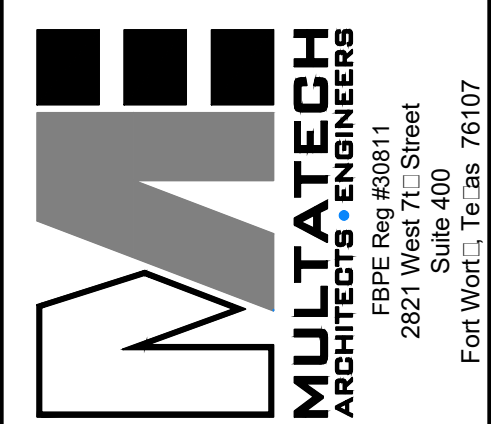
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE 1:1 ADJUST ACCORDINGLY.  
ONE INCH

EXISTING KEYNOTES:		
E1.	EXISTING RECEPTACLE TO REMAIN.	
E2.	EXISTING POWER PANELS TO REMAIN.	

ISSUES		
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018



DEMOLITION KEYNOTES:		
D1.	REMOVE EXISTING RECEPTACLE INCLUDING WIRING AND CONDUIT BACK TO SOURCE.	



GENERAL NOTES:

- A. DESIGN IS BASED ON INFORMATION COMPILED FROM SITE VISITS AND AS BUILT DRAWINGS. CONTRACTOR TO VERIFY EXACT SITE CONDITIONS BEFORE WORK AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
- B. MAINTAIN CONTINUITY IN ALL EXISTING CIRCUITRY TO REMAIN WHICH IS AFFECTED BY THE SCOPE OF WORK. CONTRACTOR TO FURNISH AND INSTALL NECESSARY WIRES, CONDUITS AND JUNCTION BOXES REQUIRED TO KEEP CONTINUITY FOR EXISTING DEVICES. CONTRACTOR SHALL FURNISH AND INSTALL ALL REQUIRED CONDUITS, WIRES AND BOXES TO ENERGIZE NEW EQUIPMENT INDICATED.
- C. EXISTING RECEPTACLES ARE SHOWN SCREENED FOR REFERENCE.

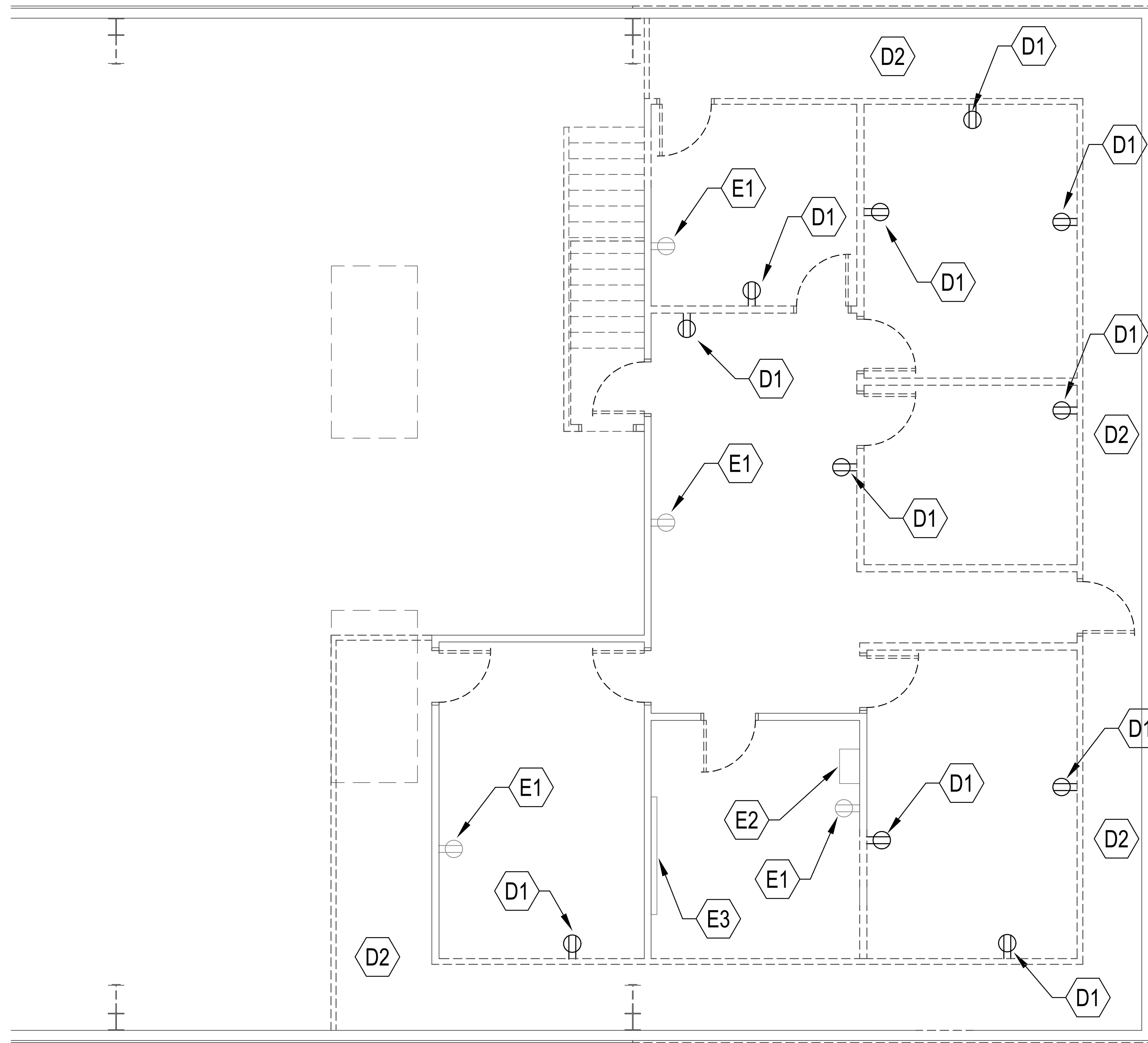
**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
 1200 N CORINTH ST  
 CORINTH, TEXAS 76208  
**ELECTRICAL POWER DEMOLITION**  
**PLAN - LEVEL 1**

PROJECT #: 17142.00

ISSUE DATE: 07.27.2018

SHEET NUMBER:

**E1.01**



**1** ELECTRICAL POWER DEMOLITION PLAN - LEVEL 2  
SCALE: 1/4" = 1'-0"

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & ADJUST ACCORDINGLY.

ONE INCH

**(E) EXISTING KEYNOTES:**

- E1. EXISTING RECEPTACLE TO REMAIN.
- E2. EXISTING CONTROLLER TO REMAIN. COORDINATE ANY OUTAGES WITH OWNER AND MANUFACTURER.
- E3. EXISTING SURFACE MOUNTED PLUG STRIP TO REMAIN.

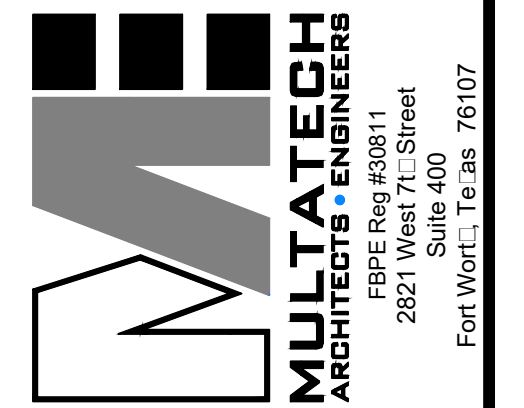
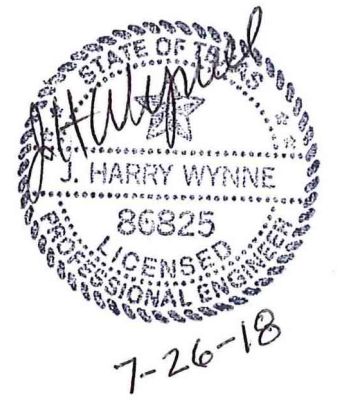
**(D) DEMOLITION KEYNOTES:**

- D1. REMOVE EXISTING RECEPTACLE INCLUDING WIRING AND CONDUIT BACK TO SOURCE.
- D2. REMOVE ALL WIRING DEVICES & DISCONNECTS IN EXISTING MECHANICAL CHASE INCLUDING WIRING AND CONDUIT BACK TO SOURCE.

**GENERAL NOTES:**

- A. DESIGN IS BASED ON INFORMATION COMPILED FROM SITE VISITS AND AS BUILT DRAWINGS. CONTRACTOR TO VERIFY EXACT SITE CONDITIONS BEFORE WORK AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
- B. MAINTAIN CONTINUITY IN ALL EXISTING CIRCUITRY TO REMAIN WHICH IS AFFECTED BY THE SCOPE OF WORK. CONTRACTOR TO FURNISH AND INSTALL NECESSARY WIRES, CONDUITS AND JUNCTION BOXES REQUIRED TO KEEP CONTINUITY FOR EXISTING DEVICES. CONTRACTOR SHALL FURNISH AND INSTALL ALL REQUIRED CONDUITS, WIRES AND BOXES TO ENERGIZE NEW EQUIPMENT INDICATED.
- C. EXISTING RECEPTACLES ARE SHOWN SCREENED FOR REFERENCE.

ISSUES		
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
	IFC	07.27.2018



**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
1200 N CORINTH ST  
CORINTH, TEXAS 76208  
**ELECTRICAL POWER DEMOLITION**  
**PLAN - LEVEL 2**

PROJECT #: 17142.00

ISSUE DATE: 07.27.2018

SHEET NUMBER:

**E1.02**



**1** ELECTRICAL POWER PLAN - LEVEL 1  
SCALE: 1/4" = 1'-0"

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE. ADJUST ACCORDINGLY.

ONE INCH

**E** EXISTING KEYNOTES:

- E1. EXISTING RECEPTACLE.
- E2. EXISTING PANEL L TO REMAIN.

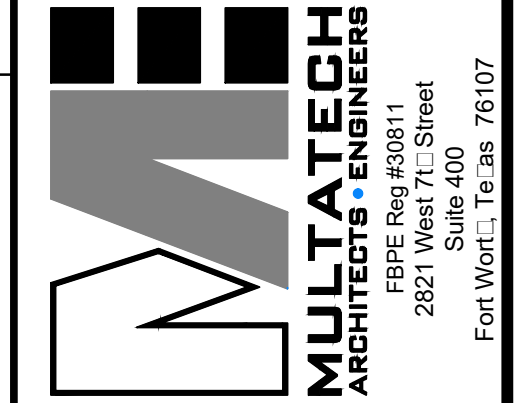
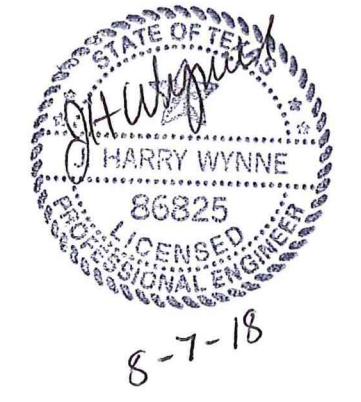
**N** NEW KEYNOTES:

- N1. NEW CABLE COAX CONNECTION. COORDINATE WITH OWNER FOR ADDITIONAL REQUIREMENTS.
- N2. NEW DATA/VOICE OUTLET. PROVIDE FOUR PACK WITH TWO DATA AND ONE VOICE. COORDINATE WITH OWNER FOR ADDITIONAL REQUIREMENTS.

**GENERAL NOTES:**

- A. DESIGN IS BASED ON INFORMATION COMPILED FROM SITE VISITS AND AS BUILT DRAWINGS. CONTRACTOR TO VERIFY EXACT SITE CONDITIONS BEFORE WORK AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
- B. MAINTAIN CONTINUITY IN ALL EXISTING CIRCUITRY TO REMAIN WHICH IS AFFECTED BY THE SCOPE OF WORK. CONTRACTOR TO FURNISH AND INSTALL NECESSARY WIRES, CONDUITS AND JUNCTION BOXES REQUIRED TO KEEP CONTINUITY FOR EXISTING DEVICES. CONTRACTOR SHALL FURNISH AND INSTALL ALL REQUIRED CONDUITS, WIRES AND BOXES TO ENERGIZE NEW EQUIPMENT INDICATED.
- C. EXISTING RECEPTACLES ARE SHOWN SCREENED FOR REFERENCE.

ISSUES		
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
	IFC	07.27.2018
▲	ADDENDUM A	08.07.18



**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
 1200 N CORINTH ST  
 CORINTH, TEXAS 76208  
**ELECTRICAL POWER PLAN - LEVEL 1**

PROJECT #: 17142.00

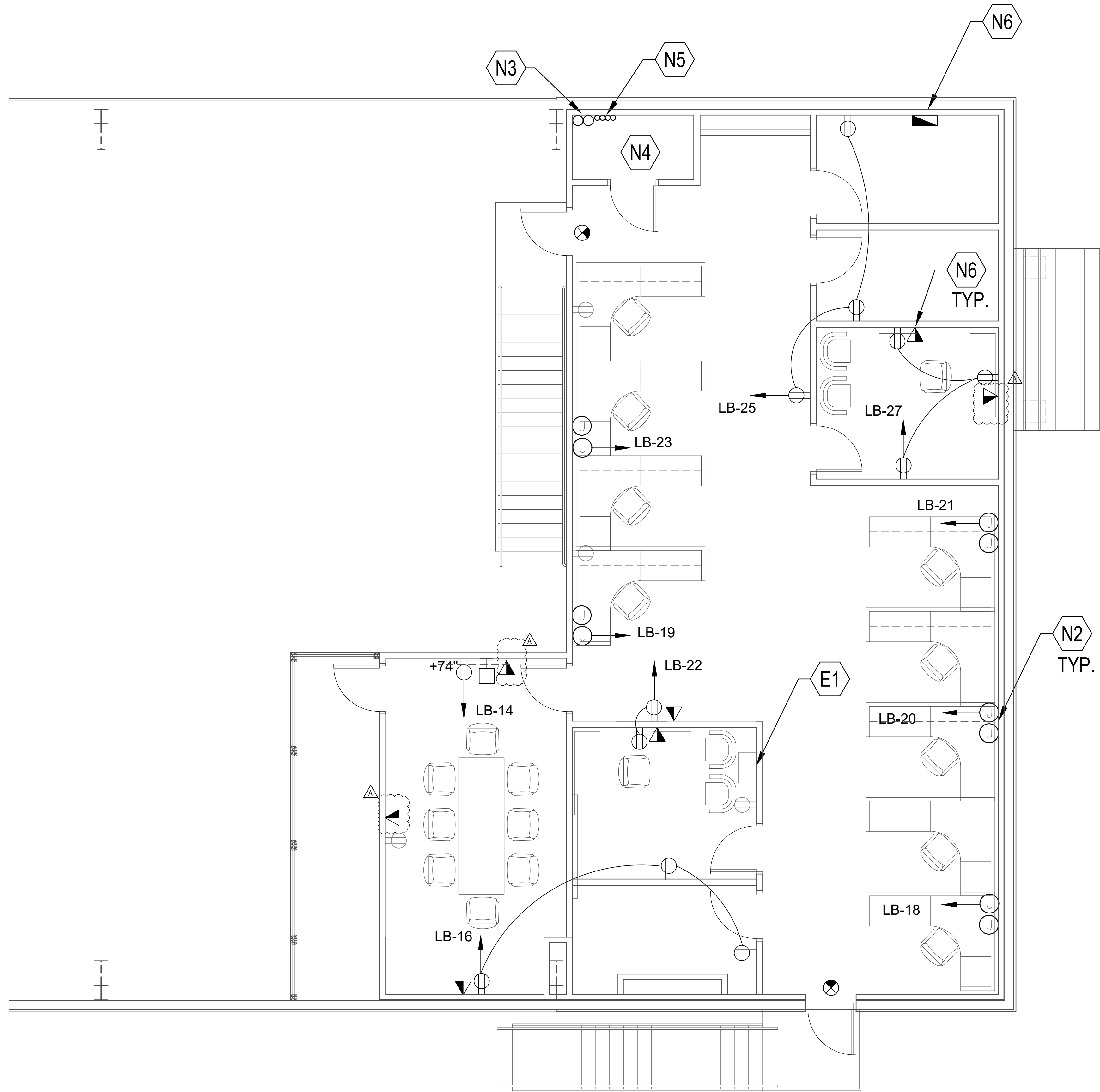
ISSUE DATE: 07.27.2018

SHEET NUMBER:

**E1.03**



K:\2017\17142.00 CityofCorinth\_FacilityRehab\_LSE\06\_CAD\BUILDING A - REMODEL PWD\ELEC\E1.04 ELECTRICAL POWER PLAN - LEVEL 2.dwg Aug 07, 2018 - 1:46pm User: Izamarripa



**1** ELECTRICAL POWER PLAN - LEVEL 2  
SCALE: 1/4" = 1'-0"

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & ADJUST ACCORDINGLY.  
ONE INCH

**E** EXISTING KEYNOTES:

- E1. EXISTING SCADA SYSTEM TO REMAIN IN PLACE. PROTECT THROUGHOUT THE DURATION OF CONSTRUCTION. EXISTING LINES COMING TO AND FROM SYSTEM ARE TO REMAIN IN PLACE. COORDINATE WITH OWNER AND MANUFACTURER FOR ADDITIONAL REQUIREMENTS.

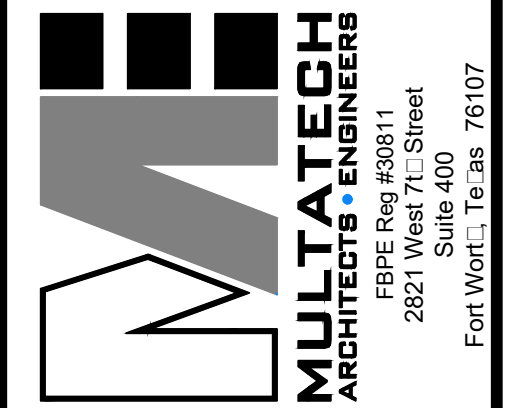
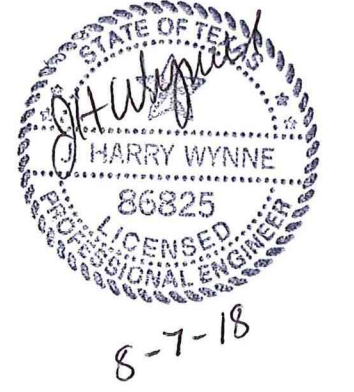
**N** NEW KEYNOTES:

- N1. NEW DATA/VOICE OUTLET. PROVIDE FOUR PACK WITH TWO DATA AND ONE VOICE. COORDINATE WITH OWNER FOR ADDITIONAL REQUIREMENTS.
- N2. PROVIDE TWO JUNCTION BOXES FOR FURNITURE POWER AND DATA FEEDS. COORDINATE WITH FURNITURE MANUFACTURE FOR EXACT REQUIREMENTS.
- N3. PROVIDE TWO 4" CONDUITS FROM TELECOMM PAD TO IT CLOSET.
- N4. PROVIDE PLYWOOD ON WALLS OF COMM CLOSET FOR EQUIPMENT MOUNTING. PAINT PLYWOOD WITH FIRE RETARDANT COATING. COORDINATE WITH OWNER FOR ADDITIONAL REQUIREMENTS.
- N5. PROVIDE FOUR 2" CONDUITS AS CABLE PATHWAYS FROM FIRST TO SECOND FLOORS. COORDINATE WITH OWNER FOR ADDITIONAL REQUIREMENTS.
- N6. NEW PANEL LB.

**GENERAL NOTES:**

- A. DESIGN IS BASED ON INFORMATION COMPILED FROM SITE VISITS AND AS BUILT DRAWINGS. CONTRACTOR TO VERIFY EXACT SITE CONDITIONS BEFORE WORK AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
- B. MAINTAIN CONTINUITY IN ALL EXISTING CIRCUITRY TO REMAIN WHICH IS AFFECTED BY THE SCOPE OF WORK. CONTRACTOR TO FURNISH AND INSTALL NECESSARY WIRES, CONDUITS AND JUNCTION BOXES REQUIRED TO KEEP CONTINUITY FOR EXISTING DEVICES. CONTRACTOR SHALL FURNISH AND INSTALL ALL REQUIRED CONDUITS, WIRES AND BOXES TO ENERGIZE NEW EQUIPMENT INDICATED.
- C. EXISTING RECEPTACLES ARE SHOWN SCREENED FOR REFERENCE.

ISSUES		
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
	IFC	07.27.2018
A	ADDENDUM A	08.07.18



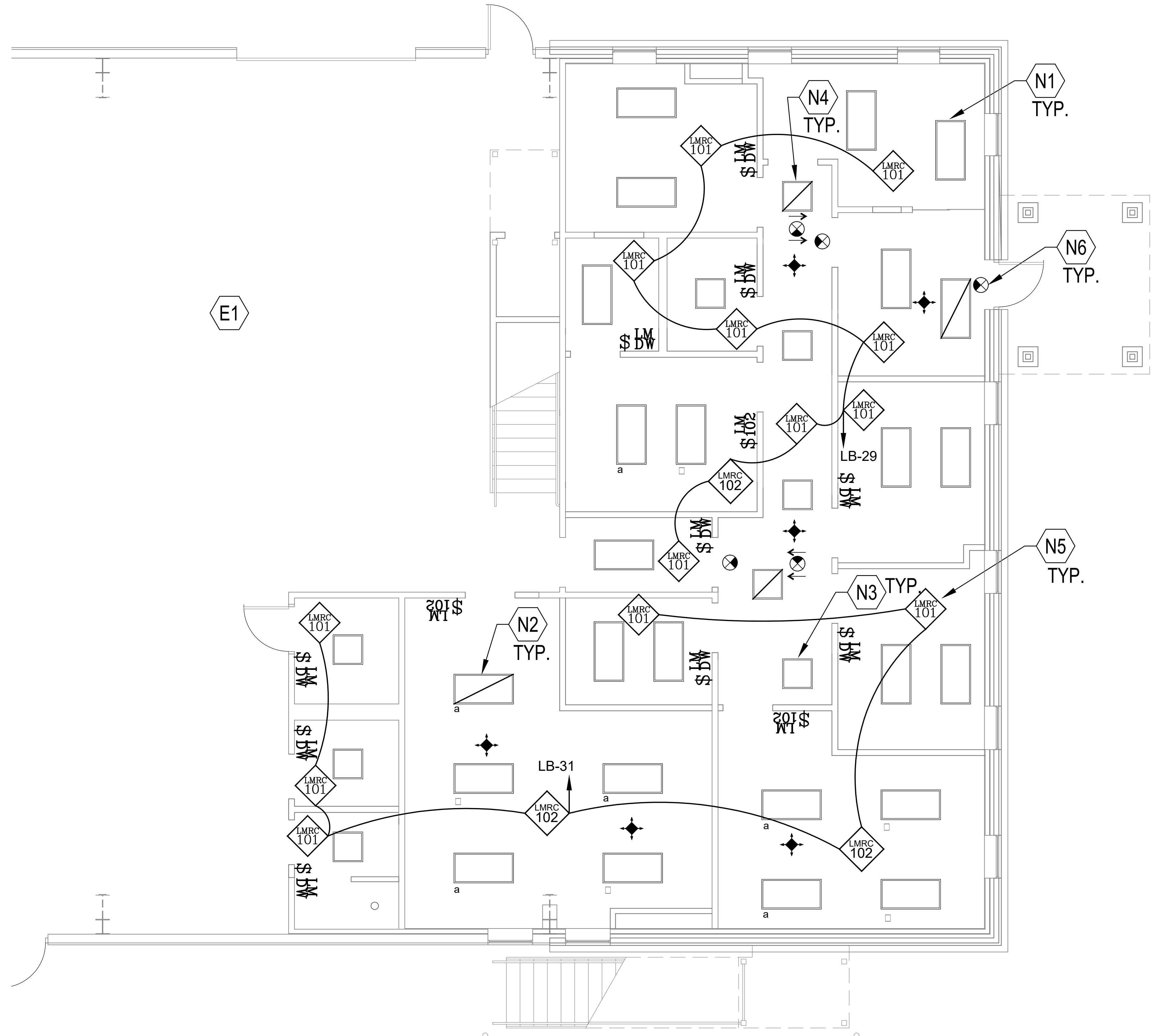
**PUBLIC WORKS DEPARTMENT  
BUILDING REMODEL  
1200 N CORINTH ST  
CORINTH, TEXAS 76208  
ELECTRICAL POWER PLAN -  
LEVEL 2**

PROJECT #: 17142.00

ISSUE DATE: 07.27.2018

SHEET NUMBER:

**E1.04**



**1** ELECTRICAL LIGHTING PLAN - LEVEL 1  
SCALE: 1/4" = 1'-0"

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE. ADJUST ACCORDINGLY.

**E** EXISTING KEYNOTES:

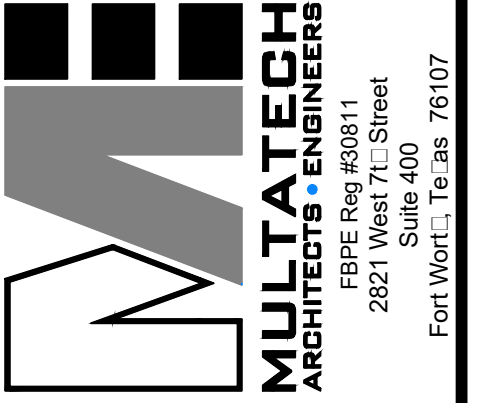
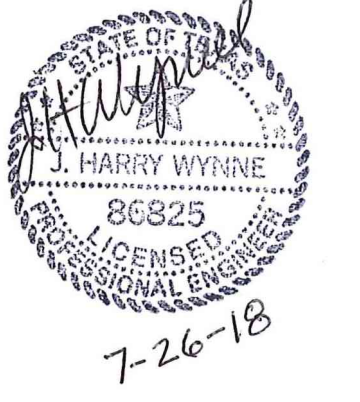
E1. EXISTING LIGHT FIXTURES IN THIS AREA TO REMAIN EXISTING.

**N** NEW KEYNOTES:

- N1. PROVIDE NEW 2X4 LED LIGHT FIXTURES EQUAL TO LITHONIA: #2VTL4 30L ADP E1 LP835.
- N2. SAME AS 'N1' EXCEPT WITH EMERGENCY BATTERY BACKUP EL14L AND EMERGENCY CONTROL UNIT ELCU.
- N3. PROVIDE NEW 2X2 LED LIGHT FIXTURES EQUAL TO LITHONIA: #2VTL2 30L ADP E1 LP835.
- N4. SAME AS 'N3' EXCEPT WITH EMERGENCY BATTERY BACKUP EL14L AND EMERGENCY CONTROL UNIT ELCU.
- N5. NEW WATTSTOPPER ROOM CONTROLLER. REFER TO E4.01 FOR MORE INFORMATION.
- N6. NEW EMERGENCY EXIT SIGN EQUAL TO LITHONIA: EDG.EDGR 1/2 RMR. CIRCUIT TO UNSWITCHED LEG OF LIGHTING CIRCUIT SERVING THE AREA.

GENERAL NOTES:

ISSUES		
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
	IFC	07.27.2018



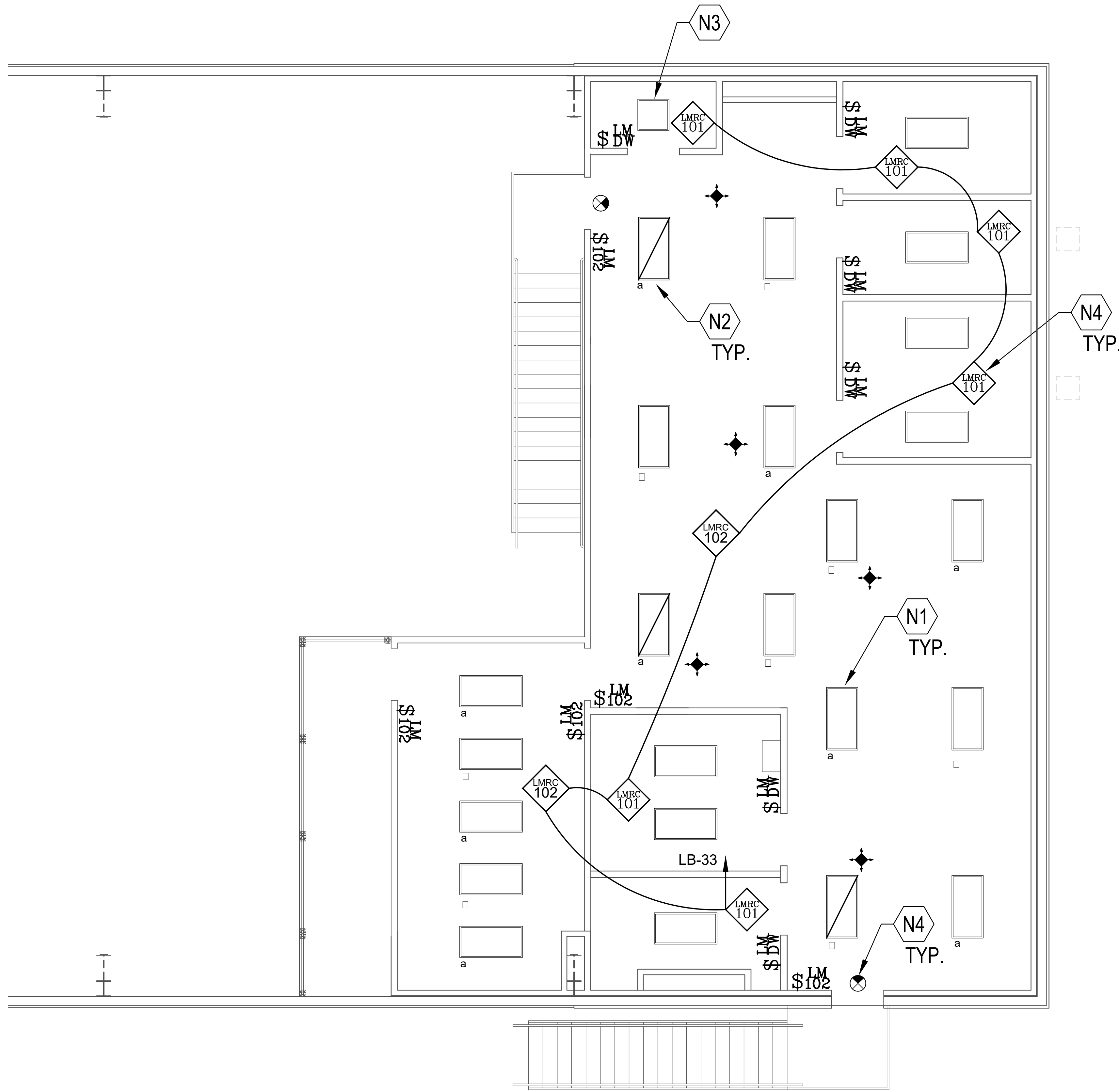
**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
 1200 N CORINTH ST  
 CORINTH, TEXAS 76208  
**ELECTRICAL LIGHTING PLAN - LEVEL 1**

PROJECT #: 17142.00

ISSUE DATE: 07.27.2018

SHEET NUMBER:

**E2.01**

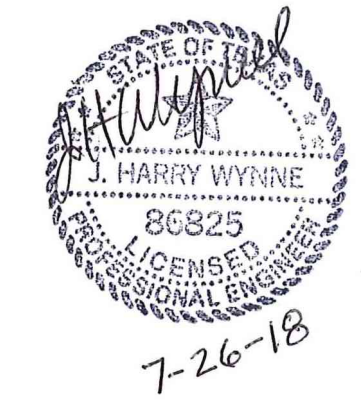


**1** ELECTRICAL LIGHTING PLAN - LEVEL 2  
SCALE: 1/4" = 1'-0"

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & ADJUST ACCORDINGLY.  
ONE INCH

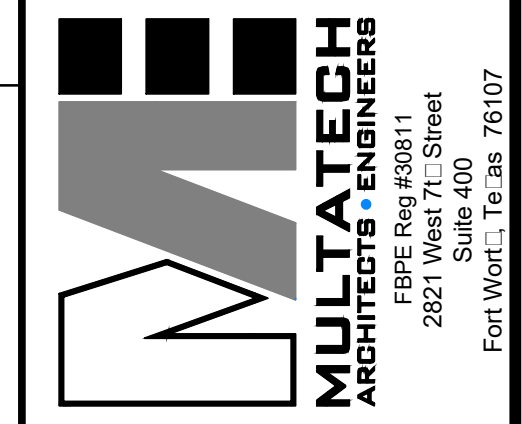
**E** EXISTING KEYNOTES:

ISSUES		
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
	IFC	07.27.2018



**N** NEW KEYNOTES:

- N1. PROVIDE NEW 2X4 LED LIGHT FIXTURES EQUAL TO LITHONIA: #2VTL4 30L ADP E=1 LP835.
- N2. SAME AS 'N1' EXCEPT WITH EMERGENCY BATTERY BACKUP EL14L AND EMERGENCY CONTROL UNIT ELCU.
- N3. PROVIDE NEW 2X2 LED LIGHT FIXTURES EQUAL TO LITHONIA: #2VTL2 30L ADP E=1 LP835.
- N4. NEW WATTSTOPPER ROOM CONTROLLER. REFER TO E4.01 FOR MORE INFORMATION.
- N5. NEW EMERGENCY EXIT SIGN EQUAL TO LITHONIA: EDG EDGR 12 RMR. CIRCUIT TO UNSWITCHED LEG OF LIGHTING CIRCUIT SERVING THE AREA.



GENERAL NOTES:

**PUBLIC WORKS DEPARTMENT  
BUILDING REMODEL**  
1200 N CORINTH ST  
CORINTH, TEXAS 76208  
**ELECTRICAL LIGHTING PLAN -  
LEVEL 2**

PROJECT #: 17142.00  
ISSUE DATE: 07.27.2018  
SHEET NUMBER:

**E2.02**

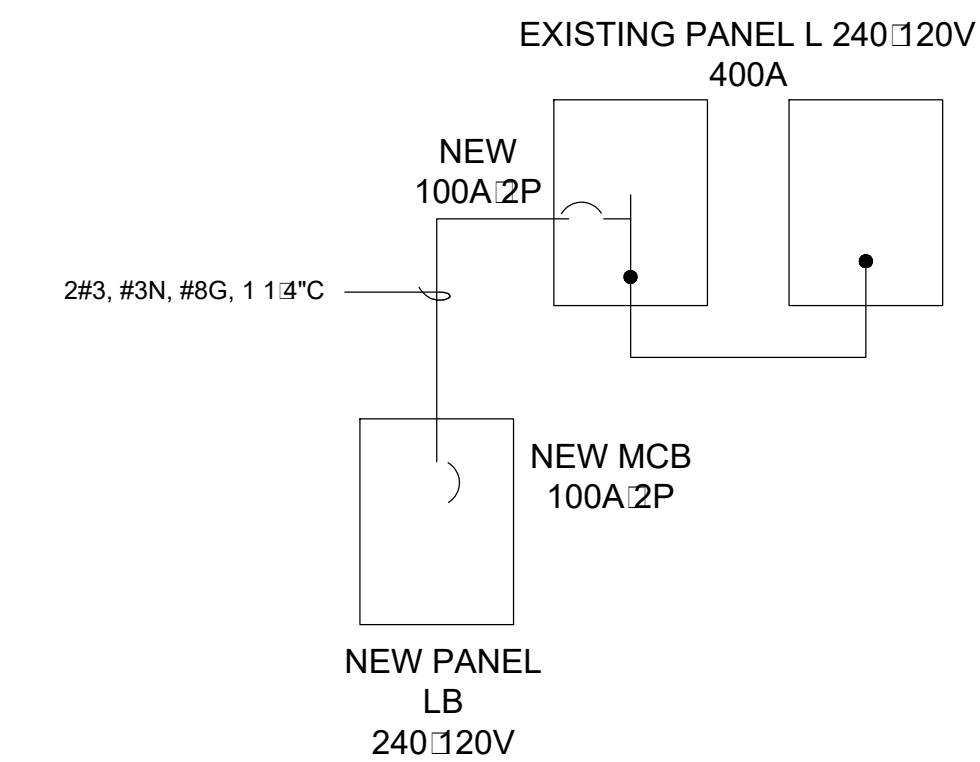
K:\2017\17142.00 CityofCorinth\_FacilityRehab\_LSE\06\_CAD\BUILDING A - REMODEL\_PWD\ELEC\E4-01 ELECTRICAL DETAILS.dwg Jul 26, 2018 - 4:51pm User: LZamarripa

# DIGITAL LIGHTING MANAGEMENT

MODEL #	VOLTAGE	DESCRIPTION
LMRC-101	120/277 VAC	1-RELAY ON/OFF ROOM CONTROLLER
LMRC-102	120/277 VAC	2-RELAY ON/OFF ROOM CONTROLLER
LMRC-213	120/277 VAC	ON/OFF 0-10V DIMMING ROOM CONTROLLER WITH 3 RELAY
LMLS-400	120/277 VAC	ON/OFF 0-10V DIMMING ROOM CONTROLLER WITH 3 RELAY
LMDC-100	24VDC, 20MA	DUAL TECHNOLOGY CEILING SENSOR
LMDW-101	24VDC, 5MA	1-BUTTON DIGITAL WALL SENSOR DUAL TECHNOLOGY
LMSW-101	24VDC, 5MA	1-BUTTON DIGITAL WALL SWITCH
LMSW-102	24VDC, 5MA	2-BUTTON DIGITAL WALL SWITCH
LMSW-103	24VDC, 5MA	3-BUTTON DIGITAL WALL SWITCH SINGLE GANG

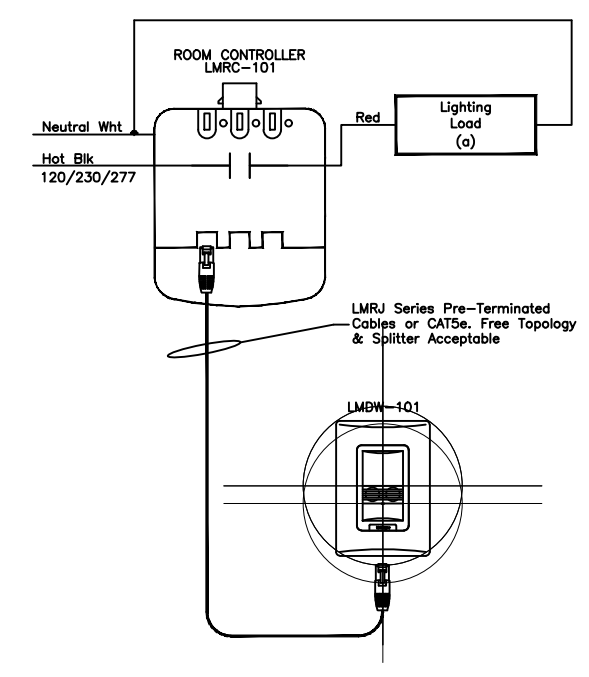
CAT # ARE WATTSTOPPER UON. VERIFY LAYOUT WITH MANUFACTURER'S REPRESENTATIVE. DO NOT MOUNT ULTRASONIC OR DUAL TECHNOLOGY SENSOR WITHIN 4' TO 6' OF HVAC DISCHARGE GRILLE. IF THIS CONFLICT OCCURS, RELOCATE THE SENSOR AS CLOSE AS POSSIBLE TO THE INDICATED POSITION WHILE MAINTAINING THE REQUIRED CLEARANCE. DEVICES AND PLATES SHALL BE WHITE.

**WIRING DIAGRAMS ARE FOR REFERENCE PURPOSES ONLY.**  
**WIRING DIAGRAMS ARE SUBJECT TO CHANGE. COORDINATE WITH MANUFACTURER FOR FINAL WIRING REQUIREMENTS.**

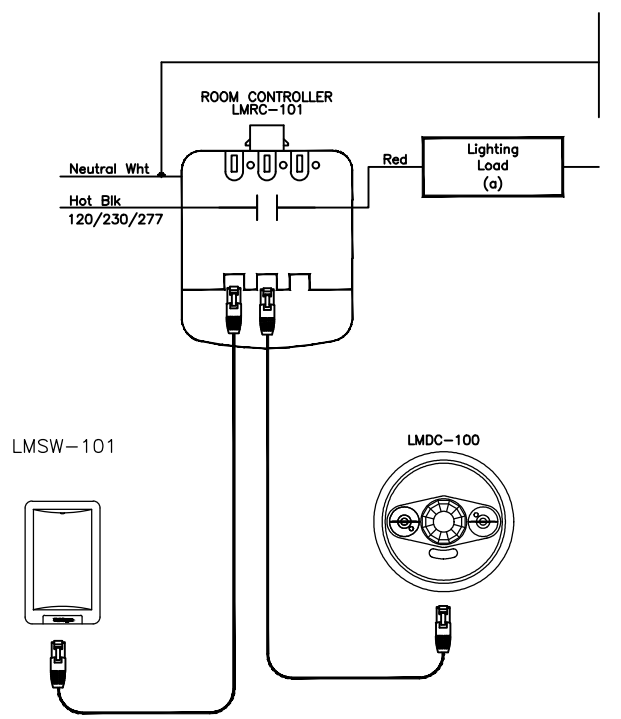


2 PARTIAL ONE-LINE DIAGRAM  
 E4.01 SCALE: NO SCALE

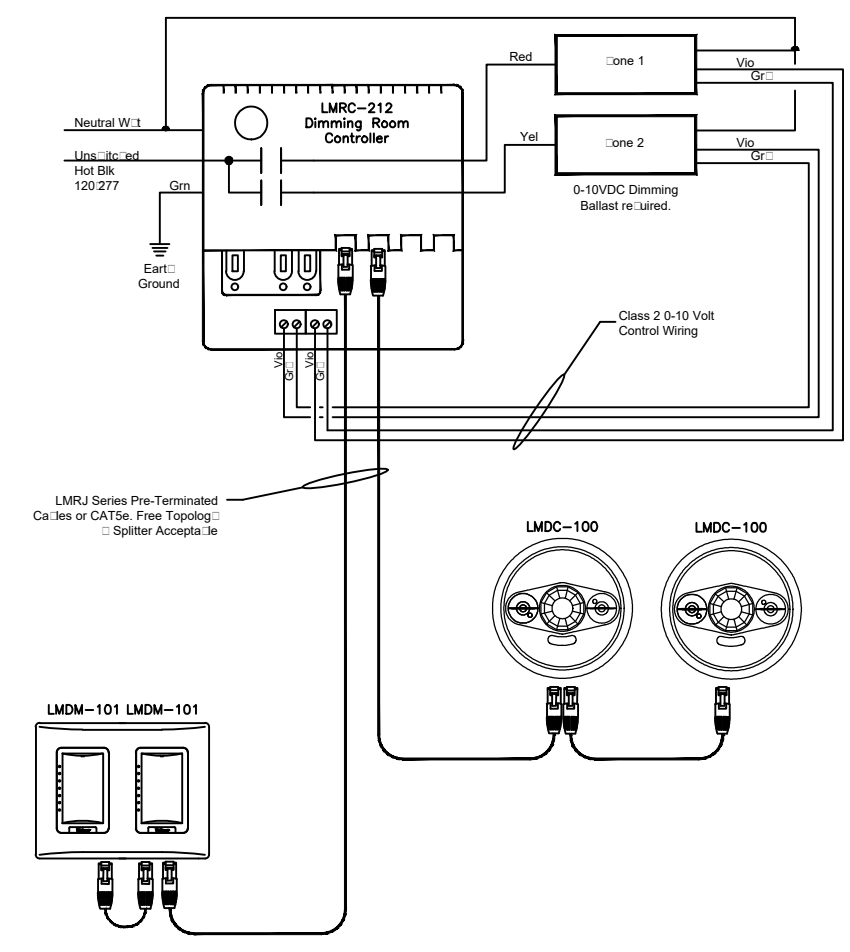
1 DIGITAL CONTROL SCHEDULE  
 E4.01 SCALE: NO SCALE



3 LMRC-101 CONTROL DETAIL  
 E4.01 SCALE: NO SCALE



4 LMRC-101 WITH OCCUPANCY SENSOR CONTROL DETAIL  
 E4.01 SCALE: NO SCALE

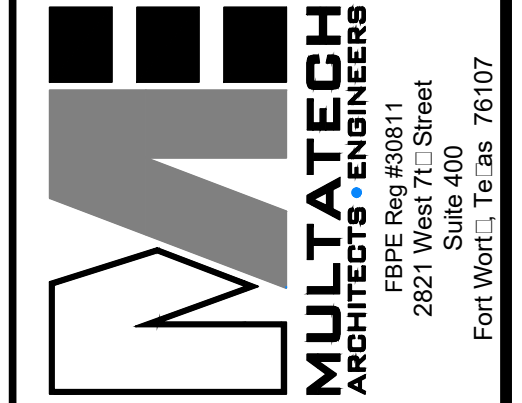
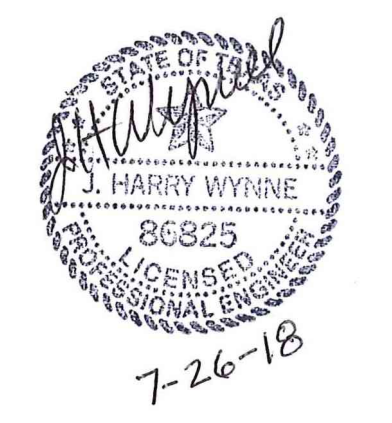


5 LMRC-212 2-ZONE DIMMING CONTROL DETAIL  
 E4.01 SCALE: NO SCALE

SEQUENCE OF OPERATION:  
 50% AUTO ON - 50% MANUAL ON - ONE 1  
 AUTO ON - ONE 2 MANUAL ON  
 EACH ONE CAN BE CONTROLLED  
 INDEPENDENTLY VIA LMDM-101 WALL  
 DIMMER. WALL DIMMER IS CAPABLE OF  
 DIMMING TO OFF.

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & ADJUST ACCORDINGLY.  
 ONE INCH

ISSUES		
NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018



**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
 1200 N CORINTH ST  
 CORINTH, TEXAS 76208  
**ELECTRICAL DETAILS**

PROJECT #: 17142.00  
 ISSUE DATE: 07.27.2018  
 SHEET NUMBER:  
**E4.01**

K:\2017\17142.00 CityofCorinth\_FacilityRehab\_LSE\06\_CAD\BUILDING A - REMODEL\_PWD\ELEC\E4.02 ELECTRICAL SCHEDULES.dwg Jul 26, 2018 - 4:50pm User: Lzamarripa

PANEL	VOLTAGE: 240/120				PH: 1				BUS (AMPS): 100			
LB	NEMA: 1				WIRE: 3				MCB 100			
LOCATION: 2ND LEVEL	SEC: 1 OF 1				KAIC: 10				FEEDER SIZE: SEE ONE-LINE			
DESCRIPTION	BRANCH CKT DESCRIPTION	LOAD (VA)	BREAKER #P AMP	CIRCUIT NUMBER	BREAKER #P AMP	LOAD (VA)	BRANCH CKT DESCRIPTION	DESCRIPTION				
RECEPT	#12,#12N,#12G,3/4"C	540	1 20	1 A 2	1 20	800	#12,#12N,#12G,3/4"C	COPIER				
RECEPT	#12,#12N,#12G,3/4"C	540	1 20	3 B 4	1 20	800	#12,#12N,#12G,3/4"C	MONITOR				
FRIDGE	#12,#12N,#12G,3/4"C	800	1 20	5 A 6	1 20	540	#12,#12N,#12G,3/4"C	RECEPT				
VENDING	#12,#12N,#12G,3/4"C	800	1 20	7 B 8	1 20	360	#12,#12N,#12G,3/4"C	RECEPT				
RECEPT	#12,#12N,#12G,3/4"C	720	1 20	9 A 10	1 20	360	#12,#12N,#12G,3/4"C	RECEPT				
MONITOR	#12,#12N,#12G,3/4"C	800	1 20	11 B 12	1 20	540	#12,#12N,#12G,3/4"C	RECEPT				
RECEPT	#12,#12N,#12G,3/4"C	540	1 20	13 A 14	1 20	800	#12,#12N,#12G,3/4"C	MONITOR				
IT RECEPT	#12,#12N,#12G,3/4"C	800	1 20	15 B 16	1 20	540	#12,#12N,#12G,3/4"C	RECEPT				
RECEPT	#12,#12N,#12G,3/4"C	360	1 20	17 A 18	1 20	720	#12,#12N,#12G,3/4"C	FURNITURE				
FURNITURE	#12,#12N,#12G,3/4"C	720	1 20	19 B 20	1 20	720	#12,#12N,#12G,3/4"C	FURNITURE				
FURNITURE	#12,#12N,#12G,3/4"C	720	1 20	21 A 22	1 20	360	#12,#12N,#12G,3/4"C	RECEPT				
FURNITURE	#12,#12N,#12G,3/4"C	720	1 20	23 B 24	2 15	360	#12,#12N,#12G,3/4"C	FCU 1-10				
RECEPT	#12,#12N,#12G,3/4"C	540	1 20	25 A 26		360		"				
RECEPT	#12,#12N,#12G,3/4"C	540	1 20	27 B 28	2 15	360	2#12,#12G,3/4"C	FCU 11-20				
LIGHTING	#12,#12N,#12G,3/4"C	450	1 20	29 A 30		360		"				
LIGHTING	#12,#12N,#12G,3/4"C	400	1 20	31 B 32	2 15	360	2#12,#12G,3/4"C	FCU 21-29				
LIGHTING	#12,#12N,#12G,3/4"C	625	1 20	33 A 34		360		"				
SPARE			1 20	35 B 36	1 20			SPARE				
SPARE			1 20	37 A 38	1 20			SPARE				
SPARE			1 20	39 B 40	1 20			SPARE				
SPARE			1 20	41 A 42	1 20			SPARE				
<b>TOTAL CONNECTED LOAD</b>		<b>19</b>				<b>80</b>	<b>PHASE A (VA)</b>	<b>9,955</b>				
<b>TOTAL DEMAND LOAD</b>		<b>17</b>				<b>72</b>	<b>PHASE B (VA)</b>	<b>9,360</b>				

**1 NEW PANEL LB SCHEDULE**  
E4.02 SCALE: NO SCALE

ELECTRICAL PROVISIONS FOR MECHANICAL EQUIPMENT															
LOCATION (1)	EQUIP DESC.	NAMEPLATE DATA					DISCONNECTING MEANS AT LOAD					CIRCUIT DATA		COMMENTS	
		V	PH	HP OR (KW)	FLA (MCA)	MOC (MAX MOP)	TYPE	V	WIRES	AMPS	FUSE SIZE	NEMA TYPE	PANEL		CKT NUMBER(S)
SEE MECH PLAN	FCU-1	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	24	NO SAFETY SW
SEE MECH PLAN	FCU-2	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	24	IF CORD+RECEPT CONNECTED FCU
SEE MECH PLAN	FCU-3	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	24	
SEE MECH PLAN	FCU-4	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	24	
SEE MECH PLAN	FCU-5	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	24	
SEE MECH PLAN	FCU-6	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	24	
SEE MECH PLAN	FCU-7	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	24	
SEE MECH PLAN	FCU-8	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	24	
SEE MECH PLAN	FCU-9	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	24	
SEE MECH PLAN	FCU-10	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	24	
SEE MECH PLAN	FCU-11	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	26	
SEE MECH PLAN	FCU-12	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	26	
SEE MECH PLAN	FCU-13	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	26	
SEE MECH PLAN	FCU-14	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	26	
SEE MECH PLAN	FCU-15	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	26	
SEE MECH PLAN	FCU-16	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	26	
SEE MECH PLAN	FCU-17	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	26	
SEE MECH PLAN	FCU-18	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	26	
SEE MECH PLAN	FCU-19	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	26	
SEE MECH PLAN	FCU-20	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	26	
SEE MECH PLAN	FCU-21	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	28	
SEE MECH PLAN	FCU-22	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	28	
SEE MECH PLAN	FCU-23	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	28	
SEE MECH PLAN	FCU-24	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	28	
SEE MECH PLAN	FCU-25	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	28	
SEE MECH PLAN	FCU-26	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	28	
SEE MECH PLAN	FCU-27	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	28	
SEE MECH PLAN	FCU-28	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	28	
SEE MECH PLAN	FCU-29	240	1	.1 KW	0.3	15	SAFETY SWITCH	300	2P-2W	20		1	LB	28	
SEE MECH PLAN	CU-1	240	1	6.5 KW	29.1	35	DISCONNECT SWITCH	300	2-3	60		3R	L2	19.21	
SEE MECH PLAN	CU-2	240	1	6.5 KW	29.1	35	DISCONNECT SWITCH	300	2-3	60		3R	L2	23.25	
SEE MECH PLAN	CU-3	240	1	6.5 KW	29.1	35	DISCONNECT SWITCH	300	2-3	60		3R	L2	27.29	
SEE MECH PLAN	CU-4	240	1	6.5 KW	29.1	35	DISCONNECT SWITCH	300	2-3	60		3R	L2	31.33	

- NOTES**
- 1 ALL: VERIFY FINAL EQUIPMENT LOCATIONS AND REFER TO MECHANICAL DRAWINGS.
  - 2 ALL: PROVIDE ELECTRICAL EQUIPMENT, WIRING, AND CONNECTIONS SCHEDULED.
  - 3 ALL: VERIFY ACTUAL NAMEPLATE DATA OF PURCHASED EQUIPMENT AND ADJUST DEVICES AND WIRING ACCORDINGLY.
  - 4 ALL: PENETRATE ROOF WITHIN CURB OR MECHANICAL PIPE JACK.
  - 5 ALL: REFER TO MECHANICAL PLANS FOR EXACT LOCATIONS OF EQUIPMENT.
  - 6 MOUNT NEMA 5-20R (GFI, WP) ON ROOFTOP A/C UNITS PER NEC REQUIREMENTS. CONNECT TO EXISTING RECEPTACLE CIRCUIT.
  - 7 MOUNT FAN SWITCH AND PROVIDE CONTROL WIRING IN CONDUIT AS COORDINATED WITH MECHANICAL INSTALLER.
  - 8 SYMBOL (\*) PROVIDE OVERCURRENT PROTECTION AND WIRING TO MEET MANUFACTURER'S & NEC REQUIREMENTS. RE-USE EXISTING WHERE SUFFICIENTLY SIZED.

**ABBREVIATIONS**

MCA	MINIMUM CIRCUIT AMPS
MOP	MAXIMUM OVERCURRENT PROTECTIVE DEVICE RATING
NFS	NON FUSED SWITCH
FS	FUSED SWITCH
OCPD	OVERCURRENT PROTECTIVE DEVICE -CB OR FUSE
F	FUSE
NF	NON-FUSED

**3 ELECTRICAL PROVISIONS FOR PLUMBING & MECHANICAL EQUIP. SCHEDULE**  
E4.02 SCALE: NO SCALE

PANEL	VOLTAGE: 240/120				PH: 1				BUS (AMPS): 400			
L	NEMA: 1				WIRE: 3				MCB 400			
LOCATION: ELECTRICAL RM	SEC: 1 OF 2				KAIC: 10				FEEDER SIZE: EXISTING			
DESCRIPTION	BRANCH CKT DESCRIPTION	LOAD (VA)	BREAKER #P AMP	CIRCUIT NUMBER	BREAKER #P AMP	LOAD (VA)	BRANCH CKT DESCRIPTION	DESCRIPTION				
NEW PANEL LB	SEE ONE-LINE	9955	2 100	1 A 2	1 20			EXISTING RECEPTS				
SPARE			1 20	3 B 4	1 20			EXISTING RECEPTS				
SPARE			1 20	5 A 6	1 20			EXISTING RECEPTS				
EXISTING LTS			1 20	7 B 8	1 20			EXISTING RECEPTS				
EXISTING LTS			1 20	9 A 10	1 20			EXISTING RECEPTS				
EXISTING LTS			1 20	11 B 12	1 20			EXISTING RECEPTS				
EXISTING LTS			1 20	13 A 14	1 20			EXISTING RECEPTS				
EXISTING LTS			1 20	15 B 16	1 20			EXISTING RECEPTS				
SPARE			2 20	17 A 18	1 20			EXISTING RECEPTS				
SPARE			2 20	19 B 20	1 20			SPARE				
SPARE			2 20	21 A 22	1 20			SPARE				
EXISTING LIFT			2 30	23 B 24	1 20			EXISTING RECEPTS				
EXISTING COMP.R.			2 70	27 B 28	1 20			EXISTING RECEPTS				
EXISTING WASHER			2 40	31 B 32	1 20			EXISTING RECEPTS				
EXISTING WELDER			2 50	33 A 34	1 20			EXISTING RECEPTS				
EXISTING OVHD			1 20	35 B 36	1 20			EXISTING RECEPTS				
EXISTING OVHD			1 20	37 A 38	1 20			SPARE				
EXISTING OVHD			1 20	39 B 40	1 20			EXISTING RECEPTS				
EXISTING OVHD			1 20	41 A 42	1 20			EXISTING COPIER				
<b>TOTAL ADDED LOAD</b>		<b>19</b>				<b>80</b>	<b>PHASE A (VA)</b>	<b>9,955</b>				
<b>TOTAL ADDED DEMAND LOAD</b>		<b>18</b>				<b>73</b>	<b>PHASE B (VA)</b>	<b>9,360</b>				

**NOTES:**  
MAX 15 MIN UTILITY RECORDED DEMAND=34 KVA (OR 142AMPS). 1.25 X 142A +67A= 245AMP, WHICH IS LESS THAN 400A SERVICE.

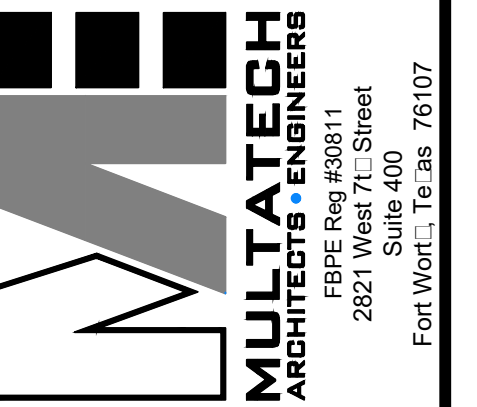
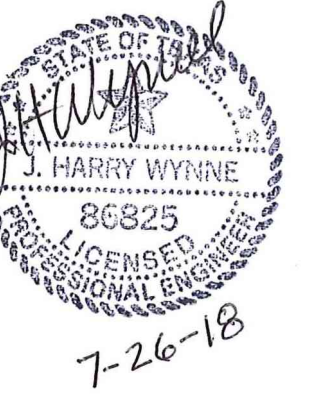
**2 EXISTING PANEL L1 SCHEDULE**  
E4.02 SCALE: NO SCALE

PANEL	VOLTAGE: 240/120				PH: 1				BUS (AMPS): 400			
L	NEMA: 1				WIRE: 3				MLO			
LOCATION: SHOP	SEC: 2 OF 2				KAIC: 10				FEEDER SIZE: EXISTING			
DESCRIPTION	BRANCH CKT DESCRIPTION	LOAD (VA)	BREAKER #P AMP	CIRCUIT NUMBER	BREAKER #P AMP	LOAD (VA)	BRANCH CKT DESCRIPTION	DESCRIPTION				
EXISTING RECEPTS		400	1 20	1 A 2	1 20	400		EXISTING DOOR				
EXISTING DOOR ALARM		200	1 20	3 B 4	1 20	400		EXISTING DOOR				
EXISTING RECEPTS		400	1 20	5 A 6	1 20	600		EXISTING GATE				
EXISTING RECEPTS		400	1 20	7 B 8	2 25	1000		EXISTING LIFT				
EXISTING RECEPTS		400	1 20	9 A 10		1000		-				
EXISTING RECEPTS		400	1 20	11 B 12	1 20	400		EXISTING RECEPT				
SPARE			1 20	13 A 14	1 20			SPARE				
EXISTING HEAT		600	1 20	15 B 16	1 20			SPARE				
EXISTING HEAT		600	1 20	17 A 18	1 20	400		EXISTING RECEPTS				
NEW CU-1	2#8,#10G,3/4"C	3400	2 35	19 B 20	1 20	400		EXISTING RECEPTS				
-		3400		21 A 22	1 20			SPARE				
NEW CU-2	2#8,#10G,3/4"C	3400	2 35	23 B 24	1 20			SPARE				
-		3400		25 A 26	1 20			SPARE				
NEW CU-3	2#8,#10G,3/4"C	3400	2 35	27 B 28	1 20			SPARE				
-		3400		29 A 30	1 20	500		EXISTING SCADA				
NEW CU-4	2#8,#10G,3/4"C	3400	2 35	31 B 32	1 20			SPARE				
-		3400		33 A 34	1 20	400		EXISTING RECEPTS				
EXISTING HEAT		1500	2 35	35 B 36	1 20	400		EXISTING RECEPTS				
-		1500		37 A 38	1 20	600		EXISTING COPIER				
EXISTING WH		2000	2 30	39 B 40	2 70			SPARE				
-		2000		41 A 42				-				

**NOTES:**  
NEW AIR CONDITIONING LOADS REPLACE EXISTING LESS EFFICIENT EXISTING AIR CONDITIONING LOADS, NO LOAD INCREASE.

**4 EXISTING PANEL L2 SCHEDULE**  
E4.02 SCALE: NO SCALE

NO.	DESCRIPTION	DATE
15	SUBMITTAL	05.30.2018
65	SUBMITTAL	06.20.2018
95	SUBMITTAL	07.10.2018
IFC		07.27.2018



**PUBLIC WORKS DEPARTMENT**  
**BUILDING REMODEL**  
1200 N CORINTH ST  
CORINTH, TEXAS 76208  
**ELECTRICAL SCHEDULES**

PROJECT #: 17142.00  
ISSUE DATE: 07.27.2018  
SHEET NUMBER:

**E4.02**

# SECTION 00410 - BID SCHEDULE

## BASE BID

### CITY OF CORINTH PUBLIC WORKS FACILITY RENOVATION

ITEM NO.	DIVISION	ESTIMATED QUANTITY	UNIT	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE (\$)	AMOUNT BID (\$)
100	2	1	LS	DEMOLITION		
				Including, but not limited to, Removal of Exterior façade, interior finishes, HVAC, Electrical, Communications and Fire Suppression (as per Plans)		
				Dollars		
				Cents		
				per LS		
200	3	1	LS	CAST IN PLACE CONCRETE		
				Including, but not limited to, perimeter brick ledge, slab patching (as per Plans)		
				Dollars		
				Cents		
				per LS		
300	5	1	LS	MISCELLANEOUS METAL		
				Including, but not limited to, Framing, blocking and misc. supports (as per Plans)		
				Dollars		
				Cents		
				per LS		
400	4	1	LS	CONCRETE MASONRY CONSTRUCTION		
				Including, but not limited to, Stone wainscot and accessories (as per Plans)		
				Dollars		
				Cents		
				per LS		
500	6	1	LS	WOOD AND LAMINATES (CARPENTRY)		
				Including, but not limited to, Blocking rough carpentry, wall and ceiling framing (as per Plans)		
				Dollars		
				Cents		
				per LS		
600	6	1	LS	MILLWORK		
				Including, but not limited to, Millwork (as per Plans)		
				Dollars		
				Cents		
				per LS		
700	13	1	LS	INSULATED METAL PANELS		
				Including, but not limited to, Exterior Façade		
				Dollars		
				Cents		
				per LS		
800	7	1	LS	INSULATION AND WATERPROOFING		
				Including, but not limited to, Insulation, sound attenuation, waterproofing (as per Plans)		
				Dollars		
				Cents		
				per LS		

# SECTION 00410 - BID SCHEDULE

## BASE BID

### CITY OF CORINTH PUBLIC WORKS FACILITY RENOVATION

ITEM NO.	DIVISION	ESTIMATED QUANTITY	UNIT	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE (\$)	AMOUNT BID (\$)
900	13	1	LS	ROOF INSULATION Including, but not limited to, Roof insulation repairs and infill (as per Plans)		
				Dollars		
				Cents		
				per LS		
1000	7	1	LS	FLASHING AND SHEET METAL Including, but not limited to, Flashing and misc. sheet metal (as per Plans)		
				Dollars		
				Cents		
				per LS		
1100	7	1	LS	SEALANTS AND CAULKING Including, but not limited to, Sealants and caulking (as per Plans)		
				Dollars		
				Cents		
				per LS		
1200	8	1	LS	DOORS AND HARDWARE Including, but not limited to, Doors and hardware (as per Plans)		
				Dollars		
				Cents		
				per LS		
1300	9	1	LS	DRYWALL AND ACOUSTICAL CEILINGS Including, but not limited to, Drywall and acoustical ceilings (as per Plans)		
				Dollars		
				Cents		
				per LS		
1400	5	1	LS	STAIRS Including, but not limited to, Stairs (interior and exterior) (as per Plans)		
				Dollars		
				Cents		
				per LS		
1500	9	1	LS	FLOORING Including, but not limited to, Tile, carpet, LVL, base (as per Plans)		
				Dollars		
				Cents		
				per LS		
1600	9	1	LS	PAINTING Including, but not limited to, Painting (as per Plans)		
				Dollars		
				Cents		
				per LS		

# SECTION 00410 - BID SCHEDULE

## BASE BID

### CITY OF CORINTH PUBLIC WORKS FACILITY RENOVATION

ITEM NO.	DIVISION	ESTIMATED QUANTITY	UNIT	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE (\$)	AMOUNT BID (\$)
1700	10	1	LS	TOILET HARDWARE AND ACCESSORIES		
				Including, but not limited to, Toilet hardware and accessories (3 toilet rooms and shower) (as per Plans)		
				Dollars		
				Cents		
				per LS		
1800	11	1	LS	EQUIPMENT		
				Including, but not limited to, Breakroom appliances (as per Plans)		
				Dollars		
				Cents		
				per LS		
1900	21	1	LS	FIRE PROTECTION		
				Including, but not limited to, Fire protection (as per Plans)		
				Dollars		
				Cents		
				per LS		
2000	22	1	LS	PLUMBING		
				Including, but not limited to, Plumbing (as per Plans)		
				Dollars		
				Cents		
				per LS		
2100	23	1	LS	HVAC		
				Including, but not limited to, HVAC (as per Plans)		
				Dollars		
				Cents		
				per LS		
2200	26	1	LS	ELECTRICAL		
				Including, but not limited to, Electrical (as per Plans)		
				Dollars		
				Cents		
				per LS		
2300	27	1	LS	LOW VOLTAGE		
				Including, but not limited to, Low voltage (as per Plans)		
				Dollars		
				Cents		
				per LS		

TOTAL LUMP SUM BASE BID FOR MATERIALS AND SERVICES, ITEMS 100 THROUGH 2300, INCLUSIVE \_\_\_\_\_ DOLLARS

\_\_\_\_\_ CENTS

\$ \_\_\_\_\_

NOTE: Refer to the November 2017 Edition of the Public Works Construction Standards - North Central Texas as amended and published by the North Central Texas Council of Governments.



# SECTION 00410 - BID SCHEDULE

## BASE BID

### CITY OF CORINTH PUBLIC WORKS FACILITY RENOVATION

308 CONSTRUCTION

MART INC.

ITEM NO.	DIVISION	ESTIMATED QUANTITY	UNIT	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE (\$)	AMOUNT BID (\$)	UNIT PRICE (\$)	AMOUNT BID (\$)
100	2	1	LS	DEMOLITION	\$ 4,000.00	\$ 4,000.00	\$ 22,847.50	\$ 22,847.50
200	3	1	LS	CAST IN PLACE CONCRETE	\$ 6,400.00	\$ 6,400.00	\$ 49,400.00	\$ 49,400.00
300	5	1	LS	MISCELLANEOUS METAL	\$ 2,000.00	\$ 2,000.00	\$ 60,701.49	\$ 60,701.49
400	4	1	LS	CONCRETE MASONRY CONSTRUCTION	\$ 8,575.00	\$ 8,575.00	\$ 40,014.00	\$ 40,014.00
500	6	1	LS	WOOD AND LAMINATES (CARPENTRY)	\$ 4,600.00	\$ 4,600.00	\$ 31,788.90	\$ 31,788.90
600	6	1	LS	MILLWORK	\$ 9,600.00	\$ 9,600.00	\$ 9,625.59	\$ 9,625.59
700	13	1	LS	INSULATED METAL PANELS	\$ 2,100.00	\$ 2,100.00	\$ 55,575.00	\$ 55,575.00
800	7	1	LS	INSULATION AND WATERPROOFING	\$ 13,500.00	\$ 13,500.00	\$ 2,470.00	\$ 2,470.00
900	13	1	LS	ROOF INSULATION	\$ 4,300.00	\$ 4,300.00	\$ 1,235.00	\$ 1,235.00
1000	7	1	LS	FLASHING AND SHEET METAL	\$ 2,100.00	\$ 2,100.00	\$ 3,087.50	\$ 3,087.50
1100	7	1	LS	SEALANTS AND CAULKING	\$ 2,300.00	\$ 2,300.00	\$ 1,852.50	\$ 1,852.50
1200	8	1	LS	DOORS AND HARDWARE	\$ 23,000.00	\$ 23,000.00	\$ 43,169.43	\$ 43,169.43
1300	9	1	LS	DRYWALL AND ACOUSTICAL CEILINGS	\$ 14,000.00	\$ 14,000.00	\$ 59,588.75	\$ 59,588.75
1400	5	1	LS	STAIRS	\$ 10,000.00	\$ 10,000.00	\$ 12,350.00	\$ 12,350.00
1500	9	1	LS	FLOORING	\$ 21,000.00	\$ 21,000.00	\$ 38,772.83	\$ 38,772.83
1600	9	1	LS	PAINTING	\$ 20,000.00	\$ 20,000.00	\$ 30,849.07	\$ 30,849.07
1700	10	1	LS	TOILET HARDWARE AND ACCESSORIES	\$ 4,200.00	\$ 4,200.00	\$ 8,620.30	\$ 8,620.30
1800	11	1	LS	EQUIPMENT	\$ 2,300.00	\$ 2,300.00	\$ 1,000.00	\$ 1,000.00
1900	21	1	LS	FIRE PROTECTION	\$ 6,400.00	\$ 6,400.00	\$ 8,151.00	\$ 8,151.00
2000	22	1	LS	PLUMBING	\$ 24,000.00	\$ 24,000.00	\$ 42,113.50	\$ 42,113.50
2100	23	1	LS	HVAC	\$ 197,000.00	\$ 197,000.00	\$ 134,800.25	\$ 134,800.25
2200	26	1	LS	ELECTRICAL	\$ 86,000.00	\$ 86,000.00	\$ 54,308.50	\$ 54,308.50
2300	27	1	LS	LOW VOLTAGE	\$ 9,000.00	\$ 9,000.00	\$ 16,678.92	\$ 16,678.92

TOTAL LUMP SUM BASE BID FOR MATERIALS AND SERVICES, ITEMS 100 THROUGH 2300, INCLUSIVE

\$ 476,375.00

\$ 729,000.03

120 CALENDAR DAYS

135 CALENDAR DAYS

# SECTION 00410 - BID SCHEDULE

## BASE BID

### CITY OF CORINTH PUBLIC WORKS FACILITY RENOVATION

JC COMMERCIAL INC.

AUI PARTNERS LLC

Engineer's Estimate

UNIT PRICE (\$)	AMOUNT BID (\$)	UNIT PRICE (\$)	AMOUNT BID (\$)	UNIT PRICE (\$)	AMOUNT BID (\$)
\$ 12,012.40	\$ 12,012.40	\$ 16,433.00	\$ 16,433.00		
\$ 32,267.10	\$ 32,267.10	\$ 61,953.00	\$ 61,953.00		
\$ 1,416.00	\$ 1,416.00	\$ 49,476.00	\$ 49,476.00		
\$ 31,122.50	\$ 31,122.50	\$ 25,682.00	\$ 25,682.00		
\$ 25,960.00	\$ 25,960.00	\$ 56,065.00	\$ 56,065.00		
\$ 6,224.50	\$ 6,224.50	\$ 13,266.00	\$ 13,266.00		
\$ 120,000.00	\$ 120,000.00	\$ 78,659.00	\$ 78,659.00		
\$ 3,776.00	\$ 3,776.00	\$ 11,740.00	\$ 11,740.00		
\$ 88,000.00	\$ 88,000.00	\$ 12,886.00	\$ 12,886.00		
\$ 14,000.00	\$ 14,000.00	\$ -	\$ -		
\$ 3,270.96	\$ 3,270.96	\$ -	\$ -		
\$ 29,597.94	\$ 29,597.94	\$ 38,427.00	\$ 38,427.00		
\$ 9,676.00	\$ 9,676.00	\$ 22,019.00	\$ 22,019.00		
\$ 49,796.00	\$ 49,796.00	\$ -	\$ -		
\$ 31,000.00	\$ 31,000.00	\$ 39,010.00	\$ 39,010.00		
\$ 20,060.00	\$ 20,060.00	\$ 23,712.00	\$ 23,712.00		
\$ 6,590.30	\$ 6,590.30	\$ 12,697.00	\$ 12,697.00		
\$ -	\$ -	\$ -	\$ -		
\$ 10,602.30	\$ 10,602.30	\$ 29,350.00	\$ 29,350.00		
\$ 49,000.00	\$ 49,000.00	\$ 30,745.00	\$ 30,745.00		
\$ 133,034.72	\$ 133,034.72	\$ 169,255.00	\$ 169,255.00		
\$ 60,000.00	\$ 60,000.00	\$ 118,629.00	\$ 118,629.00		
\$ 7,370.28	\$ 7,370.28	\$ 14,998.00	\$ 14,998.00		

\$ 744,777.00

\$ 825,002.00

\$ 345,000.00

140 CALENDAR DAYS

130 CALENDAR DAYS

## SECTION 00500 - CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered into by and between 308 Construction, LLC, a LLC corporation (hereinafter referred to as "Contractor"), and **CORINTH, TEXAS**, a political subdivision of the State of Texas (hereinafter referred to as "City" or "OWNER"), to be effective from and after the date hereinafter provided.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

### CONTRACT SUM

The City shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change orders as provided in the Contract Documents. The contract sum shall be the amount of (\$494,375.00).

### EFFECTIVE DATE

This Construction Agreement, having been previously approved by the City of Corinth City Council, shall be effective upon the date of delivery and execution by Contractor, provided the City executes the same within ten (10) consecutive calendar days after said delivery and execution by Contractor.

## I. CONTRACT GENERAL PROVISIONS

### 1.1 DEFINITIONS

Words which have well-known technical or construction industry meanings shall have their commonly understood meanings in the Contract Documents, unless a different meaning is stated in the Contract Documents. The following words and expressions, or pronouns used in their place, shall wherever they appear in this contract be construed as follows, unless a different meaning is clear from the context:

**Addendum, Bulletin or Letter of Clarification:** Any additional contract provisions, or change, revisions or clarification of the Contract Documents issued in writing by the OWNER, to prospective bidders prior to the receipt of bids.

**Contract or Contract Documents:** The written agreement covering the performance of the work. The Contract and Contract Documents include this written Construction Agreement between OWNER and CONTRACTOR, Important Dates, Instructions to Bidders, Requests for Proposal, all Addenda, the Specifications, including the general and supplemental special and technical conditions, Drawings, provisions, plans or working drawings — and any supplemental changes or agreements pertaining to the Work or materials therefor; and bonds and any additional documents incorporated by reference in the above.

**CONTRACTOR:** The person, persons, partnership, firm, corporation, association or organization, or any combination thereof, entering into the contract for the execution of the work, acting directly or through a duly authorized representative.

**Other CONTRACTORS:** Any contractor, other than the CONTRACTOR or his subcontractors, who has a direct contact with the OWNER for work on or adjacent to the site of the work.

**Contract Work or Work:** Everything expressly or impliedly required to be furnished and done by the CONTRACTOR by the Contract Documents.

**Engineer:** The term "Engineer" means the Engineer or his duly authorized representative. The Engineer shall be understood to be the Engineer of the OWNER, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the Engineer and the CONTRACTOR.

**Extra Work:** Work other than that which is expressly or impliedly required by the Contract Documents at the time of the execution of the contract.

**Change Order:** A written order to the CONTRACTOR authorizing and directing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or the Contract time.

**Contract Price:** The total amount of money payable to the CONTRACTOR under the terms and conditions of the Contract Documents. When used in such context, it may also mean the unit price of an item of work under the Contract terms.

**OWNER'S Representative:** The Engineer or other duly authorized assistant, agent, engineer, inspector or superintendent acting within the scope of their particular duties.

**Drawings or Contract Drawings:** Those drawings that are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, including but not limited to, the plans, elevations, sections, details, schedules, diagrams, any bulletin, or any detailed drawing furnished by the OWNER, pertaining or supplemental thereto.

**Specifications:** Those portions of the Contract Documents that specify the requirements for materials, equipment, systems, standards and workmanship for performance of the Work, and related services.

**Inspector:** Any representative of the OWNER designated to inspect the work.

**Materialman or Supplier:** Any subcontractor contracting with the CONTRACTOR, or any of his subcontractors, to fabricate or deliver or who actually fabricates or delivers materials, supplies or equipment to be consumed or incorporated into the Work.

**Notice:** Written notice effective the date of the postmark thereon, or if hand delivered, effective the date of hand delivery.

**OWNER:** CORINTH, TEXAS, a political subdivision of the State of Texas. The term OWNER means the OWNER or its authorized representative.

**Payment Bond:** A bond in the amount of the Contract executed by a corporate surety in accordance with all Texas Law, including but not limited to, Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code, for public works projects as security furnished by the CONTRACTOR and his sureties solely for the protection of payment bond beneficiaries supplying labor and materials in the prosecution of the Contract Work.

**Performance Bond:** A bond in the amount of the Contract executed by a corporate surety in accordance with all Texas Law, including but not limited to, Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code, for public works projects as security furnished by the CONTRACTOR and his sureties solely for the protection of the Owner, conditioned on the faithful performance of the Contract Work in accordance with the plans, specification, and Contract Documents.

**Maintenance Bond:** A bond executed by a corporate surety for 100% of the Contract Price that complies with all Texas Laws, including but not limited to, Chapter 3503 of the Texas Insurance Code, guaranteeing the prompt, full and faithful performance of the general guaranty and warranty contained in the Contract Documents, and Texas Law.

**Project:** The total construction of the work described in the Contract Documents performed by the Contractor, Other Contractor or the Owner in whole or part.

**Proposal:** The written statement or statements duly submitted to the OWNER by the person, persons, partnership, company, firm, association or corporation proposing to do the Work contemplated, including the approved form on which the formal bids for the Work are to be proposed.

**Plan, or Plans:** The plans are the drawings or reproductions therefrom made by the Owner or Owner's Representative and approved by the Owner showing the dimensions, location, design and position of the various elements of the Project and Work, including plans, elevations, sections, details, schedules, diagrams, working drawings, preliminary drawings, and such supplemental drawings as the Owner may issue to clarify other drawings or for the purpose of showing changes in the Contract Work authorized by the Owner, or for showing details not shown therein.

**Special Provisions or Conditions:** The special clauses of the Contract, or Contract Documents, setting forth conditions or requirements peculiar to the specific Project involved, supplementing the standard or general specifications and taking precedence over any conditions or requirements of the standard or general specifications with which

they are in conflict.

**Specifications or Contract Specifications:** All of the general, special and technical conditions or provisions, and all addendum or supplements thereto consisting of written requirements for materials, equipment, systems, standards and performance of the work.

**Site:** The area upon or in which the CONTRACTOR'S operations are carried on, and such other areas adjacent thereto as may be designated as such by the OWNER.

**Subcontractors:** Any persons, firm or corporation, other than employees of the CONTRACTOR, who or which contracts with the CONTRACTOR to furnish, or who actually furnishes, labor and/or materials and equipment at or about the site.

**Sureties:** The corporate bodies which are bound by such bonds as are required with and for the CONTRACTOR. The sureties engaged to be responsible for the entire and satisfactory fulfillment of the Contract and for any and all requirements as set out in the specifications, Contract or plans.

**The Work:** All work including the furnishing of all labor, materials, tools, equipment, required submittals and incidentals to be performed by the CONTRACTOR under the terms of the Contract.

**Directed, Required, Approved and Words of Like Import:** Whenever they apply to the Work or its performance, the words "directed," "required," "permitted," "ordered," "designated," "established," "prescribed" and words of like import used in the Contract, specifications or upon the drawings shall imply the direction, requirement, permission, order, designation or prescription of the OWNER; and "approved," "acceptable," "satisfactory" and words of like import shall mean approved by, acceptable to or satisfactory to the OWNER.

**Equal:** Materials, articles or methods which are of equal or higher quality than those specified or shown on the drawings and as further defined in the "or equal" clause. Substitution of Materials shall be determined by the Engineer at his or her discretion, and approved by the Owner.

**Working Time, Completion Time or Contract Time:** The time set forth in the Contract for the performance and completion of the Work contracted for. The time may be expressed as calendar days, working days or a specific date.

**Calendar Day or Days:** Any successive days of the week or month, no days being excepted.

**Working Day:** A working day is defined as a calendar day not including Saturdays, Sundays or those legal holidays as specified in the list prepared by the OWNER for contract purposes. Approved working hours are from 7:00am to 7:00pm, CST. Nothing in this definition shall be construed as prohibiting the CONTRACTOR from working on

Saturdays if he so desires, however permission of the OWNER shall be necessary if the CONTRACTOR chooses to work on Saturday. Work on Sundays shall not be permitted without the written permission of the OWNER. If Saturday or Sunday work is permitted, working time shall be charged on the same basis as week days. Where the working time is expressed as calendar days or a specific date, the concept of working days shall no longer be relevant to the contract.

## CONTRACT DOCUMENTS

1.2 The parties agree that the Contract Documents shall consist of the following documents in addition to any other documents referenced or incorporated herein:

- A. This written Construction Agreement, including any changes or modifications;
- B. All addenda including the following listed and numbered addenda: Addendum No. 1 dated 8/24/18 Received AK Addendum No. 2 dated 10/2/18 Received AK Addendum No. 3 dated 10/11/18 Received AK Add # 4 dated 10/21/18 Rcvd. AK
- C. Important Dates, Instructions to Bidder, the Invitation to Bid and Bid Form;
- D. The Special/Supplemental Conditions;
- E. The Specifications and the Project Drawings (if any);
- F. The Construction Details shown on plans;
- G. The Standard Specifications and Standard Drawings from the Public Works Construction Standards-North Central Texas Council of Governments, November 2017 edition and all subsequent addendums;
- H. The Performance Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract Price;
- I. The Payment Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract Price; and,
- J. The Maintenance Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract Price.

### 1.2.1 PRIORITY OF THE CONTRACT DOCUMENTS

These Contract Documents (A through I above) form the Construction Agreement and are a part of this Construction Agreement as if fully set forth herein. In the event of an inconsistency in any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above.

### 1.2.2 THE CONTRACT

The Contract Documents form the Contract. The Contract represents the entire integrated agreement between the OWNER and the CONTRACTOR and supercedes all prior negotiations, and representations by either party.

### 1.3 CORRELATION AND INTENT OF DOCUMENTS

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intent of the documents, unless otherwise specifically provided, is to produce complete and finished work, which the CONTRACTOR undertakes to do in full compliance with the Contract Documents. It is not intended to mention every item of work in the specifications which can be adequately shown on the drawings nor to show on the drawings all items of work described or required by the specifications. All materials or labor for work shown on the drawings or reasonably inferable therefrom as being necessary to produce a finished job shall be provided by the CONTRACTOR whether or not same is expressly covered in the specifications. No verbal conversation, understanding or agreement with any officer or employee or agent of the OWNER, either before or after the execution of the Contract, shall affect or modify any of the terms, conditions or obligations contained in the Contract Documents.

### 1.3.1 CONTRACT DRAWINGS AND SPECIFICATIONS

The OWNER shall furnish the CONTRACTOR one copy of the Contract Drawings and any supplemental drawings and specifications reasonably necessary for the proper execution of the work. At least one copy of all drawings and specifications shall be accessible at all times to the OWNER at the job site.

### 1.3.2 SUPPLEMENTAL DRAWINGS AND SPECIFICATIONS

In order to carry out the intent of the Contract Documents and to assist the CONTRACTOR in performing its work, the OWNER, after the execution of the Contract, may, by supplemental drawings, specifications or otherwise, furnish additional information or instructions as may be necessary for construction purposes.

All such supplemental drawings, specifications or instructions are intended to be consistent with the Contract Documents and reasonably inferable therefrom. Therefore, no extra costs shall be allowed by the OWNER on a claim that particular supplemental drawings, specifications or instructions differ from the requirements of the Contract Documents, incurring extra costs, unless the CONTRACTOR has first brought the matter, in writing, to the OWNER'S attention for adjustment before proceeding with the work covered by such.

If the OWNER decides that there is no departure from the requirements of the Contract Documents, the CONTRACTOR shall then proceed with the work as shown, specified or directed. If the OWNER shall decide that extra work is involved, he shall so modify the supplemental drawings, specifications or instructions to eliminate the extra work, or cause a written Change Order to be issued in accordance with the Contract Documents.

### 1.3.3 ERRORS AND CORRECTIONS IN DRAWINGS AND SPECIFICATIONS

The CONTRACTOR shall not take advantage of any apparent errors, omissions or discrepancies in the drawings or specifications; and the Architect or Engineer shall be permitted to make such corrections or interpretations as may be necessary for the



fulfillment of the intent of the Contract Documents. In case of any errors, omissions or discrepancies in the drawings or specifications, the CONTRACTOR shall promptly submit the matter to the OWNER or OWNER'S Representative in writing who, in turn, shall promptly make a determination and issue the necessary instructions in writing. Any adjustment by the CONTRACTOR without this determination and instructions shall be at the CONTRACTOR'S own risk and expense. The Work is to be made complete as intended by the Contract Documents.

#### 1.3.4 EXISTING STRUCTURES

The plans show the general locations of some known surface and subsurface structures. The locations of many gas mains, water mains, conduits, sewers, other utilities, etc., however, are unknown, and the OWNER assumes no responsibility for failure to show any or all of these structures on the plans or to show them in their exact locations. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for Extra Work or for increasing the pay quantities in any manner whatsoever. The CONTRACTOR shall be solely responsible for locating all gas mains, water mains, conduits, sewers, other utilities etc., so as to perform the Work without damaging the same.

## II. THE WORK

### 2.1 SCOPE OF WORK

Contractor shall provide all labor, supervision, materials, and equipment necessary to perform all work required by the Contract Documents in connection with BID NO. 1116, CITY OF CORINTH PUBLIC WORKS FACILITY RENOVATION.

### 2.2 CHANGE OR MODIFICATION OF CONTRACT

#### 2.2.1 ALTERATION OF PLANS AND SPECIFICATIONS

The OWNER reserves the right to make such changes in the plans and specifications and in the character of the work as may be necessary or desirable to insure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the Work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the Contract or bonds. Such changes shall be issued by the Engineer.

#### 2.2.2 INCREASED OR DECREASED QUANTITIES OF WORK

The OWNER reserves the right and may from time to time, by written order, and without notice to any surety, make changes in the quantity or time of performance of the Work, as may be considered necessary or desirable and such changes shall not be considered as waiving or invalidating any conditions or provisions of the

Contract or bonds. The CONTRACTOR shall perform all the Contract Work in strict compliance with the Contract Documents, and shall not make any changes to the Work without prior written authorization from the OWNER, in the form of a written Change Order. If such changes increase or decrease either the cost or the time necessary for the performance of the Work, then the parties will mutually agree upon an equitable adjustment to the price or time to perform the Work pursuant to the terms of the Contract.

### 2.2.3 EXTRA WORK/CHANGE ORDERS

When any work is necessary to the proper completion of the Project and for which no prices are provided for in the Bid or Proposal and Contract, the CONTRACTOR shall do such work, but only when and as ordered in writing by the OWNER. The OWNER may order changes in the Work without invalidating Contract. Payment for Extra Work shall be made as provided herein. Contractor agrees that overhead and profit for Extra Work shall not exceed 10% of the total cost of the Extra Work. The Contractor shall not be entitled to any additional funds for any work or extra work performed on the Project, unless a Change Order is issued and signed by the Owner. The CONTRACTOR shall perform the work as altered, whether increased or decreased, and no allowances shall be made for anticipated profits. Nothing in this section shall give rise to any claims for any delay or acceleration damages, and the CONTRACTORS sole remedy for any delays in the Project shall remain an equitable extension of time as provided for in the Contract Documents. CONTRACTOR acknowledges and agrees to waive all rights or claims for compensation for any additional or other work not specifically authorized by the OWNER.

## 2.3 DISPUTED WORK AND CLAIMS FOR ADDITIONAL COMPENSATION

If the CONTRACTOR is of the opinion that (a) the work necessary or required to accomplish the result intended by this Contract, or (b) any work ordered to be done as Contract Work by the OWNER is extra work or additional work and not Contract Work, or  
(c) any determination or order of the OWNER violates the terms and provisions of this Contract, the CONTRACTOR shall promptly, either before proceeding with such work or complying with such order or determination, notify the OWNER in writing of his contentions with respect thereto and request a final determination thereof.

Such determination of the OWNER shall be given in writing to the CONTRACTOR. If the OWNER determines that the work in question is Extra Work and not Contract Work, or that the order complained of requires performance by the CONTRACTOR beyond that required by the Contract or violates the terms and provisions of the Contract, thereupon the OWNER shall cause either (a) the issuance of a written Change Order covering the Extra Work as provided herein, or (b) the determination or order complained of to be rescinded or so modified so as to not require performance beyond that required by the terms and provisions of the Contract.

If the OWNER determines that the work in question is Contract Work and not Extra Work, or that the determination or order complained of does not require performance by the CONTRACTOR beyond that required by the Contract or violate the terms and provisions of the Contract, he shall direct the CONTRACTOR to proceed, and the CONTRACTOR must promptly comply. In order to reserve his right to claim compensation for such work resulting from such compliance, however, the CONTRACTOR must, within 20 calendar days after receiving the OWNER'S determination and direction, notify the OWNER in writing that the work is being performed, or that the determination and direction is being complied with, under protest.

If the CONTRACTOR fails to so appeal to the OWNER for a determination or, having so appealed, should the CONTRACTOR thus fail to notify the OWNER in writing of his protest, the CONTRACTOR shall be deemed to have waived any claim for extra compensation or damages therefore. No oral appeals or oral protests, no matter to whom made, shall be deemed even substantial compliance with the provisions of this item.

In addition to the foregoing requirements, the CONTRACTOR shall, upon notice from the OWNER, for a minimum period of three (3) years following final payment or termination of contract, produce for examination and audit at the CONTRACTOR'S office, by the representatives of the OWNER, all his books and records showing all of his acts and transactions in connection with contractual performance as well as relating to or arising by reason of the matter in dispute. At such examination a duly authorized representative of the CONTRACTOR may be present.

Unless the aforesaid requirements and conditions are complied with by the CONTRACTOR, the OWNER shall be released from all claims arising under, relating to or by reason of disputed work or extra work. It is further stipulated and agreed that no conduct on the part of the OWNER or any agent or employee of the OWNER shall ever be construed as a waiver of the requirements of this section, when such requirements constitute an absolute condition precedent to any approval of any claim for extra compensation, notwithstanding any other provisions of the Contract Documents; and in any action against the OWNER to recover any sum in excess of the contract amount, the CONTRACTOR must allege and prove strict compliance with the provisions of this section. The CONTRACTOR ASSUMES THE RISK OF NONPAYMENT, for failing to comply with any of the requirements of this section.

### **III. CONTRACTORS RESPONSIBILITIES**

#### **3.1 CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND ASSURANCES.**

In consideration of, and to induce the award of this contract to him, the CONTRACTOR represents and warrants: (a) That he is financially solvent, and sufficiently experienced and competent to perform the work; (b) That the facts stated in the proposal and the information given by him pursuant to the bidding documents are true and correct in all respects; (c) That he has read, understood and complied with all the requirements set forth in the bidding documents;

(d) That he is familiar with and understands all laws and regulations applicable to the work; and  
(e) unless otherwise specifically provided for in the Contract Documents, the CONTRACTOR shall do all the Work and shall furnish all the tools, equipment, machinery, materials, labor and appliances, except as herein otherwise specified, necessary or proper for performing and completing the work required by this Contract, in the manner and within the time herein prescribed.

By executing the contract, the CONTRACTOR represents that he has visited the site of Work, has fully familiarized himself with the local and on-site conditions under which the work is to be performed and has correlated his observation with the requirements of the Contract Documents. In addition, the CONTRACTOR represents that he has satisfied himself as to subsurface conditions at the site of the Work. Information, data and representations contained in the Contract Documents pertaining to the conditions at the site, including subsurface conditions, are for information only and are not warranted or represented in any manner to accurately show the conditions at the site of the Work. The CONTRACTOR agrees that he shall make no claims for damages, additional compensation or extension of time against the OWNER because of encountering actual conditions in the course of the Work which vary or differ from conditions or information contained in the Contract Documents. All risks of differing subsurface conditions shall be borne solely by the CONTRACTOR.

The CONTRACTOR shall carefully study and compare the Contract Documents and shall at once report to the OWNER any error, inconsistency or omission he may discover. The CONTRACTOR shall perform no portion of the Work at any time without Contract Documents or, where required, approved shop drawings, product data or samples for such portion of the work.

### 3.1.1 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop drawings are drawings, diagrams, schedules and other data specially prepared for the work by the CONTRACTOR or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CONTRACTOR to illustrate a material, product or system for some portion of the work.
- C. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work shall be judged.
- D. The CONTRACTOR shall provide, review, approve and submit to the Engineer with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the OWNER or any separate contractor, all shop drawings, product data and samples required by the Contract Documents. The Work will be performed in accordance with

submittals approved by the Engineer. The CONTRACTOR shall not be relieved responsibility for deviations from the requirements of the Contract Documents by errors or omissions by the OWNER or Engineer in approving Shop Drawings, Product Data, samples or any other submittals.

- E. By approving and submitting shop drawings, product data and samples, the CONTRACTOR represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or shall do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- F. As the Engineer's review is only for general conformance with the requirements of the Contract Documents, the CONTRACTOR shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Engineer's approval of shop drawings, product data or samples unless the CONTRACTOR has specifically informed the Engineer in writing of such deviation at the time of submission and the Engineer have given written approval to the specific deviation. The CONTRACTOR shall not be relieved from responsibility for errors or omissions in the shop drawings, product data or samples by the Engineer's approval thereof. The CONTRACTOR shall direct specific attention, in writing or on resubmitted shop drawings, product data or samples, to revisions other than those requested by the Engineer on previous submittals.
- G. the CONTRACTOR shall be responsible for delays caused by rejection of the submittal of inadequate or incorrect shop drawings, product data or samples. The CONTRACTOR shall be responsible for seeing that any "approved" copies of shop drawings bearing the approval of the Engineer are allowed on the job site. The CONTRACTOR shall be responsible for providing all copies of approved shop drawings necessary for the construction operations.
- H. the CONTRACTOR shall keep adequate records of submittal and approvals so that an accurate up-to-date record file is maintained at the job site at all times.
- I. No portion of the work requiring submission of a shop drawing, product data or sample shall be commenced until the submittal has been approved by the Engineer. All such portions of the work shall be in accordance with approved submittals.

### 3.1.2 SURETY BONDS

With the execution and delivery of the contract, the CONTRACTOR shall furnish

and file with the OWNER in the amounts herein required, the surety bonds specified hereunder. Without exception, the OWNER'S bond forms, attached hereto as Section 00610 must be used, and exclusive venue for any lawsuit in connection with such bonds shall be specified as the county in which the OWNER'S principal office is located. Such surety bonds shall be in accordance with Texas Law, including but not limited to, the provisions of Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code. These bonds shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the surety, but in no event shall a change which reduces the contract amount reduce the penal amount of such bonds.

- A. Performance Bond. A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the Contract Price guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the plans, specifications and Contract Documents, including any extensions thereof, for the protection of the OWNER. This bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one year from the date of completion and acceptance of the improvement by the OWNER or such lesser or greater period as may be designated in the Contract Documents.
- B. Payment Bond. A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the Contract Price guaranteeing the full and proper protection of all payment bond beneficiaries and claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant.
- C. Maintenance Bond. A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the Contract Price guaranteeing the project against defects of material and workmanship for a period of two (2) calendar years following the Owner's approval and acceptance of the construction.
- D. Sureties. No sureties shall be accepted by the OWNER who are now in default or delinquent on any bonds or who are interested in any litigation against the OWNER. All bonds shall be made on forms furnished by the OWNER and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the OWNER. The sureties shall be listed in the most current Federal Register Treasury List. Each bond shall be executed by the CONTRACTOR and surety. Each surety shall designate an agent resident in the OWNER'S jurisdictional area acceptable to the OWNER to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship. The OWNER reserves the right to

reject any and all sureties.

- E. Additional or Substitute Bonds. If at any time the OWNER is or becomes dissatisfied with any surety, then upon the performance or payment bond, the CONTRACTOR shall, within five days after notice from the OWNER to do so, substitute an acceptable bond (or bonds), or provide an additional bond, in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such bonds shall be paid by the CONTRACTOR without recourse to the OWNER. No further payments under the contract shall be deemed due or payable until the substitute or additional bonds shall have been furnished and accepted by the OWNER.

### 3.1.3 PERMITS AND FEES

The CONTRACTOR shall secure and pay for all building permits and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are normally and legally required for the construction of similar projects in the State of Texas. Permit fees required by the City of Corinth are waived. The CONTRACTOR will give all notices required by laws, ordinances, rules, regulations and lawful orders of authorized public authorities required for the proper and legal performance of the Work.

### 3.1.4 CONTRACT DOCUMENTS AT SITE

The CONTRACTOR shall keep and maintain at the Project site one record copy of the Contract Documents, including but not limited to, the Drawings, Specifications, addenda, Change Orders, submittals, Product Data, Samples and other modifications, in good order and marked to show the current construction of the Project. These documents shall be available to the OWNER or Engineer to review at any time and shall be submitted to the OWNER upon completion of the Project, along with a complete set of as built drawings.

## 3.2 CONTRACTOR'S RESPONSIBILITIES

### 3.2.1 PERFORMANCE OF THE WORK

In addition to those matters elsewhere expressly made the responsibility of the CONTRACTOR, the CONTRACTOR shall have the full and direct responsibility for the performance and completion of the Work under this Contract and for any act or neglect of the CONTRACTOR, his agents, employees or subcontractors. He shall bear all losses, if any, resulting on account of the amount and character of the Work, or because the conditions under which the work must be done are different from what were estimated or anticipated by him, or because of weather, floods, elements or other causes.

### 3.2.2 MEANS AND METHODS OF CONSTRUCTION

Unless otherwise expressly provided in the contract drawings, specifications or bulletins, the means and methods of construction shall be such as the CONTRACTOR may choose; subject, however, to the OWNER'S right to prohibit means and methods proposed by the CONTRACTOR which in the OWNER'S judgment:

- A. shall constitute a hazard to the Work, or to persons or property, or shall violate express requirements of applicable laws or ordinances; or
- B. shall cause unnecessary or unreasonable inconvenience to the public; or
- C. shall not produce finished work in accordance with the requirements of the Contract Documents; or
- D. shall not assure the Work to be completed within the time allowed by the contract.

The OWNER'S approval of the CONTRACTOR'S means or methods of construction, or the OWNER'S failure to exercise his right to prohibit such means or methods, shall not relieve the CONTRACTOR of his responsibility for the Work or of his obligation to accomplish the result intended by the Contract Documents; nor shall the exercise or non-exercise of such rights to prohibit create a cause of action for damages or provide a basis for any claim by the CONTRACTOR against the OWNER. The CONTRACTOR shall be solely responsible for, the construction means and methods, techniques, sequences, procedures, and for the safety precautions and programs in connection with the Work or the Project.

If the Contract Documents specify any means, methods, techniques, sequences or procedures, the CONTRACTOR shall evaluate said specifications and determine that they are safe for the proper prosecution of the Work. The CONTRACTOR shall be solely responsible for the job site safety of such means, methods, techniques, sequences or procedures. If the CONTRACTOR determines the specified means, methods, techniques, sequences or procedures may not be safe, the CONTRACTOR shall immediately notify the OWNER and Engineer and shall not proceed without further instructions.

### 3.2.3 CONSTRUCTION SCHEDULE

The CONTRACTOR, immediately after being awarded the contract, shall prepare and submit for the OWNER or Engineer's information an estimated progress schedule for the work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and reasonable execution of the work, not to exceed the time limits for completion provided in the Contract Documents. The progress schedule shall be updated as the Work proceeds or the schedule changes and immediately upon request by the OWNER. The CONTRACTOR shall also prepare a schedule of



submittals that allows for a reasonable time for the OWNER or Engineer to review the submittals so as not to delay the Project.

#### 3.2.4 TIME OF PERFORMANCE OF THE WORK

The CONTRACTOR shall begin the work to be performed under this Contract not later than fifteen (15) days from the date specified in the purchase or work order and shall conduct the work in such a manner and with sufficient equipment, material and labor as is necessary to insure its completion within the working time. It is the intent of this specification to provide a continuous construction operation without delay except as occasioned by unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, and it shall be the CONTRACTOR's responsibility to execute the work in the most expeditious manner.

Work shall be done only during the regular and commonly accepted and prescribed working hours. No work shall be done on nights, Sundays or regular holidays unless permission is given by the OWNER.

Time is of the Essence for the performance of the Work by the CONTRACTOR. CONTRACTOR agrees that the time allotted for the performance of the Work is reasonable.

#### 3.2.5 PERFORMANCE OF EXTRA OR DISPUTED WORK

While the CONTRACTOR or his subcontractor is performing Extra Work in accordance with the OWNER'S written order, the cost of which is to be determined on a time and material basis, or is performing disputed work or complying with a determination or order under protest, the CONTRACTOR shall, on the Monday following the performance of the work, furnish the OWNER'S representative at the site with three copies of verified statements showing:

- A. the name and number of each workman employed on such extra work or engaged in complying with such determination or order, the character of extra work each is doing and the wages paid to him, including the rate and amount of payroll taxes, contributions for insurance, and federal social security; and
- B. the nature, cost and quantity of any materials, plant equipment or construction equipment furnished or used in connection with the performance of such extra work or in complying with such determination or order, and from who purchased or rented.

The CONTRACTOR and his subcontractors, when required by the OWNER, must also produce for inspection and audit by designated OWNER representatives for a minimum period of three (3) years following final payment or termination of contract any and all of his books, vouchers, records, daily job diaries and reports,

canceled checks, etc. showing the nature and quantity of labor, materials and equipment actually used in the performance of the extra work; the amounts expended therefore; and the costs incurred for insurance premiums and other items of expense directly chargeable to such extra work. The CONTRACTOR must permit the OWNER'S representatives to make extracts therefrom or copies thereof as may be desired.

Failure of the CONTRACTOR to comply strictly with the requirements of this section shall constitute a waiver of any claim for extra compensation on account of the performance of such extra work.

### 3.3 QUALITY OF WORK

#### 3.3.1 INSPECTION AND TESTS

The CONTRACTOR shall furnish the OWNER with every reasonable accommodation and opportunity to ascertain whether or not the work performed is in accordance with the requirements and intent of the plans and specifications. Any work done or materials used without suitable inspection by the OWNER may be ordered removed and replaced at the CONTRACTOR'S expense. The CONTRACTOR shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the OWNER in his administration of the contract, or by inspections, tests or approvals required or performed by persons other than the CONTRACTOR.

Unless otherwise provided, the CONTRACTOR shall make arrangements for all tests, inspections and approvals with an independent testing laboratory or entity required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction over the Work or items to be tested, inspected or approved. If additional testing or inspection is required they shall be performed at the CONTRACTOR'S expense.

#### 3.3.2 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the CONTRACTOR'S expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done beyond the lines or not in conformity with the grades shown on the plans or as given, save as herein provided, work done without written authority and prior agreement in writing as to process, shall be done at the CONTRACTOR'S risk and shall be considered unauthorized and at the option of the OWNER may be ordered removed at the CONTRACTOR'S expense.

Upon failure of the CONTRACTOR to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned work or materials

immediately after receiving notice from the OWNER, the OWNER shall, after giving written notice to the CONTRACTOR, have the authority to cause defective work to be remedied or removed and replaced, or to cause unauthorized work to be removed and to deduct the cost thereof from any monies due or to become due the CONTRACTOR. Alternatively, the OWNER may, at its option, declare the CONTRACTOR in default.

### 3.3.3 WORKING AREA; COORDINATION WITH OTHER CONTRACTORS; FINAL CLEANUP

The CONTRACTOR shall confine his equipment, storage of materials and construction operations to the area shown on the contract drawings or stated in the specifications, prescribed by ordinance, laws, or permits or as may be directed by the OWNER, and shall not unreasonably encumber the site or public right-of-way with his construction equipment, plant or materials.

Such area shall not be deemed for the exclusive use of the CONTRACTOR. Other contractors of the OWNER may enter upon and use such portions of the area and for such items as determined by the OWNER are necessary for all purposes required by their contracts. The CONTRACTOR shall give to such other contractors all reasonable facilities and assistance to the end that the work on this and other contracts shall not be unduly or unreasonably delayed. Any additional areas desired by the CONTRACTOR for his use shall be provided by him at his own cost and expense.

The CONTRACTOR is responsible for cutting, fitting or patching any parts of the Work where such work is necessary to make the Work complete, for parts to fit together, or for any damage to the Work prior to Final Acceptance.

The CONTRACTOR shall keep the Project and the surrounding area clean and free from the accumulation of waste materials or trash. Upon completion of the work and before final acceptance and final payment shall be made, the CONTRACTOR shall completely clean and remove from the site of the work surplus and discarded materials, temporary structures and debris of every kind. He shall leave the site of the work in a neat and orderly condition equal to that which originally existed, or as called for in the Contract Documents. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the OWNER, and at the CONTRACTOR'S sole cost.

## 3.4 LEGAL RESPONSIBILITIES

### 3.4.1 PATENTS AND COPYRIGHTS

The CONTRACTOR shall pay all royalties and license fees and shall provide, by suitable legal agreement with the patentee or owner, for the use of any design, device, material or process covered by letters, patent or any copyright. The

CONTRACTOR shall indemnify, defend, hold and save the OWNER and its officers, employees and agents harmless from all liability and claims for infringement of any patent or copyright.

In the event that any claims, suit or action at law or in equity of any kind whatsoever is brought against the OWNER, or its officers, employees or agents involving any such patents, copyrights or license rights, then the OWNER shall have the right to and may retain from any money due or to become due to the CONTRACTOR such sum deemed necessary by the OWNER for its protection until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished the OWNER.

#### 3.4.2 INDEMNIFICATION

The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

### 3.5 SUPERVISION AND CONSTRUCTION PROCEDURES

#### 3.5.1 SUPERVISION BY CONTRACTOR

The status of the CONTRACTOR is that of an independent CONTRACTOR under Texas law and the work under this Contract shall be under the direct charge and superintendence of the CONTRACTOR. Except where the CONTRACTOR is an individual and gives his personal superintendence to the work, the

CONTRACTOR shall provide a competent superintendent or general foreman on the work site at all times during progress with full authority to act for the CONTRACTOR. The CONTRACTOR shall also provide an adequate staff for the coordination and expediting of the Work.

The superintendent and staff shall be satisfactory to the OWNER. The superintendent or general foreman shall not be changed during this Contract except with the written consent of the OWNER or unless the superintendent or general foreman proves unsatisfactory to the CONTRACTOR and ceases to be in his employ.

If the superintendent should be or become unsatisfactory to the OWNER, he shall be replaced by the CONTRACTOR upon written direction of the OWNER, and in such event, the CONTRACTOR shall not be entitled to file a claim for any additional working time or money from the OWNER.

### 3.5.2 EMPLOYEES

The CONTRACTOR shall employ only competent, efficient workmen and shall not use on the work any unfit person or one not skilled in the work assigned to him and shall at all times maintain good order among its employees. Whenever the OWNER shall inform the CONTRACTOR in writing that, in his opinion, any employee is unfit, unskilled, disobedient, or is disrupting the orderly progress of the work, such employee shall be removed from the work and shall not again be employed on it. Under urgent circumstances, the OWNER may orally require immediate removal of an employee for cause, to be followed by written confirmation.

The CONTRACTOR shall supervise and direct all the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, procedures and safety procedures and for coordinating all portions of the Work under the Contract. The CONTRACTOR shall be responsible to the OWNER for the acts and omissions of his employees, subcontractors and their agents, employees and subcontractors performing any of the work under a contract with the CONTRACTOR.

### 3.5.3 LABOR AND MATERIALS

Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated into the work. The CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ on the work site any unfit person or anyone not skilled in the task assigned to him.

The rate of progress shall be such that the whole work shall be performed and the premises cleaned up in accordance with the Contract within the working time established in the Contract, unless an extension of time is made in the manner hereinafter specified.

#### 3.5.4 WAGE SCALE

In accordance with The Texas Government Code, Title 10, Chapter 2258, Prevailing Wage Rates, the general prevailing wage rate has been determined for this locality for the craft or type of workman needed to execute work of a similar character of the project listed herein. The Contractor shall pay the prevailing wage rate in this locality to all his/her employees and subcontractors performing work on this project, and in no event shall the Contractor pay less than the rate shown in the following schedule.

General Decision Number: TX170289 09/08/2017 TX289 Superseded General Decision

Number: TX20160289 State: Texas

Construction Type: Building County: Denton County in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number Publication Date

0	01/06/2017
1	01/27/2017
2	04/07/2017
3	04/14/2017
4	08/25/2017
5	09/08/2017

ASBE0021-011 06/01/2016 Rates Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR  
(Duct, Pipe and Mechanical System Insulation).... \$ 24.32 7.52

BOIL0074-003 01/01/2017 Rates Fringes

BOILERMAKER..... \$ 28.00 22.35

CARP1421-002 04/01/2016 Rates Fringes

MILLWRIGHT..... \$ 26.60 8.65

ELEV0021-006 01/01/2017 Rates Fringes

ELEVATOR MECHANIC..... \$ 38.77 31.585+a+b

FOOTNOTES:

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

B. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

-----	Rates	Fringes
ENGI0178-005 06/01/2014		
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 29.00	10.60
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 27.50	10.60
* IRON0263-005 06/01/2017	Rates	Fringes

IRONWORKER (ORNAMENTAL AND STRUCTURAL).....\$ 23.25 7.32

PLUM0100-005 05/01/2017 Rates Fringes

HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 30.19	11.31
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 30.19	11.31

SUTX2014-015 07/21/2014 Rates	Fringes
BRICKLAYER..... \$ 21.06	0.00
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation..... \$ 15.78	0.00
CAULKER..... \$ 15.16	0.00
CEMENT MASON/CONCRETE FINISHER... \$ 13.04	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....\$ 13.00	0.00
ELECTRICIAN (Alarm Installation Only)..... \$ 20.93	3.86
ELECTRICIAN (Communication Technician Only)..... \$ 15.35	1.39
ELECTRICIAN (Low Voltage Wiring Only)..... \$ 17.04	1.39
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems..... \$ 20.01	2.69
FORM WORKER..... \$ 11.89	0.00
GLAZIER..... \$ 16.46	3.94
HIGHWAY/PARKING LOT STRIPING Operator (Striping Machine)..... \$ 10.04	2.31
INSTALLER - SIDING (METAL/ALUMINUM/VINYL)..... \$ 14.74	0.00
INSTALLER - SIGN..... \$ 15.50	0.00
INSULATOR - BATT..... \$ 13.00	0.00
IRONWORKER, REINFORCING..... \$ 12.29	0.00
LABORER: Common or General..... \$ 10.52	0.00
LABORER: Mason Tender - Brick... \$ 10.54	0.00
LABORER: Mason Tender Cement/Concrete..... \$ 10.93	0.00
LABORER: Pipelayer..... \$ 13.00	0.35



LABORER: Plaster Tender.....	\$ 12.22	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 10.55	0.00
LATHER.....	\$ 16.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 12.83	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 15.69	0.50
OPERATOR: Forklift.....	\$ 13.21	0.81
OPERATOR: Grader/Blade.....	\$ 13.03	0.00
OPERATOR: Loader.....	\$ 13.46	0.85
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.44	0.00
OPERATOR: Roller.....	\$ 15.04	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.35	5.10
PAINTER: Drywall Finishing/Taping Only.....	\$ 14.24	3.83
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 20.45	4.00
PLASTERER.....	\$ 16.58	0.00
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 22.46	4.06
ROOFER.....	\$ 17.19	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 21.13	4.79
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 24.88	5.97

SPRINKLER FITTER (Fire Sprinklers).....	\$ 37.50	0.00
TILE FINISHER.....	\$ 11.22	0.00
TILE SETTER.....	\$ 14.25	0.00
TRUCK DRIVER: 1/Single Axle Truck.....	\$ 16.00	0.81
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

-----

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

---

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

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

average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example:

SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----  
WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

---

= END OF GENERAL DECISION

Except for work on legal holidays, the “General Prevailing Rate of Per Diem Wage” for the various crafts or type of workers or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the above respective rate per hour.

For legal holidays, the “General Prevailing Rate of Per Diem Wage” for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on the legal holiday.

For overtime work, the “General Prevailing Rate of Per Diem Wage” for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on overtime.

Under the provisions of Texas Government Code, Title 10, Chapter 2258, Prevailing Wage Rates, the contractor or subcontractor of the contractor shall forfeit as a penalty to the entity on whose behalf the contract is made or awarded, sixty dollars (\$60.00) for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the contract.

If the construction project involves the expenditure of Federal funds in excess of \$2,000, the minimum wages to be paid various classes of laborers and mechanics will be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on the project of a character similar to the Contract Work.

3.5.5 Contractors doing business with OWNER agree to comply with Federal Executive Order 13465 E-Verify. It is OWNER’S intention and duty to comply and support the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. According to the INA, contractors/employers may hire only persons who may legally work in the United States. Subsequently, contractors and subcontractors doing business with OWNER must confirm their enrollment in the E-Verify system which verifies employment eligibility through completion and checking of I-9 forms. OWNER reserves the right to audit contractor’s process to verify enrollment compliance.

### 3.5.6 COMPLIANCE WITH LAWS

The CONTRACTOR shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Contract and the Work to be done thereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

All work required under this Contract is intended to comply with all requirements of law, regulation, permit or license. If the CONTRACTOR finds that there is a variance, he shall immediately report this to the OWNER for resolution.

#### 3.5.6.1 EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

#### 3.5.7 RAILWAY CROSSINGS

Where the Work encroaches upon any right-of-way of any railway, the OWNER shall secure the necessary easement for the work. Where railway tracks are to be crossed, the CONTRACTOR shall observe all the regulations and instructions of the railway company as to methods of doing the work or precautions for safety of property and the public. All negotiations with the railway company, except for right-of-way, shall be made by the CONTRACTOR. The railway company shall be notified by the CONTRACTOR not less than five days prior to commencing the work. The CONTRACTOR shall not be paid separate compensation for such railway crossing but shall receive only the compensation as set out in the proposal.

#### 3.5.8 OTHER CONTRACTORS; OBLIGATION TO COOPERATE

The OWNER reserves the right to perform construction on the Project with its own forces or may award other contracts for additional work on this Project, and the CONTRACTOR shall fully cooperate with such other contractors and shall coordinate and fit his work to be done hereunder to such additional work as may be contracted by the OWNER. The CONTRACTOR shall not commit or permit any act which shall interfere with the performance of work by any other contractor.

Upon receiving written notice from the CONTRACTOR that the OWNER or another contractor is failing to coordinate his work with the Work under this Contract as directed by the OWNER, the OWNER shall promptly investigate the charge and take such necessary action as the situation may require. However, the OWNER shall not be liable to the CONTRACTOR for damages suffered by the CONTRACTOR due to the fault or negligence of another contractor or through failure of another contractor to carry out the directions of the OWNER. Should any interference occur between contractors, the Engineer may furnish the CONTRACTOR with written instructions designating priority of effort, whereupon the CONTRACTOR shall immediately comply with such direction. In such event, the CONTRACTOR shall be entitled to an extension of working time

only for unavoidable delays verified by the Engineer; however, no increase in the Contract Price shall be due the CONTRACTOR.

### 3.5.9 SUBCONTRACTS

The CONTRACTOR shall not make any subcontract for performing any portion of the Work included in the contract without written notice to the OWNER. This contract having been made pursuant to the bid submitted by the CONTRACTOR and in reliance with the CONTRACTOR'S personal qualifications and responsibility, the OWNER reserves the right to withhold approval of any subcontractor which the OWNER may deem would not be in the OWNER'S best interest.

The CONTRACTOR shall, as soon as practicable after signing the Contract, submit a separate written notice to the OWNER identifying each proposed subcontractor. Upon request of the OWNER, the CONTRACTOR shall promptly furnish additional information tending to establish that any proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract.

If the OWNER determines that any proposed subcontractor is unacceptable, he shall so notify the CONTRACTOR, who may thereupon submit another proposed subcontractor unless the CONTRACTOR decides to do the work himself. Disapproval by the OWNER of any proposed subcontractor shall not provide a basis for any claim by the CONTRACTOR.

If an approved subcontractor fails to properly perform the work undertaken, he shall be removed from the job upon request of the OWNER, following notification to the CONTRACTOR in writing of the request for removal and the reasons therefore.

Each subcontract entered into shall provide that the provisions of this Contract shall apply to such subcontractor and his officers and employees in all respects as if he and they were employees of the CONTRACTOR. The OWNER'S decision not to disapprove of any subcontract shall not relieve the CONTRACTOR of any of his responsibilities, duties and liabilities hereunder. The CONTRACTOR shall be solely responsible for the acts, omissions, negligence or defaults of his subcontractors and of such subcontractor's officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the CONTRACTOR to the extent of his subcontract.

The CONTRACTOR agrees to bind each subcontractor and each subcontractor agrees to be bound by the terms of the Contract Documents insofar as applicable to his work. The CONTRACTOR and each subcontractor jointly and severally agree that nothing in the Contract Documents or otherwise shall create or be deemed to create any rights in favor of a subcontractor against the OWNER; nor

shall be deemed or construed to impose upon the OWNER any obligation, liability or duty to a subcontractor; or to create any contractual relation whatsoever between a subcontractor and the OWNER.

The provisions contained herein shall likewise apply to any sub-subcontracts.

### 3.6 PROTECTION OF WORK AND OF PERSONS AND PROPERTY

#### 3.6.1 PROTECTION OF WORK

During performance and up to date of final acceptance, the CONTRACTOR shall be under the absolute obligation to protect the finished work against any damage, loss or injury. In the event of such damage, loss or injury, the CONTRACTOR shall promptly replace or repair such work, whichever the OWNER shall determine to be preferable. The obligation to deliver finished work in strict accordance with the Contract prior to final acceptance shall be absolute and shall not be affected by the OWNER'S approval of or failure to prohibit means and methods of construction used by the CONTRACTOR. All risk of loss or damage to the work shall be borne solely by the CONTRACTOR until final completion and acceptance of all work by the OWNER, as evidenced by the OWNER'S issuance of a certificate of acceptance.

#### 3.6.2 PROTECTION OF PERSONS AND PROPERTY

The CONTRACTOR shall have the responsibility to provide and maintain all warning devices and take all precautionary measures required by law or otherwise to protect persons and property while said persons or property are approaching, leaving or within the work site or any area adjacent to said work site. No separate compensation shall be paid to the CONTRACTOR for the installation or maintenance of any warning devices, barricades, lights, signs or any other precautionary measures required by law or otherwise for the protection of persons or property.

The CONTRACTOR shall assume all duties owed by the OWNER to the general public in connection with the general public's immediate approach to and travel through the work site and the area adjacent to said work site.

Where the work is carried on in or adjacent to any street, alley, sidewalk, public right-of-way or public place, the CONTRACTOR shall at his own cost and expense provide such flagmen and watchmen and furnish, erect and maintain such warning devices, barricades, lights, signs and other precautionary measures for the protection of persons or property as may be prudent or necessary, or as are required by law. The CONTRACTOR'S responsibility for providing and maintaining flagmen, watchmen, warning devices, barricades, signs and lights and other precautionary measures shall not cease until the project shall have been completed and accepted by the OWNER, and shall cease when the certificate of



acceptance is issued by the OWNER pursuant to the Contract Documents.

If the OWNER discovers that the CONTRACTOR has failed to comply with the applicable federal and state law (by failing to furnish the necessary flagmen, warning devices, barricades, lights, signs or other precautionary measures for the protection of persons or property), the OWNER may order the CONTRACTOR to take such additional precautionary measures as required by law to be taken to protect persons and property.

In addition, the CONTRACTOR shall be held responsible for all damages to the work and other public or private property due to the failure of warning devices, barricades, signs, lights or other precautionary measures in protecting said property; and whenever evidence is found of such damage, the OWNER may order the damaged portion immediately removed and replaced by and at the cost and expense of the CONTRACTOR.

### 3.6.3 STORM WATER PROTECTION

The Contractor shall perform, track, participate, implement, and comply with storm water pollution prevention minimum control measures, protocols, and best management practices (BMP) and ensure that water quality standards are not violated in accordance with all regulations and policies as they apply to the Texas Pollutant Discharge Elimination System general permits. Applicable permits include: 1) Texas Construction General Permit (TXR150000).

Contractors will obtain permit coverage for construction activities disturbing over one acre of land (total acreage is cumulative across all portions of the project). BMPs include, but are not limited to:

- Preparing and implementing a site-specific Storm Water Pollution Prevention Plan (SWPPP) as outlined in the permit and prior to any soil disturbance.
- Installing and managing erosion and sediment control.
- Make available, upon request, permit associated documentation.
- Practicing spill prevention and good housekeeping.
- Meeting the requirements of the MS4 permit.

### 3.6.4 SAFETY; TRENCH SAFETY; UNDERGROUND UTILITY SAFETY; PUBLIC CONVENIENCE AND SAFETY;

The CONTRACTOR shall be responsible for complying with state laws and federal regulations relating to safety, trench safety, and underground utility safety, including those which may be enacted during the performance under this Contract. The CONTRACTOR shall comply with the provisions of the The Standard Specifications and Standard Drawings from the Public Works Construction Standards-North Central Texas Council of Governments, 2004 edition and all subsequent addendums and the Instructions to Bidders regarding trench safety, public convenience and safety, and sanitary provisions. The CONTRACTOR shall be solely responsible for, the construction means and

methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work and the Project.

### 3.7 MATERIALS AND WORKMANSHIP; WARRANTIES AND GUARANTEES

Unless otherwise expressly provided in the contract drawings or specifications, the work shall be performed in accordance with the best modern practice with materials and workmanship of the highest quality and suitable for their purpose. The OWNER shall judge and determine the CONTRACTOR'S compliance with these requirements.

#### 3.7.1 MATERIALS AND EQUIPMENT

The CONTRACTOR shall be free to secure the approved materials, equipment and articles from sources of his own selection. However, if the OWNER finds that the work shall be delayed or adversely affected in any way because a selected source of supply cannot furnish a uniform product in sufficient quantity and at the time required and a suitable source does exist, or the product is not suitable for the Work, the OWNER shall have the right to require the original source of supply changed by the CONTRACTOR. The CONTRACTOR shall have no claim for extra cost or damage because of this requirement.

The CONTRACTOR warrants to the OWNER that all materials and equipment furnished under this contract shall be new unless otherwise specified in the Contract Documents and that same shall be of good quality and workmanship, free from faults and defects and in conformance with the Contract Documents. All materials and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and shall be promptly repaired or replaced by the CONTRACTOR at the CONTRACTOR'S sole cost upon demand of the OWNER. If required by the OWNER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

##### 3.7.1.1 "OR EQUAL" CLAUSE

- A. Whenever a material or article required is specified or shown on the plans, by using the name of a proprietary product or of a particular manufacturer or vendor, any material or article which the Engineer determines shall perform adequately the duties imposed by the general design or which the Engineer deems to be of similar appearance (in cases where appearance is of importance) shall be considered equal and satisfactory, provided the material or article so proposed is of equal substance and function. Authorization for any substitution of materials or articles must be obtained by the CONTRACTOR from the Engineer before proceeding with such substitution.
- B. Should an authorized substitution require redesign of a portion of the work or alterations to the plans or specifications in order for the

materials or articles which are to be substituted to properly fit or in other ways to be satisfactory, the Engineer shall accomplish such redesigns and alterations. The CONTRACTOR shall bear all reasonable costs associated with redesign and alteration efforts performed by the Engineer.

### 3.7.2 WORKMANSHIP

The CONTRACTOR shall promptly correct or replace all work rejected by the OWNER as defective or as failing to conform to the Contract Documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The CONTRACTOR shall bear all costs of correcting such rejected work, including costs incurred for additional services made necessary thereby.

## 3.8 WARRANTIES

### 3.8.1 SPECIAL WARRANTY

If within one year after final acceptance of the work by the OWNER, as evidenced by the final certificate of acceptance or within such longer or shorter period of time as may be prescribed by law or by the terms of any other applicable special warranty on designated equipment or portions of work as required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the CONTRACTOR shall correct it promptly after receipt of a written notice from the OWNER to do so. This obligation shall survive termination or completion of the Contract. The OWNER shall give such notice promptly after discovery of the condition.

The CONTRACTOR shall remove from the site all portions of the work which are defective or nonconforming and which have not been corrected unless removal is waived in writing by the OWNER.

### 3.8.2 SUBCONTRACTORS' AND MANUFACTURERS' WARRANTIES

All subcontractors', manufacturers' and suppliers' warranties and guarantees, express or implied, respecting any part of the work and any materials used therein, shall be obtained and enforced by the CONTRACTOR for the benefit of the OWNER without the necessity of separate transfer or assignment thereof.

### 3.8.3 CORRECTED WORK WARRANTY

Any work repaired or replaced, pursuant to this section, shall be subject to the provisions of this section to the same extent as work originally performed.

### 3.8.4 RIGHTS AND REMEDIES

The rights and remedies of the OWNER provided in this section are in addition to, and do not limit, any rights or remedies afforded to the OWNER by law or any other provision of the Contract Documents, or in any way limit the OWNER'S

right to recovery of damage due to default under the Contract. No action or inaction by the OWNER shall constitute a waiver of a right or duty afforded it under the Contract.

#### IV. INSURANCE

##### 4.1. Definition

Vendors/Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

##### 4.2. Minimum Scope of Insurance: Coverage shall be at least as broad as:

4.2.1 ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:

- A. Premises/Operations
- B. Broad Form Contractual Liability
- C. Products and Completed Operations
- D. Personal Injury
- E. Broad Form Property Damage

4.2.2 Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

4.2.3 Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.

4.2.4 Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

##### 4.3. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

##### 4.4. Other Insurance Provisions: The policies are to contain, or be endorsed to contain the following provisions.

4.4.1. General Liability and Automobile Liability Coverage:

- A. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as “Additional Insured’s” relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- B. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor’s insurance and shall not contribute with it.
- C. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.
- D. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured’s limit of liability.

4.4.2. Workers Compensation and Employer’s Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.

4.4.3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.

4.5. Acceptability of Insurers: The City prefers that insurance be placed with insurers with an A.M. Best’s rating of no less than A-VI, or better.

4.6. Verification of Coverage: Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

4.7. Insurance Waiver Request. Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 4.8.2 must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor

must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

#### 4.8. CONSTRUCTION SERVICES REQUIREMENTS

4.8.1. Definition: Construction Services are defined as services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.

4.8.2. Minimum Limits of Insurance:

A. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 4.2.1.

B. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee.

C. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.

D. Builder's Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. City shall be listed as Loss Payee.

E. Umbrella Liability - \$1,000,000: Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverage.

### V. OWNERS RIGHTS AND RESPONSIBILITIES MONTHLY ESTIMATE, PARTIAL PAYMENTS AND FINAL PAYMENTS

5.1 Progress and final payments shall be paid to the Contractor based upon the progress of the Project as indicated by the approved Applications for Payment, certificates of acceptance, or Certificates for Payment, that include an approved Schedule of Values that will be submitted by the CONTRACTOR to the OWNER prior to the commencement of the Work and in accordance with the following:

#### 5.2 MONTHLY ESTIMATES

The CONTRACTOR shall deliver to the OWNER an itemized Application for Payment that shall include the work completed, materials stored at the Project site but not

incorporated into the work, materials ready to be installed and stored at another agreed location, and the percentage of Work completed, through the 20<sup>th</sup> day of each month, on an Application for Payment with a schedule of values previously submitted by the Contractor and approved by the Owner. Prior to release of funds in connection with any Application for Payment, the Owner may request, and the Contractor must provide, properly executed statements of full or partial releases of claims acceptable to Owner in form and content, for all persons or entities supplying labor or materials to the Project.

5.2.1 The Application for Payment is a representation by the CONTRACTOR to the OWNER that the construction has progressed to the point indicated, the quality of the Work covered by the application is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount requested.

#### 5.2.2 INSPECTION AND PARTIAL PAYMENTS

Whenever the CONTRACTOR shall submit an Application for Payment to the OWNER for work performed by the CONTRACTOR, the CONTRACTOR shall notify the Engineer that the improvement is ready for inspection. The Engineer shall then make such inspection, and will have the authority to reject work that does not conform to the Contract Documents. If the work is satisfactory and in accordance with the specifications and Contract Documents, the Engineer shall issue a Certificate for Payment.

5.2.3 Within thirty (30) days of the Owner's receipt of a properly submitted and correct Application for Payment, and the issuance of a Certificate for Payment, the Owner shall make payment to the Contractor, in the amount approved by the Owner less 5% retainage. Such payment shall be adjusted for work that is incomplete or not in accordance with the Contract Documents or that is the subject of a separate contract, or subcontract or supplier claim or lien against the Contractor or the payment bonds for the project.

5.2.4 No partial or final payment or the entire use or occupancy of the Project by the OWNER shall be considered acceptance of work that does not strictly comply with the Contract Documents or release the CONTRACTOR of any of his responsibilities under the Contract.

#### 5.2.5 PAYMENT FOR LABOR AND MATERIAL; NO LIENS

The CONTRACTOR for himself or any of his subcontractors shall pay all indebtedness which may become due to any person, firm or corporation having furnished labor, material or both in the performance of this Contract. It shall be the responsibility of each person, firm or corporation claiming to have furnished labor, materials or both, in connection with this Contract, to protect his or its interest in the manner prescribed by applicable laws of the State of Texas, provided, however, that as this Contract provides for a public works project, no

lien of any kind shall ever exist or be placed against the Work or any portion thereof, or any public funds or retainage held by the OWNER; and any subcontractor shall look solely to the CONTRACTOR and the payment bond surety, and not the OWNER, for payment of any outstanding amounts due for labor, materials or any other indebtedness in connection with the Work. However, the OWNER may, at any time prior to making final payment, require the CONTRACTOR to furnish a Consent of Surety to any payment due the CONTRACTOR for completed work and may, at the discretion of the OWNER or the request of the Surety, make the check jointly payable to the CONTRACTOR and the Surety. The Owner shall have no obligation under this Agreement to pay or to be responsible in any way for payment to any, Engineer, another design professional, contractor, subcontractor or supplier performing portions of the Work, pursuant to a contract with the Contractor.

#### 5.2.6 PAYMENT WITHHELD

In addition to express provisions elsewhere contained in the contract, the OWNER may withhold from any payment otherwise due the CONTRACTOR such amount as determined necessary to protect the OWNER'S interest, or, if it so elects, may withhold or retain all or a portion of any progress payment or refund payment on account of:

- A. unsatisfactory progress of the Work not caused by conditions beyond the CONTRACTOR'S control,
- B. defective work not corrected,
- C. CONTRACTOR'S failure to carry out instructions or orders of the OWNER or his representative,
- D. a reasonable doubt that the Contract can be completed for the balance then unpaid,
- E. work or execution thereof not in accordance with the Contract Documents,
- F. claim filed by or against the CONTRACTOR or reasonable evidence indicating probable filing of claims,
- G. failure of the CONTRACTOR to make payments to subcontractor or for material or labor,
- H. damage to another contractor,
- I. unsafe working conditions allowed to persist by the CONTRACTOR,
- J. failure of the CONTRACTOR to provide work schedules as required by the OWNER,
- K. use of subcontractors without the OWNER'S approval or,
- L. failure of the CONTRACTOR to keep current as-built record drawings at the job site or to turn same over in completed form to the OWNER.

When the above grounds are removed, payment shall be made for amounts withheld because of them, and OWNER shall never be liable for interest on any delayed or late payment.



### 5.2.7 PAYMENT FOR EXTRA WORK

The extra work done by the CONTRACTOR as authorized and approved by the Engineer shall be paid for in the manner hereinafter described, and the compensation thus provided shall be accepted by the CONTRACTOR as payment in full for all labor, materials, tools, equipment and incidentals and all superintendents' and timekeepers' services, all insurance, bond and all other overhead expense incurred in the performance of the extra work.

Payment for extra work shall be made by one of the following methods:

- A. Method "A" — by unit prices agreed on in writing by the OWNER and CONTRACTOR before said extra work is commenced, subject to all other conditions of the contract.
- B. Method "B" — by lump sum price agreed on in writing by the OWNER and the CONTRACTOR before said extra work is commenced, subject to all other conditions of the contract.

### 5.2.8 SUBSTANTIAL COMPLETION

The Project will be considered substantially complete when the OWNER can utilize the Project for its intended purpose and the Work is in conformance with the Contract Documents.

## 5.3 APPLICATION FOR FINAL PAYMENT.

Upon full performance of all the Contract Work and the full performance of all the provisions of the Contract, the CONTRACTOR shall submit a final application for payment to the OWNER, the CONTRACTOR shall notify the Engineer that the improvement is ready for inspection. All warranties and guaranties required of the CONTRACTOR by the Contract Documents shall be assembled and delivered by the CONTRACTOR to the OWNER as Part of the final Application for Payment. The Contractor will assign to the Owner all manufacturer's warranties relating to materials and labor used in the work and will perform the Work in such a manner as to preserve all such manufacturer's warranties. The CONTRACTOR will deliver a certificate evidencing that insurance and bonds required by the Contract Documents will remain in full force and effect pursuant to the requirements of the Contract. The final Certificate for Payment will not be issued until all such warranties and guaranties have been received and accepted by the Owner, and a Certificate of Acceptance is issued by the or Engineer.

### 5.3.1 FINAL INSPECTION AND ACCEPTANCE

Whenever the improvements provided for by the Contract shall have been completely performed on the part of the CONTRACTOR, the CONTRACTOR shall notify the OWNER, and Engineer that the improvement is ready for final

inspection. The Engineer shall then make such final inspection, and if the work is satisfactory and in accordance with the specifications and Contract Documents, the CONTRACTOR shall be issued a certificate of acceptance.

### 5.3.2 FINAL PAYMENT

Whenever the improvements provided for by the Contract shall have been completely performed on the part of the CONTRACTOR, as evidenced in the certificate of acceptance, and all required submissions provided to the OWNER, a final estimate showing the value of the work shall be prepared by the Engineer as soon as the necessary measurements and computations can be made. All prior estimates upon which payments have been made are subject or necessary corrections or revisions in the final payment. The amount of this final estimate, less any sums that have been previously paid, or deducted under the provisions of the Contract, shall be paid the CONTRACTOR within 30 days after the final acceptance, provided that the CONTRACTOR has furnished to the OWNER a consent of surety and an affidavit or other satisfactory evidence that all indebtedness connected with the Work and all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished for and used in the performance of the work have been paid or otherwise satisfied, or that the person or persons to whom the same may respectively be due have consented to such final payment.

The acceptance by the CONTRACTOR of the final payment as aforesaid shall operate as and shall be a release to the OWNER from all claims or liabilities under the Contract, including all subcontractor claims, for anything done or furnished or relating to the Work under the Contract or for any act or neglect of said OWNER relating to or connected with the Contract.

All warranties and guarantees shall commence from the date of the certificate of acceptance. No interest shall be due the CONTRACTOR on any partial or final payment or on the retainage.

## 5.4 MODIFICATIONS TO CONTRACT WORK OR TIME OF PERFORMANCE

### 5.4.1 OWNER'S RIGHT TO TEMPORARILY SUSPEND WORK

### 5.4.2 REASONS FOR SUSPENSION

The OWNER shall have the right by written order to temporarily suspend the work, in whole or in part, whenever, in the judgment of the OWNER, such temporary suspension is required:

- A. in the interest of the OWNER generally,
- B. due to government or judicial controls or orders which make performance of this contract temporarily impossible or illegal,

- C. to coordinate the work of separate contractors at the job site,
- D. to expedite the completion of a separate contract even though the completion of this particular Contract may be thereby delayed,
- E. because of weather conditions unsuitable for performance of the Work, or
- F. because the CONTRACTOR is proceeding contrary to contract provisions or has failed to correct conditions considered unsafe for workmen.

The written order of the OWNER to the CONTRACTOR shall state the reasons for suspending the work and the anticipated periods for such suspension. Upon receipt of the OWNER'S written order, the CONTRACTOR shall suspend the work covered by the order and shall take such means and precautions as may be necessary to properly protect the finished and partially finished work, the unused materials and uninstalled equipment, including the providing of suitable drainage about the work and erection of temporary structures where necessary. The CONTRACTOR shall not suspend the Work without written direction from the OWNER and shall proceed with the work promptly when notified by the OWNER to resume operations.

#### 5.4.3 NO ADDITIONAL COMPENSATION

No additional compensation shall be paid to the CONTRACTOR for a temporary suspension of the Work by the OWNER or otherwise where same is caused by the fault of the CONTRACTOR. Where such temporary suspension is not due to the fault of the CONTRACTOR, he shall be entitled to:

- A. an equitable extension of working time for the completion of the work, not to exceed the delay caused by such temporary suspension, as determined by the OWNER; and
- B. the actual and necessary costs of properly protecting the finished and partially finished work, unused materials and uninstalled equipment during the period of the ordered suspension as determined by the OWNER as being beyond the Contract requirements, such costs, if any, to be determined pursuant to the terms of the Contract; and
- C. where the CONTRACTOR elects to move equipment from the job site and then return it to the site when the work is ordered resumed, the actual and necessary costs of these moves, in an amount determined by the OWNER pursuant to the terms of the Contract.

#### 5.4.4 USE OF COMPLETED PORTIONS OF WORK

The OWNER may, after written notice to the CONTRACTOR, and without incurring any liability for increased compensation to the CONTRACTOR, take over and use any completed portion of the Work prior to the final completion and acceptance of the entire work included in the Contract, and notwithstanding that

the time allowed for final completion has not expired. The OWNER and CONTRACTOR agree that occupancy of portions of the Work by the OWNER shall not in any way evidence the substantial completion of the entire work or signify the OWNER's acceptance of the Work.

The CONTRACTOR shall not object to, nor interfere in any way with, such occupancy or use after receipt of the OWNER'S written notice. Immediately prior to such occupancy and use, the OWNER shall inspect such portion of the Work to be taken over and shall furnish the CONTRACTOR a written statement of the work, if any, still to be done on such part. The CONTRACTOR shall promptly thereafter complete such unfinished work to permit occupancy and use on the date specified in the OWNER'S written order, unless the OWNER shall permit specific items of work to be finished after the occupancy and use by the OWNER.

In the event the CONTRACTOR is unreasonably delayed by the OWNER exercising its rights under this section, the CONTRACTOR may submit a request for an extension of time; CONTRACTOR'S sole remedy for an unreasonable delay shall be an extension of time and shall not be entitled to any additional compensation.

## 5.5 COMMENCEMENT; TIME OF COMPLETION; DELAYS; EXTENSION OF TIME; LIQUIDATED DAMAGES

### 5.5.1 COMMENCEMENT; TIME OF COMPLETION

Contractor shall commence work within fifteen (15) consecutive calendar days after receiving from City a notice to proceed. Contractor agrees and covenants that the number of consecutive calendar days allowed to complete all work following a notice to proceed shall be as follows:

---

### 5.5.2 LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

Time is of the essence in the progress and completion of this Contract. For each calendar day that any Work shall remain uncompleted after the time specified in the proposal and the Contract, or the increased time granted by the OWNER, or as equitably increased by additional work or materials ordered after the Contract is signed, the sum per day given in the following schedule, unless otherwise specified in the special provisions, shall be deducted from the monies due the CONTRACTOR:

Two Hundred Dollars and Zero Cents (\$200.00)

The sum of money thus deducted for such delay, failure or noncompletion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the Work. The said amounts are fixed and agreed upon by and between OWNER and CONTRACTOR because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER in such event would sustain; and said amounts are agreed to be the amount of damages which the OWNER would sustain and which shall be retained from the monies due, or that may become due, the CONTRACTOR under this Contract; and if said monies be insufficient to cover the amount owing, then the CONTRACTOR or his surety shall pay any additional amounts due.

### 5.5.3 EXTENTIONS OF TIME

The CONTRACTOR shall be entitled to an extension of working time under this Contract only when claim for such extension is submitted to the OWNER in writing by the CONTRACTOR within seven days from and after the time when any alleged cause of delay shall occur, and then only when such time is approved by the OWNER. In adjusting the Contract working time for the completion of the Project, unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, acts of God or the public enemy, acts of the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors due to such causes beyond their control shall be taken into consideration.

If the satisfactory execution and completion of the Contract should require work and materials in greater amounts or quantities than those set forth in the Contract, requiring more time for completion than the anticipated time, then the contract working time shall be equitably increased, but not more than in the same proportion as the cost of the additional work bears to the cost of the original work contracted for. No allowances shall be made for delays or suspension of the performance of the Work due to the fault of the CONTRACTOR.

No adjustment to working time shall be made if, concurrently with the equitable cause for delay, there existed a cause for delay due to the fault or negligence of the CONTRACTOR, his agents, employees or subcontractors; and no adjustment shall be made to the Contract Price and the CONTRACTOR shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in adjustment to the working time hereunder, including delays caused by the acts or negligence of the OWNER. Notwithstanding any other provision of the Contract Documents, all claims for extension of working time must be submitted in accordance with the provisions of this Contract, and no act of the OWNER shall be deemed a waiver or entitlement of such extension.

### 5.6 TERMINATION FOR CONVENIENCE OF THE OWNER

#### 5.6.1 NOTICE OF TERMINATION

The performance of the Work under this Contract may be terminated by the OWNER in whole or from time to time in part, in accordance with this section, whenever the OWNER shall determine that such termination is in the best interest of the OWNER. Any such termination shall be effected by mailing a notice of termination to the CONTRACTOR specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. Receipt of the notice shall be deemed conclusively presumed and established when the letter is placed in the United States Mail by the OWNER. Further, it shall be deemed conclusively presumed and established that such termination is made with just cause as therein stated; and no proof in any claim, demand or suit shall be required of the OWNER regarding such discretionary action.

#### 5.6.2 CONTRACTOR ACTION

After receipt of a notice of termination, and except as otherwise directed by the OWNER or Engineer, the CONTRACTOR shall:

- A. stop work under the Contract on the date and to the extent specified in the notice of termination;
- B. place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion the Work under the Contract as is not terminated;
- C. terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- D. transfer title to the OWNER and deliver in the manner, at the times, and to the extent, if any, directed by the OWNER or Engineer:
  1. the fabricated or unfabricated parts, work in process, completed work, supplies and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the notice of termination; and
  2. the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the OWNER.
- E. complete performance of such part of the work as shall not have been terminated by the notice of termination; and
- F. take such action as may be necessary, or as the Engineer may direct, for the protection and preservation of the property related to its Contract which is in the possession of the CONTRACTOR and in which the OWNER has or may acquire an interest.

At a time not later than 30 days after the termination date specified in the notice of termination, the CONTRACTOR may submit to the OWNER a list, certified as

to the quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Engineer. Not later than 15 days thereafter, the OWNER shall accept title to such items and remove them or enter into a storage agreement covering the same, provided that the list submitted shall be subject to verification by the Engineer upon removal of the items, or, if the items are stored, within 45 days from the date of submission of the list, and provided that any necessary adjustments to correct the list as submitted shall be made prior to final settlement.

#### 5.6.3 TERMINATION CLAIM

Within 60 days after notice of termination, the CONTRACTOR shall submit his termination claim to the Engineer in the form and with the certification prescribed by the OWNER. Unless one or more extensions in writing are granted by the OWNER upon request of the CONTRACTOR, made in writing within such 60-day period or authorized extension thereof, any and all such claims shall be conclusively deemed waived.

#### 5.6.4 AMOUNTS

The CONTRACTOR and OWNER may agree upon the whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant hereto, provided that such agreed amount or amounts shall never exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of work not terminated. The contract shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount. No amount shall be due for lost or anticipated profits. Nothing prescribing the amount to be paid to the CONTRACTOR in the event of failure of the CONTRACTOR and the OWNER to agree upon the whole amount to be paid to the CONTRACTOR by reason of the termination of work pursuant to this section, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the CONTRACTOR pursuant to this paragraph.

#### 5.6.5 FAILURE TO AGREE

In the event of the failure of the CONTRACTOR and the OWNER to agree, as provided herein, upon the whole amount to be paid to the CONTRACTOR by reason of the termination of work pursuant to this section, the OWNER shall determine, on the basis of information available to it, the amount, if any, due to the CONTRACTOR by reason of the termination and shall pay to the CONTRACTOR the amounts determined. No amount shall be due for lost or anticipated profits.

#### 5.6.6 DEDUCTIONS

In arriving at the amount due the CONTRACTOR under this section, there shall be deducted (a) all unliquidated advance or other payments on account theretofore made to the CONTRACTOR, applicable to the terminated portion of this contract; (b) any claim which the OWNER may have against the CONTRACTOR in connection with this Contract; and (c) the agreed price for or the proceeds of sale of any materials, supplies or other things kept by the CONTRACTOR or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the OWNER.

#### 5.6.7 ADJUSTMENT

If the termination hereunder be partial prior to the settlement of the terminated portion of this Contract, the CONTRACTOR may file with the Owner a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices; nothing contained herein, however, shall limit the right of the OWNER and the CONTRACTOR to agree upon the amount or amounts to be paid to the CONTRACTOR for the completion of the continued portion of the Contract when said contract does not contain an established contract price for such continued portion.

#### 5.6.8 NO LIMITATION OF RIGHTS

Nothing contained in this section shall limit or alter the rights which the OWNER may have for termination of this Contract under any other provision of this Contract or any other right which OWNER may have for default or breach of contract by CONTRACTOR.

### 5.7 CONTRACTOR DEFAULT: OWNER'S RIGHT TO SUSPEND WORK AND ANNUL CONTRACT

The Work or any portion of the Work under contract shall be suspended immediately on written order of the OWNER declaring the CONTRACTOR to be in default. A copy of such notice shall be served on the CONTRACTOR'S surety. The contract may be annulled by the OWNER for any good cause or causes, among others of which special reference is made to the following:

- A. failure of the CONTRACTOR to start the work within 15 days from date specified in the written work order issued by the OWNER to begin the work;
- B. evidence that the progress of the work being made by the CONTRACTOR is insufficient to complete the work within the specified working time;
- C. failure of the CONTRACTOR to provide sufficient and proper equipment, materials or construction forces for properly executing the Work;
- D. evidence that the CONTRACTOR has abandoned the Work or



- discontinuance of the performance of the Work or any part thereof and failure to resume performance within a reasonable time after notice to do so;
- E. evidence that the CONTRACTOR has become insolvent or bankrupt, or otherwise financially unable to carry on the Work;
  - F. deliberate failure on the part of the CONTRACTOR to observe any requirements of the specifications or to comply with any orders given by the Engineer as provided for in the specifications;
  - G. failure of the CONTRACTOR to promptly make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed in writing by the OWNER;
  - H. evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the OWNER in the construction of work under contract;
  - I. repeated violations of safe working procedures;
  - J. the filing by the CONTRACTOR of litigation against the OWNER prior to final completion of the Work. When the Work is suspended for any of the causes itemized above, or for any other cause or causes, the CONTRACTOR shall discontinue the Work or such part thereof as the OWNER shall designate, whereupon the surety may either at its option assume the Contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue and perform the same or, with the written consent of the OWNER, sublet the same, provided, however, that the surety shall exercise its option within two weeks after the written notice to discontinue the work has been served upon the CONTRACTOR and upon the surety or its authorized agents. The surety in such event shall assume the CONTRACTOR'S place in all respects and shall be paid by the OWNER for all work performed by it in accordance with the terms of the Contract, but in no event shall such payments exceed the contract amount, regardless of the cost to the surety to complete the Work.

In the event that the surety assumes the CONTRACTOR'S place, duties and responsibilities in the Contract, all monies remaining due the CONTRACTOR at the time of his default shall thereupon become due and payable to the surety as the work progresses, subject to all terms of the Contract. In case the surety does not, within the hereinabove specified time, exercise its obligation to assume the Contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue, then the OWNER shall have the power to complete by contract or otherwise, as it may determine, the Work herein described or such part thereof as it may deem necessary; and the CONTRACTOR hereto agrees that the OWNER shall have the right to take possession of or use any or all of the materials, plans, tools, equipment, supplies and property of every kind provided by the CONTRACTOR for the purpose of the Work and to procure other tools, equipment and materials for the completion of the same and to charge to the account of the CONTRACTOR the expense of said contract for labor, materials, tools, equipment and expenses incident thereto. The expense so charged shall be deducted by the OWNER out of such monies as may be due or may at any time thereafter become due

the CONTRACTOR under and by virtue of the Contract or any part thereof.

The OWNER shall not be required to obtain the lowest bid for the work of completing the Contract, but the expenses to be deducted shall be the actual cost of such work. In case such expense is less than the sum which would have been payable under the contract if the same had been completed by the CONTRACTOR, then in such case the OWNER may pay the CONTRACTOR the difference in the cost, provided that the CONTRACTOR shall not be entitled to any claim for damages or for loss of anticipated profits.

In case such expense shall exceed the amount which would have been payable under the Contract if the same had been completed by the CONTRACTOR, the CONTRACTOR and his surety shall pay the amount of the excess to the OWNER on notice from the OWNER for excess due including any costs incurred by the OWNER, such as inspection, legal fees and liquidated damages. When any particular part of the Work is being carried out by the OWNER by contract or otherwise under the provisions of this section, the CONTRACTOR shall continue the remainder of the Work in conformity with the terms of the contract and in such manner as not to hinder or interfere with the performance of workmen employed as above provided by the OWNER or surety.

#### 5.8 SUSPENSION BY COURT ORDER AGAINST THE OWNER

The CONTRACTOR shall suspend such part or parts of the Work pursuant to a court order issued against the OWNER and shall not be entitled to additional compensation by virtue of such court order; neither shall the CONTRACTOR be liable to the OWNER in the event the Work is suspended by such court order, unless such suspension is due to the fault or negligence of the CONTRACTOR. A delay of the CONTRACTOR due to a court order against the OWNER, or due to the OWNER'S failure to secure right-of-way at the time required or because of a conflict of a utility with the Work, shall not be cause for additional compensation for damages sustained by the CONTRACTOR, but may be a cause for extension of contract working time only. The CONTRACTOR'S sole remedy for any suspensions of the Work is an equitable extension of time to perform the Work.

#### 5.9 NO WAIVER OF RIGHTS OR ESTOPPEL

The OWNER, or any officer or agent thereof, shall not be precluded at any time, either before or after final completion and acceptance of the Work and final payment therefore from:

A. showing the true and correct amount, classifications, quality and character of the Work done and materials furnished by the CONTRACTOR or any other person under this Contract, or from showing at any time that any determination, return, decision, approval, order, letter, payment or certification is untrue and incorrect or improperly made in any particular, or that the Work or the materials or any parts thereof do not in fact conform to the contract requirements; and (b) demanding the recovery from the CONTRACTOR of any overpayments made to him, or such damages as the OWNER may sustain by reason

of the CONTRACTOR'S failure to perform each and every part of this Contract in strict accordance with its terms; or both.

## **VI. AUTHORITY OF THE ENGINEER**

6.1 All work shall be performed in a good and workmanlike manner and to the satisfaction of the Engineer. The Engineer shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, sequence of the construction, interpretation of the plans and specifications, acceptable fulfillment of the Contract, compensation, mutual rights between contractors under these specifications and suspension of the Work. He shall determine the amount and quality of work performed and materials furnished, and his decisions and estimates shall be final. His estimate in such event shall be a condition precedent to the right of the CONTRACTOR to receive money due him under the Contract.

### **6.2 OWNER'S REPRESENTATIVES**

Where the Contract Documents indicate that determinations, directions or approvals shall be made by the OWNER or "Owner's representatives," this shall mean the OWNER acting directly, or through duly authorized persons acting within the limit of authority delegated to them. Any determination, direction or approval of such authorized representatives shall be subject to review by the OWNER. For purposes of administering the schedule or the payment provisions of this Contract the Engineer may act as the Owner's representative for purposes of approving payments, changes, scheduling, or acceptance of the Work, at the OWNER'S discretion.

### **6.3 INSPECTIONS OF WORK PROGRESS**

The Engineer shall visit the site at during construction of the Project as necessary as the Owner's Representative to verify that the Work is being performed in compliance with the Contract Documents and shall be given total access to the Project by the CONTRACTOR. Site visits or inspections by the Engineer shall in no way relieve the CONTRACTOR of any of its responsibilities or duties pursuant to the Contract Documents. The Engineer will neither have control over, nor be responsible for, the construction means and methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work or the Project. The CONTRACTOR shall be sole responsible for, the construction means and methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work or the Project.

### **6.4 CONSTRUCTION STAKES**

No horizontal or vertical control is established for this project. Dimensions shown in the plans are approximate in nature. Contractor shall stake for Owner approval the begin and end location of each segment of work.

The Contractor shall take all necessary precautions to preserve any and/or all markings and staking.

#### 6.5 APPROVAL OF SUBMITTALS

The Engineer shall review and approve or take other appropriate action the CONTRACTOR's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with the Contract Documents. The Engineer's review of the submittals shall not relieve the CONTRACTOR of any of its obligations to perform the Work in strict compliance with the Contract Documents. The Engineer's review shall not be considered approval of safety precautions, means and methods, techniques, sequences or procedures that are the responsibility of the CONTRACTOR.

### VII. CLAIMS OR DISPUTES

#### 7.1 CLAIMS AGAINST OWNER AND ACTION THEREON.

No claim against the OWNER under the Contract or for breach of the Contract or additional compensation for extra or disputed work shall be made or asserted against the OWNER under the Contract or in any court action, unless the CONTRACTOR shall have strictly complied with all requirements relating to the giving of notice and information with respect to such claim as required by the Contract.

#### 7.2 CLAIM AGAINST OFFICERS, EMPLOYEES OR AGENT OF THE OWNER.

No claim whatsoever shall be made by the CONTRACTOR against any, past, present or future, officer, employee or agent of the OWNER for or on account of, anything done or omitted to be done in connection with this Contract.

### VIII. MISCELLANEOUS PROVISIONS

#### 8.1 FINANCIAL INTEREST IN ANY CONTRACT BY OWNER'S OFFICERS, EMPLOYEES OR AGENTS

No officer, employee or agent of the OWNER shall have a financial interest, direct or indirect, in any contract with the OWNER or be financially interested, directly or indirectly, in the sale to the OWNER of any land, materials, supplies or services, except on behalf of the OWNER as an officer or employee. Any willful violation of this article shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position. Any violation of this article with the knowledge, expressed or implied, of the persons, partnership, company, firm, association or corporation contracting with the OWNER shall render the contract involved voidable by the OWNER.

#### 8.2 SERVICE OF NOTICES

The OWNER and the CONTRACTOR shall each designate addresses where all notices, directions or other communication may be delivered or to which they may be mailed.

Notices to the surety or sureties on contract bonds shall be directed or delivered to the home office, or to the agent or agents who executed the bonds on behalf of the surety or sureties, or to their designated agent for delivery of notices.

Actual delivery of any such notice, direction or communication to the aforesaid places or depositing it in a postpaid wrapper addressed thereto in any post office regularly maintained by the United States Postal Service shall be conclusively deemed to be sufficient service thereof upon the above persons as of the date of such delivery or deposit.

The designated addresses may be changed at any time by an instrument in writing executed by the party changing the addresses and delivered to the other party.

Nothing herein contained shall, however, be deemed to preclude or tender inoperative the service of any notice, direction or communication upon the above parties personally or, if the CONTRACTOR be a corporation, upon any officer or director thereof.

### 8.3 UNLAWFUL PROVISIONS DEEMED STRICKEN

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

### 8.4 ALL LEGAL PROVISIONS INCLUDED

It is the intent and agreement of the parties to this contract that all legal provisions of law required to be inserted herein shall be and are inserted herein. If through mistake or oversight, however, any such provision is not herein inserted, or is not inserted in proper form, then upon application of either party, the contract shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

### 8.5 ASSIGNMENTS

The CONTRACTOR shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in it or any part thereof without the previous written consent of the surety company and the written approval of the OWNER.

The CONTRACTOR shall not assign, either legally or equitably, by power of attorney or otherwise, any of the monies due or to become due under this Contract or its claim thereto without the prior written consent of the surety company and the written approval

of the OWNER.

The approval of the OWNER of a particular assignment, transfer or conveyance shall not dispense with such approval to any further or other assignments.

The approval by the OWNER of any assignment, transfer or conveyance shall not operate to release the CONTRACTOR or surety hereunder from any of the Contract and bond obligations, and the CONTRACTOR shall be and remain fully responsible and liable for the defaults, negligent acts and omissions of his assignees, their agents and employees, as if they were his own.

#### 8.6 STATE AND LOCAL SALES AND USE TAXES

The OWNER qualifies for exemption from the state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. Therefore, the CONTRACTOR shall not pay such taxes which would otherwise be payable in connection with the performance of this Contract.

The CONTRACTOR shall issue an exemption certificate in lieu of the tax on the purchase, rental or lease of:

- A. all materials, supplies, equipment and other tangible personal property incorporated into the real property being improved; and
- B. all materials, supplies, equipment and other tangible personal property used or consumed by the CONTRACTOR in performing the Contract with the OWNER. Materials and supplies "used in the performance of a contract" include only those materials actually incorporated into the property being improved and those supplies directly used to incorporate such materials into the property being improved. Overhead supplies and supplies used indirectly or only incidental to the performance of the Contract with the OWNER are not included in the exemption.

Under "reasons said purchaser is claiming this exemption" in the exemption certificate, the CONTRACTOR must name the OWNER and the project for which the equipment, material and supplies are being purchased, leased or rented.

#### 8.7 VENUE AND GOVERNING LAW

The parties agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Construction Agreement, and that the exclusive venue for any legal proceeding involving this Construction Agreement shall be in Denton County, Texas.

#### 8.8 NO WAIVER OF LEGAL RIGHTS

Inspection by the Engineer, or OWNER; any order, measurement, quantity or certificate by the Engineer; any order by the OWNER for payment of money; any payment for or acceptance of any work; or any extension of time or any possession taken by the OWNER shall not operate as a waiver of any provisions of the contract or any power

therein reserved to the OWNER of any rights or damages therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach. The OWNER reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the Contract Documents. The OWNER reserves the right to recover by process of law sums as may be sufficient to correct any error or make good any deficiency in the Work resulting from such error, dishonesty or collusion by the CONTRACTOR or his agents, discovered in the Work after the final payment has been made.

Neither final acceptance of the Work, nor final payment shall relieve the CONTRACTOR of responsibility for faulty materials or workmanship, and the CONTRACTOR shall promptly remedy any defects due thereto and pay for any damage to other work resulting therefrom. Likewise, neither final acceptance nor final payment, nor partial or entire use or occupancy of the work by the OWNER shall constitute acceptance of work not done in accordance with the Contract Documents or relieve CONTRACTOR of liability with respect to any expressed or implied warranties or responsibility for faulty materials or workmanship, whether same be patently or latently defective.

8.9 OBLIGATION TO PERFORM FUNCTIONS

Any failure or neglect on the part of OWNER, Engineer or inspectors to enforce provisions herein dealing with supervision, control, inspection, testing or acceptance and approval of the work shall never operate to relieve CONTRACTOR from full compliance with the Contract Documents nor render OWNER liable to CONTRACTOR for money damages, extensions of time or increased compensation of any kind.

8.10 SUCCESSORS AND ASSIGNS

Subject to the limitations upon assignment and transfer herein contained, this contract shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

8.11 HEADINGS

The title and headings contained in the Contract Documents and the subject organization are used only to facilitate reference, and in no way define or limit the scope of intent of any of the provisions of this Contract.

8.12 ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT

This Construction Agreement, including the Contract Documents and all the documents incorporated therein represents the entire and integrated agreement between the OWNER, the City of Corinth, and the CONTRACTOR, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Construction Agreement may be amended only by written instrument signed by both, the OWNER, the City of Corinth, and the CONTRACTOR.

8.13 INTERPRETATION

Although this Agreement is drafted by the OWNER, the City of Corinth, should any part

be in dispute, the parties agree that this Construction Agreement shall not be construed more favorable for either party. No rule of construction requiring that ambiguities in this Contract shall be construed more favorably for either party shall apply.

8.14 EXPENSES FOR ENFORCEMENT

In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.



ACKNOWLEDGMENTS

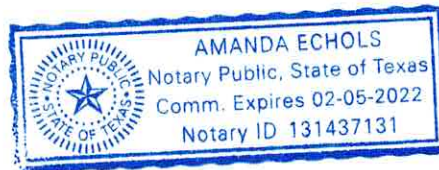
STATE OF TEXAS §

COUNTY OF Denton §

BEFORE ME, Amanda Echols on this day personally appeared Allen Heiser  
308 Construction LLC, a LLC Corporation corporation, known to me (or  
proved to me on the oath of) \_\_\_\_\_ or through Drivers license  
(description of identity card or other document) to be the person whose name is subscribed to the  
foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of  
the corporation, for the purposes and consideration therein expressed and in the capacity therein  
stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6<sup>th</sup> day of Nov, 2018

A Echols  
\_\_\_\_\_  
Notary Public, State of Texas  
Amanda Echols



Printed Name

My Commission expires on the 5<sup>th</sup> day of Feb, 2022.

STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, \_\_\_ on this day personally appeared \_\_\_  
\_\_\_, City Manager of Corinth, TEXAS, a political subdivision of the State of Texas, known to me  
(or proved to me on the oath of) \_\_\_ or through \_\_\_  
\_\_\_ (description of identity card or other document) to be the person whose name is subscribed to  
the foregoing instrument and acknowledged to me that he/she executed the same as the act and  
deed of CORINTH, TEXAS, for the purposes and consideration therein expressed and in the  
capacity therein stated.

GIVEN under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_, 2017.

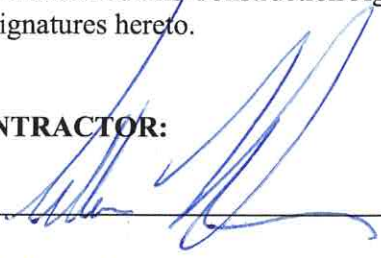
\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Printed Name

My Commission expires on the \_\_\_ day of \_\_\_, \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have executed this Construction Agreement upon the year and date indicated beneath their signatures hereto.

**CONTRACTOR:**

  
\_\_\_\_\_

By: Allen Heiser

Date: 11/16/18

**ATTEST:**

Amanda Ross  
Secretary

**CORINTH, TEXAS:**

By: \_\_\_\_\_  
Bob Hart, City Manager

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

**ATTEST:**

\_\_\_\_\_  
Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_

**City Council Regular and Workshop Session**

**Meeting Date:** 11/15/2018

**Title:** Resolution to Renew the Policy Statement for Tax Abatement

**Submitted For:** Jason Alexander, Director

**Submitted By:** Jason Alexander, Director

**City Manager Review:**

---

**AGENDA ITEM**

Consider and act on a Resolution to renew the guidelines and criteria for the Policy Statement for Tax Abatement, to provide effective and expiration dates, to repeal conflicting resolutions and to provide an effective date.

**AGENDA ITEM SUMMARY/BACKGROUND**

The provisions of Chapter 312 of the Texas Tax Code (the "**Code**"), often cited as the Property Redevelopment and Tax Abatement Act (the "**Act**"), authorizes taxing units like the City of Corinth, Texas (the "**City**") to grant tax abatement on personal property and real property for "new facilities and structures and for the expansion or modernization of existing facilities and structures" located within a designated reinvestment zone. As an economic development incentive, the granting of tax abatement can attract business enterprises and enhance business retention and expansion efforts within designated areas (reinvestment zones) of a community. In recognition of these economic benefits, the City Council adopted the Policy Statement for Tax Abatement (the "**Policy**") under Resolution 16-12-15-28, on December 15, 2016, and established guidelines and criteria for considering and granting tax abatement.

Per Section 312.002(c) of the Act, the guidelines and criteria established under the Policy are only effective for two (2) years from the date of adoption --- meaning that the Policy will expire on December 15, 2018 unless it is renewed by the City Council. Further, Section 312.006 provides that if the Act is not continued in effect by the Texas Legislature, it will expire September 1, 2019.

Tax abatement is an important economic development incentive, and its use in Corinth played a pivotal role in attracting the corporate headquarters of Denton Area Teachers Credit Union to the community. Considering its value to the community as an economic development incentive and creating primary employment opportunities and attracting major investment such as Denton Area Teachers Credit Union, City Council should give consideration towards renewing the Policy; however, its renewal should be aligned with the Act.

As such, the proposed amendment (Lines 353 - 363) to the Policy focuses on amending the entirety of Section 12, the Sunset Provision. The proposed amendment would renew the Policy and provide an effective date of December 15, 2018 and an expiration date of September 1, 2019, unless it is extended in effect by the Texas Legislature. This will ensure that the community is afforded all the economic development incentive tools needed to retain, expand and attract businesses and will ensure that the Policy remains consistent with the provisions of the Act.

**RECOMMENDATION**

This item was presented to the Corinth Economic Development Corporation Board of Directors during their Regular Session on November 5, 2018. Upon considering and receiving a recommendation of approval from staff, the Board of Directors recommend that City Council approve the amendment to the Policy, which provides an effective date of December 15, 2018 and an expiration date of September 1, 2019, unless extended in effect by the Texas Legislature.

---

**Attachments**

Policy Statement for Tax Abatement



**RESOLUTION NO.** [REDACTED] - [REDACTED] - [REDACTED] - [REDACTED]

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS RENEWING  
A POLICY STATEMENT FOR TAX ABATEMENT AS AN INCENTIVE TO CONTRIBUTE TO  
THE RETENTION AND EXPANSION OF PRIMARY EMPLOYMENT AND ATTRACT MAJOR  
INVESTMENT; TO RENEW THE CRITERIA AND GUIDELINES FOR CONSIDERING AND  
GRANTING TAX ABATEMENT; TO PROVIDE EFFECTIVE AND EXPIRATION DATES; TO  
REPEAL CONFLICTING RESOLUTIONS; AND TO PROVIDE AN EFFECTIVE DATE.**

**WHEREAS**, on December 15, 2016, the City Council adopted Resolution No. 16 – 12 – 15 – 28  
establishing the City of Corinth Policy Statement for Tax Abatement (the **“POLICY”**) to contribute to the  
retention or expansion of primary employment or to attract major investment that would be a benefit to the  
property and that would contribute to the economic development of the City of Corinth, Texas (the **“CITY”**)  
by granting tax abatement pursuant to the Property Redevelopment and Tax Abatement Act (the **“ACT”**)  
codified in Chapter 312 of the Texas Tax Code (the **“CODE”**);

**WHEREAS**, the granting of economic development incentives, including tax abatement, is one of the primary means by which the public sector and the private sector can forge a partnership to promote real economic growth and create wealth within a community;

**WHEREAS**, the Policy must be renewed every two (2) years from its effective date as provided in the Act; **AND**

**WHEREAS**, the City Council desires to renew the Policy because of the benefits and contributions that primary employment and major investment can generate for the City.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:**

**PART 1.** The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct, and are incorporated herein in their entirety.

**PART 2.** The City is eligible to participate in tax abatement, and the Policy attached hereto as Exhibit "A" and incorporated herein, is hereby renewed as the set of guidelines and criteria for the City to grant tax abatement as a means to promote sustainable economic development and to stimulate business and commercial activity pursuant to the Act.

**PART 3.** The City may elect to make use of the guidelines and criteria contained within the Policy to consider and grant tax abatement as an incentive to retain, expand and attract primary employment and to attract major investment within designated reinvestment zones to enable and encourage meaningful economic growth while also implementing sufficient control over public funds.

**PART 4.** The Policy is hereby renewed, with an effective date of December 15, 2018 and an expiration date of September 1, 2019.

**PART 5.** All resolutions or parts of resolutions in conflict with this Resolution are repealed.

**ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Bill Heidemann

Mayor

**ATTEST:**



Kimberly Pence

City Secretary

**APPROVED AS TO FORM:**



City Attorney



1 **EXHIBIT “A”**

2  
3 **CITY OF CORINTH**

4 **POLICY STATEMENT FOR TAX ABATEMENT**

5  
6 **SECTION 1.**

7 **GENERAL PURPOSE AND OBJECTIVES**

8 The City of Corinth is dedicated to achieving and sustaining the highest quality of development in all areas  
9 of the City; and to a continuous improvement in the quality of life for its citizens. These objectives are met,  
10 in part, by the enhancement and expansion of the local economy. Towards this end, the City of Corinth may  
11 elect, on a case-by-case basis, to give consideration to granting tax abatement as an economic development  
12 incentive in accordance with the Property Redevelopment and Tax Abatement Act, as codified in Chapter  
13 312 of the *Texas Tax Code*, as amended (the “Act”).

14 It shall be the policy of the City of Corinth to make tax abatement available for both new facilities,  
15 and for the expansion or modernization of existing facilities. It shall also be the policy of the City of Corinth  
16 that said consideration will only be provided in accordance with the procedures and criteria outlined in this  
17 Policy Statement for Tax Abatement (“Policy Statement”). Nothing herein shall imply, nor suggest that the

18 City of Corinth is under any obligation or duty to grant tax abatement to any eligible applicant. The City of  
19 Corinth may elect to only grant a tax abatement on the increment in value added to a particular property by  
20 a specific development proposal meeting the economic development objectives and goals of the City.

21 All applicants shall be considered on a case-by-case basis, and the decision to approve or deny tax  
22 abatement shall be at the sole discretion of the City Council. Tax abatement agreements are made with the  
23 owners of real property (and/or lessees if required) to exempt from taxation all or a portion of the value of  
24 the real property, business personal property or both. The duration of a tax abatement may be for a period  
25 of time deemed appropriate by the City Council, based on the economic life of the improvements, and  
26 consistent with the provisions of this Policy Statement, but in no case for more than ten (10) years in  
27 accordance with state law. Additionally, the City Council may impose terms and conditions in the tax  
28 abatement agreement to govern the provision of each specific tax abatement. The City Council shall review  
29 and evaluate this Policy Statement every two (2) years to ensure that the economic needs of the City of  
30 Corinth are being met in order to promote a strong and balanced local economy.

31

32

## SECTION 2.

33

### **DEFINITIONS**

34 Wherever used in this Policy Statement, the following terms shall have these meanings ascribed to them:

35 A. AGREEMENT: shall mean a contractual agreement between a property owner and taxing authority  
36 for the purpose of tax abatement.

37 1. In no event shall the duration of a tax abatement term exceed ten (10) years.

38 B. BASE YEAR VALUE: shall mean the taxable value of eligible property at the time of the execution  
39 of the tax abatement agreement, plus the agreed upon value of eligible property made after January  
40 1<sup>st</sup>, but before the execution of the tax abatement agreement.

41 C. BUSINESS PERSONAL PROPERTY: shall mean tangible personal property other than inventory  
42 and supplies:

43 1. that is subject to ad valorem taxation by the City;

44 2. that is located on the property subject to a tax abatement agreement;

45 3. that is owned or leased by the party or parties to the tax abatement agreement; **and**

46 4. that was not located in the City prior to the effective date of the tax abatement agreement.

47 D. DEFERRED MAINTENANCE: shall mean any improvements necessary for continued operations,  
48 which do not improve productivity or alter the process technology.

49 E. ECONOMIC LIFE: shall mean the number of years a property improvement is expected to be in  
50 service in a facility.

- 51 F. EXPANSION: shall mean the addition of buildings, structures, fixed machinery or equipment for  
52 the purposes of increasing production capacity or revenues.
- 53 G. FACILITY: shall mean property improvements completed, or in the process of construction, which  
54 together comprise an integral whole.
- 55 H. FULL-TIME JOB: shall mean
- 56 1. employment of at least 35 hours per week with full benefits, including at a minimum, health  
57 and disability insurance and retirement plan options;
- 58 2. employment with an average (mean) hourly wage equal to, or above that calculated by the  
59 United States Bureau of Labor for the Dallas-Fort Worth-Arlington Metropolitan Statistical  
60 Area; **and**
- 61 3. does not include seasonal employment.
- 62 I. INVESTMENT: for the purposes of this Policy Statement, shall be defined as capital expenditures  
63 on property and/or equipment as provided in the Act.
- 64 J. MODERNIZATION: shall mean the replacement and upgrading of existing facilities that increases  
65 the productive input or output; updates the technology; **and/or** substantially lowers the unit cost of  
66 operation, thereby extending the economic life of the facility. Modernization may result from the  
67 construction, alteration or installation of buildings, structures, fixed machinery or equipment.

68 1. Modernization shall not be for the purpose of reconditioning, refurbishing, repairing or the  
69 completion of deferred maintenance.

70 K. NEW FACILITY: shall mean any property previously undeveloped which is placed into service by  
71 means other than expansion or modernization.

72 L. REINVESTMENT ZONE: shall mean any area designated as such for the purpose of tax abatement  
73 as authorized by the Act.

74 M. TAX ABATEMENT: shall mean the full, or the partial exemption of ad valorem taxes for eligible  
75 properties in a reinvestment zone designated as such for economic development purposes.

76 1. Tax abatement may be granted for the real property improvements and/or business personal  
77 property.

78 N. VALUE: wherever used in this Policy Statement, shall mean value as determined by an appraisal  
79 prepared by the Denton County Appraisal District, unless otherwise specified.

80

81 SECTION 3.

82 **MINIMUM STANDARDS FOR TAX ABATEMENT**

83 To be considered for tax abatement, the proposed project must meet the requirements in Paragraphs A and  
84 B, and one or more of the following criteria as provided in below:

- 85 A. The proposed project involves a minimum capital investment of Two Hundred and Fifty Thousand  
86 Dollars (\$250,000.00) as shown in Section 4; **and**
- 87 B. The proposed project, pursuant to the Act, is located within a designated reinvestment zone; **and**
- 88 C. The proposed project makes a substantial contribution to the City’s redevelopment efforts or special  
89 area plans by enhancing functional or visual characteristics (e.g., architecture, landscape, parking,  
90 signage, streetscapes, et cetera); **or**
- 91 D. The proposed project will have high visibility or image impact, or is of a significantly higher level  
92 of development quality; **or**
- 93 E. The proposed project will serve as a catalyst or magnet to attract other high quality businesses or  
94 development; **or**
- 95 F. The proposed project will not solely and primarily have the effect of transferring employment from  
96 one part of the City to another; **or**
- 97 G. The cost of City services required to serve the proposed project will not exceed the amount of taxes  
98 generated if tax abatement is granted; **or**
- 99 H. The proposed project is located within in an area which might not otherwise be developed because  
100 of constraints of topography, ownership patterns or site configuration; **or**
- 101 I. The proposed project stimulates concentrations of employment and/or commercial activity; **or**

102 J. The proposed project will be a benefit to existing business and not compete with existing businesses  
103 to the extent of being a detriment to the local economy as a whole.

104

105 SECTION 4.

106 **TAX ABATEMENT AUTHORIZED**

107 A. CREATION OF NEW VALUE. A tax abatement may only be granted to the added value of eligible  
108 property improvements made subsequent to, and specified in a tax abatement agreement between  
109 the City and the property owner and lessee (if required) subject to any such terms and conditions  
110 as the City Council may require.

111 B. ELIGIBLE FACILITIES. A tax abatement may be granted for new facilities, and for expansion or  
112 modernization of existing facilities.

113 1. The economic life of a facility or improvements shall exceed the life of the tax abatement  
114 agreement.

115 C. LEASED FACILITIES. If a leased facility is granted a tax abatement, the tax abatement agreement  
116 shall be executed with the lessor and the lessee.

117 D. ELIGIBLE PROPERTY. A tax abatement may be applied to improvements to real property **and/or**  
118 business personal property, excluding inventory and supplies, to the extent allowed by state law.

- 119 E. INELIGIBLE PROPERTY. The following types of property shall generally be fully taxable, and  
120 ineligible for tax abatement:
- 121 1. deferred maintenance investments;
  - 122 2. furnishings and other forms of movable personal property;
  - 123 3. housing;
  - 124 4. inventory;
  - 125 5. land;
  - 126 6. supplies;
  - 127 7. vehicles;
  - 128 8. vessels;
  - 129 9. improvements to real property which have an economic life of less than fifteen (15) years;
  - 130 10. improvements for the generation or transmission of electrical energy not wholly consumed  
131 by a new facility or expansion;
  - 132 11. any improvements including those to manufacture, store or distribute natural gas, fluids or  
133 gases, which are not integral to the operation of the facility; **and**
  - 134 12. any property owned or used by the State of Texas or any political subdivision of the State  
135 of Texas.



136 F. MINIMUM CAPITAL INVESTMENT. In order to be considered eligible for a tax abatement, the  
137 minimum capital investment for any proposed project shall not be less than Two Hundred and Fifty  
138 Thousand Dollars (\$250,000.00).

139 G. TAX ABATEMENT TERM. A tax abatement term shall be granted effective with the January 1<sup>st</sup>  
140 valuation date immediately following the date of execution of the tax abatement agreement.

141 H. TAX ABATEMENT VALUE. The subjective criteria outlined in Section 3 of this Policy Statement  
142 will be used by the Board of Directors of the Corinth Economic Development Corporation in order  
143 to provide the City Council with a recommendation; and will be used by City Council to determine  
144 whether a tax abatement is in the best interests of the City. Specific considerations shall include the  
145 (i) degree to which a proposed project will further the City’s economic development objectives and  
146 goals **and** (ii) the relative economic, physical and social impact of the proposed project on the City.

147 Tax abatement may be granted for new facilities and for the expansion or modernization of existing  
148 facilities per Tables 4-A and 4-B. Once a determination has been made that a tax abatement should  
149 be granted, the eligible property and term of the tax abatement shall be guided by referencing Tables  
150 4-A and 4-B; provided, however, that the aforesaid two tables **are not** controlling. The City Council  
151 shall have full power to determine the eligibility, the percentage and the length of tax abatements  
152 on a **case-by-case basis**, depending on the full circumstances. In addition:

153 1. a proposed project may be eligible for a bonus tax abatement of ten (10) percent providing  
154 that the proposed project will create and maintain a minimum of five (5) new full-time  
155 jobs; **and**

156 2. the maximum percentage of a tax abatement granted under this Policy Statement shall not  
157 exceed sixty (60) percent, including a bonus tax abatement, except as specifically provided  
158 for in Paragraph I. below.

159 I. SPECIAL NOTE. Nothing contained in this Policy Statement shall be construed to limit, or restrict  
160 the City Council in the exercise of its sole and absolute discretion in setting terms for tax abatement,  
161 or the percentage of tax abatement in any particular application for tax abatement. The City Council  
162 may grant a tax abatement if the City Council deems that the tax abatement is in the best interests  
163 of the City because:

- 164 1. it will increase or preserve the City's tax base;
- 165 2. it will finance or improve the City's infrastructure;
- 166 3. it will provide, or help acquire or construct public facilities;
- 167 4. it will contribute to the redevelopment or renewal of distressed corridors;
- 168 5. it will contribute to the diversity and quality of the City's business community; **and/or**

169           6.     it will provide quality employment opportunities within the City, and enhance the skills of  
170                 existing employees so as to support their advancement into higher-paying positions.

171 TABLE 4-A.

172 **CONSTRUCTION OF A NEW FACILITY**

173

<u>MINIMUM CAPITAL INVESTMENT</u>	<u>PERCENTAGE OF ABATED TAXES</u>	<u>TAX ABATEMENT TERM</u>
\$250,000 - \$499,000	25%	1 year
\$500,000 - \$999,999	25%	3 years
\$1,000,000 - \$4,999,999	25%	5 years
\$5,000,000 - \$9,999,999	50%	7 years
\$10,000,000 or greater	50%	10 years

174

175

176 TABLE 4-B.

177 **EXPANSION OR MODERNIZATION OF AN EXISTING FACILITY**

178

<u>MINIMUM CAPITAL INVESTMENT</u>	<u>PERCENTAGE OF ABATED TAXES</u>	<u>TAX ABATEMENT TERM</u>
\$250,000 - \$499,000	25%	3 years
\$500,000 - \$999,999	50%	3 years
\$1,000,000 - \$4,999,999	50%	5 years
\$5,000,000 - \$9,999,999	50%	7 years
\$10,000,000 or greater	50%	10 years

179

180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195

SECTION 5.

**PROCEDURAL GUIDELINES**

Any individual or corporation desiring for the City to consider granting tax abatement to encourage location or expansion or modernization of operations within Corinth shall be required to comply with the following procedural guidelines:

A. PRELIMINARY APPLICATION STEPS.

1. the applicant shall complete the “Application for Tax Abatement Form” (said application form shall require such financial information and other information as deemed appropriate for evaluating the financial capacity and other factors of the applicant);
2. the applicant shall address all of the criteria outlined in Section 3 in letter format;
3. the applicant shall prepare a plat or survey showing the precise location of the property and all of the roadways within five hundred (500) feet of the site;
4. the applicant shall prepare a time schedule for undertaking and completing all the planned improvements;
5. the applicant shall provide a tax certificate verifying that there are no past due taxes on the applicant’s property located within the proposed reinvestment zone;

196 6. the applicant shall provide a study of feasibility, prepared by a certified public accountant,  
197 that shall include, but certainly shall not be limited to, (i) an estimate of the economic effect  
198 of the abatement of taxes and (ii) the benefit to the City and the property to be covered by  
199 such tax abatement;

200 7. if metes and bounds describe the property, a complete a legal description shall be provided;

201 8. in the case of an expansion or a modernization, the applicant shall also include a statement  
202 of the facility's current property value, stated separately for the real property and business  
203 personal property; **and**

204 9. the applicant shall complete all of the forms and information detailed in items 1 through 8  
205 above, and shall submit them along with a non-refundable filing fee in the amount of One  
206 Thousand Dollars (\$1,000.00) for new businesses; and in the amount of Two Hundred and  
207 Fifty Dollars (\$250.00) for existing businesses, for associated administrative costs to the  
208 Executive Director of the Corinth Economic Development Corporation.

209 B. **APPLICATION REVIEW STEPS.**

210 1. the Executive Director of the Corinth Economic Development Corporation shall review all  
211 the information in the application package detailed in Paragraph A. above for completeness

212 and accuracy within ten (10) working days (additional information may also be requested  
213 as needed);

214 2. the application package shall be distributed to the appropriate City departments for internal  
215 review and comments; **and**

216 3. the copies of the complete application package along with staff comments shall be provided  
217 to the Board of Directors of the Corinth Economic Development Corporation.

218 C. CONSIDERATION OF THE APPLICATION.

219 1. the Board of Directors of the Corinth Economic Development Corporation will then review  
220 and consider the application package along with all relevant materials at a regular or special  
221 session and provide a recommendation to the City Council (additional information may be  
222 requested as needed); **and**

223 2. the recommendation, with all relevant materials, from the Board of Directors of the Corinth  
224 Economic Development Corporation will be forwarded to the City Council for their review  
225 and consideration at a regular or special session.

226 D. PUBLIC HEARING AND APPROVAL.

227 1. no later than the seventh day before the date of the public hearing, the City shall give and  
228 publish notice of the public hearing in accordance with the Act;

- 229           2.       the City Council may hold the public hearing and determine whether the proposed project  
230                   is feasible and practical and would be of benefit to the land included in the reinvestment  
231                   zone and to the municipality after the expiration of a tax abatement agreement;
- 232           3.       the City Council may consider adopting an ordinance designating the area described in the  
233                   legal description of the proposed project as a commercial or industrial reinvestment zone;
- 234           4.       the City Council may consider adopting a resolution approving a tax abatement agreement  
235                   between the City and the applicant governing the provision of the tax abatement within the  
236                   reinvestment zone;
- 237           5.       no later than the seventh day before the date on which the City enters into a tax abatement  
238                   agreement, the City shall deliver written notice in accordance with the Act, to the presiding  
239                   officer of the governing body of each of the other taxing authorities in which the property  
240                   subject to the tax abatement agreement is located; **and**
- 241           6.       the governing bodies of the appropriate taxing authorities may consider the ratification of,  
242                   and participation in the tax abatement agreement between the City and the applicant.
- 243   E.       Information provided by applicants in the application package may be subject to release to the  
244                   public pursuant to the Texas Public Information Act as codified in Chapter 552 of the *Texas*  
245                   *Government Code*. However, certain information provided to the City in connection with an



246 application under these Policies and Procedures may be confidential and not subject to public  
247 disclosure until the incentives agreement is executed. The City will respond to requests for  
248 disclosure as required by law, and will assert exceptions to disclosure as it deems relevant. The  
249 City will make reasonable attempts to notify applicants of the request so it may assert its own  
250 objections to the Attorney General.

251

252 SECTION 6.

253 **MODIFICATION OF TAX ABATEMENT AGREEMENTS**

254 Any requests by the applicant to modify the terms and conditions of a tax abatement agreement subsequent  
255 to City Council action shall be accompanied by the payment of a non-refundable, modification processing  
256 fee in the amount of Five Hundred Dollars (\$500.00) for associated administrative costs.

257

258 SECTION 7.

259 **TAX ABATEMENT AGREEMENT**

- 260 A. A tax abatement agreement with the owner of the facility, and the lessee (if required), shall include,  
261 but shall not be limited to:
- 262 1. a general description of the project;

- 263 2. a legal description of the property;
- 264 3. the amount of the tax abatement and the percent of value to be abated each year;
- 265 4. the duration of the tax abatement;
- 266 5. the type, number, location and timetable of the planned improvements;
- 267 6. the proposed use of the facility and nature of construction;
- 268 7. any specific terms and conditions to be met by the applicant;
- 269 8. all the contractual obligations in the event of default, delinquent taxes, recapture, violation
- 270 of terms and conditions and administration and assignment;
- 271 9. a provision that the tax abatement agreement shall include a "buy local" provision in which
- 272 the recipient of tax abatement shall agree to give preference and priority to local suppliers,
- 273 manufacturers and labor and contractors, except in situations where not reasonably possible
- 274 to do so without accruing additional expenses, substantial inconvenience and/or sacrifice
- 275 in operating efficiency (for the purpose of this provision, local shall be construed to be the
- 276 City of Corinth);
- 277 10. a provision that allows for assignment of the tax abatement agreement with the prior written
- 278 approval of the City Council (adoption by resolution) provided that: (i) all duties, liabilities,
- 279 obligations and rights under the tax abatement agreement are assigned from the assignor to

280 the assignee and (ii) the assignment document is in a form and contains content acceptable

281 to the City Attorney; **and**

282 11. a provision that stipulates that the employees **and/or** designated representatives of the City

283 shall have access to all of the improvements during the term of the tax abatement to inspect

284 the facilities and improvements to determine whether the terms and conditions of the tax

285 abatement agreement are being met (all such inspections shall be conducted in a manner as

286 to not unreasonably interfere with the construction and/or operation of the facility, and all

287 such inspections shall be made with one or more representatives of the property owner in

288 accordance with his/her/its safety standards).

289 B. The City Council shall have full power to impose any other terms and conditions in a tax abatement

290 agreement that the City Council deems necessary to promote the purpose of this Policy Statement.

291 C. The governing body of Denton County and other authorized taxing jurisdictions may also consider

292 participation in the tax abatement agreement between the City and the applicant.

293

294 SECTION 8.

295 **DENIAL OF TAX ABATEMENT**

296 Neither a reinvestment zone nor a tax abatement agreement shall be authorized if it is determined:

- 297 A. That there would be a substantial adverse impact on the provision of municipal service or to the tax  
298 base;
- 299 B. That any construction has commenced with regard to a proposed project prior to the execution of a  
300 City Council authorized tax abatement agreement;
- 301 C. That the planned or potential use of the property would constitute a hazard to public safety, morals  
302 or health;
- 303 D. That the applicant has insufficient financial capacity;
- 304 E. That violation of other codes, ordinances or regulations exists; and/or
- 305 F. For any other reason deemed appropriate by the City Council.

306

307

SECTION 9.

308

**TAXABILITY**

309 From the execution of the tax abatement agreement until the end of the tax abatement period, taxes shall be  
310 payable as follows:

- 311 A. The value of ineligible property provided in Section 3 above shall be fully taxable;
- 312 B. The base year value of existing eligible property shall be fully taxable;

313 C. The added value of new eligible property shall be taxed in the manner, and for the period provided  
314 for in the tax abatement agreement; **and**

315 D. The added value of new eligible property shall be fully taxable at the end of the tax abatement term.

316

317 SECTION 10.

318 **RECAPTURE**

319 Should a project granted tax abatement cease to operate for any reason, except for a temporary basis due to  
320 fire, explosion, or other accident, casualty or natural disaster; **or** should any terms and conditions of the tax  
321 abatement agreement not be satisfied, including projected added value or the creation and retention of the  
322 number of new full-time jobs; **or** should the ad valorem taxes on any property owed to the City become  
323 delinquent, then in any such event, then the tax abatement agreement may be subject to termination, if the  
324 owner fails to cure the default after the City has sent written notice of said default. If the default is not cured  
325 in a timely fashion, then all the abated taxes shall be recaptured with accrued interest to the extent allowed  
326 by state law, and paid to the City in accordance with the following schedule:

327 A. Taxes abated during the calendar year in which the termination occurs shall be payable to the City  
328 by January 31<sup>st</sup> of the following year; **or**

329 B. Taxes abated for years prior to the year of termination shall be payable to the City within one  
330 hundred and eighty (180) calendar days from the date of termination; **and**

331 C. City Council, at their absolute and sole discretion only, may elect to extend either deadline for the  
332 repayment of abated taxes. Furthermore, the City Council may also elect at their absolute and sole  
333 discretion only, to provide a formula for recapturing abated taxes.

334

335

SECTION 11.

336

**ADMINISTRATION**

337 A. The owner of property subject to tax abatement shall certify annually to the Executive Director of  
338 the Corinth Economic Development Corporation by January 31<sup>st</sup> that said owner is compliant with  
339 each applicable term and condition of the tax abatement agreement. At a minimum, the certification  
340 shall include a statement that (i) the property improvements have been completed and (ii) the initial  
341 value of the property meets the requirement of the tax abatement agreement. Additionally, each tax  
342 abatement agreement shall define any further applicable terms subject to certification.

343 B. The City shall have the right of entry to verify the annual certification. The individual or corporation  
344 for which the tax abatement was issued shall provide access to records, files and other information  
345 for such an inspection during normal business hours. Failure to allow the City entry will forfeit the

346 tax abatement agreement, and cause repayment of all abated taxes and accrued interest to become  
347 due. If the City requests, the individual or corporation shall, at their own cost, audit the equipment  
348 or approved replacement equipment to assure the City that the equipment is still in good working  
349 order and that all equipment originally made part of the tax abatement is in good working condition.

350

351

SECTION 12.

352

**SUNSET PROVISION**

353

~~This Policy Statement shall be effective upon the date of its adoption, and shall remain in full force for two~~

354

~~(2) years, at which time its provisions shall be evaluated and reviewed by City Council to determine whether~~

355

~~the City's economic development objectives have been achieved. Based on that evaluation and review, this~~

356

~~Policy Statement will be modified, renewed or eliminated. Provided, however, that nothing set forth herein~~

357

~~shall affect the terms and conditions of tax abatement agreements that are entered into before, or during the~~

358

~~applicable term of this Policy Statement.~~This Policy Statement shall be effective upon the

359

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall remain in

360

full force until September 1, 2019, at which time this Policy Statement shall expire, if not continued in

361

effect by the Texas Legislature and renewed by the City Council in accordance with applicable law.

362 Nothing contained herein shall affect the terms and conditions of tax abatement agreements that are entered  
363 into before, or during the applicable term of this Policy Statement.  
364

365 SECTION 13.

366 **RESERVATION OF RIGHTS**

367 Nothing in this Policy Statement shall limit the authority of the City to examine each application for tax  
368 abatement before it on a **case-by-case basis** and to determine in its sole and absolute discretion whether or  
369 not a proposed project should be granted a tax abatement; **and** whether or not it complies with this Policy  
370 Statement; **and** whether or not the proposed abatement of taxes will inure to the long-term benefit of such  
371 taxing authority.

372  
373 SECTION 14.

374 **SEVERABILITY**

375 Should any section, subsection, paragraph, sentence, phrase or word in this Policy Statement is held to be  
376 invalid, illegal or unconstitutional by a court of competent jurisdiction, the balance of this Policy Statement  
377 shall stand and shall remain enforceable.



**City Council Regular and Workshop Session**

**Meeting Date:** 11/15/2018  
**Title:** Resolution Authorizing the Corinth Economic Development Corporation to Enter into a Contract for Service  
**Submitted For:** Jason Alexander, Director **Submitted By:** Jason Alexander, Director  
**Finance Review:** Yes **Legal Review:** N/A  
**City Manager Review: Approval:** Bob Hart, City Manager

**AGENDA ITEM**

Consider and act on a Resolution authorizing the Corinth Economic Development Corporation to enter into a contract for service with Jerry Hodge & Associates to assist the City with acquisition of surplus Texas Department of Transportation right-of-way located at the four corners of the Interstate Highway 35E and Corinth Parkway Interchange and to assist with driveway permitting for property located at the northeastern corner of said interchange in an amount not to exceed \$28,500.00.

**AGENDA ITEM SUMMARY/BACKGROUND**

The City of Corinth (the "City") and the Corinth Economic Development Corporation (the "CEDC") are presented with an opportunity to acquire Texas Department of Transportation ("TxDOT") right-of-way at the four corners of the Interstate Highway 35E and Corinth Parkway Interchange. Acquisition of some, most or all of this right-of-way can stimulate opportunities for economic development, particularly as it relates to hotel, restaurant and retail development, and in some instances, may help to positively influence development patterns within Corinth's growing urban core. Per the proposal, Jerry Hodge & Associates (the "Consultant") will act on behalf of the City to research right-of-way documents, confer with relevant TxDOT officials and perform other duties as contractually assigned to assist with acquisition of right-of-way and driveway permitting.

The fee structure for the proposal is as follows:

<b><u>TxDOT Right-of-way Acquisition:</u></b>	\$16,500.00
<b><u>Driveway Permit Access:</u></b>	\$8,500.00
<b><u>Traffic Impact Analysis (If necessary):</u></b>	\$3,500.00
<b>TOTAL:</b>	\$28,500.00

As the contract for service could possibly involve expenditures in excess of \$25,000.00, and it is a contract that would be funded by the CEDC, it requires a resolution of approval from the City Council per the Bylaws.

**RECOMMENDATION**

Staff recommended that the CEDC Board of Directors provide an affirmative recommendation to City Council on the contact for service during their Regular Session held on November 5, 2018. The Board of Directors provided an affirmative recommendation and, during the same meeting, approved a Resolution of the Board of Directors authorizing the City Manager to execute the contract for service with the Consultant on the behalf of the CEDC, subject to approval by the City Council.

**Fiscal Impact**

**Source of Funding:** Corinth Economic Development Corporation

**FINANCIAL SUMMARY:**

If the contract for service is approved by the City Council, then the CEDC would be responsible for making the appropriate payment(s) to the Consultant in an amount not to exceed \$28,500.00.

---

**Attachments**

- Resolution of the City Council
  - Contract for Service
  - Resolution of the Board of Directors
-

**RESOLUTION NO. 18 - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS APPROVING THE CORINTH ECONOMIC DEVELOPMENT CORPORATION TO ENTER INTO A CONTRACT FOR SERVICE FOR ASSISTANCE WITH THE ACQUISITION OF SURPLUS TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY LOCATED AT THE FOUR CORNERS OF THE INTERSTATE HIGHWAY 35E AND CORINTH PARKWAY INTERCHANGE AND TO ASSIST THE CITY OF CORINTH WITH DRIVEWAY PERMITTING FOR PROPERTY LOCATED AT THE NORTHEASTERN CORNER OF SAID INTERCHANGE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth has received substantial interest from a wide range of restaurant, retail and hotel brands seeking to locate in the community; and

**WHEREAS**, the Corinth Economic Development Corporation requests authorization and approval from the City Council to enter into a contract for service in order to appropriately facilitate the location of these brands into the Corinth marketplace and to incentivize the location and operation of said brands at or near the Interstate Highway 35E and Corinth Parkway Interchange; and

**WHEREAS**, the City Council finds and determines that the City of Corinth should be proactive in attracting restaurant, retail, hotel and related brands as an element of growing the tax base and encouraging the development of businesses; and

**WHEREAS**, the City Council hereby determines that it is in the best interests of the City of Corinth to adopt this Resolution approving the Corinth Economic Development Corporation to enter into a contract for service for assistance with acquiring surplus right-of-way and driveway permitting;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:**

**I.**

THAT the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct, and are hereby incorporated herein in their entirety.

**II.**

THAT the City Council approves and authorizes the Corinth Economic Development Corporation to enter into a contract for service with Jerry Hodge & Associates attached hereto as Exhibit "A" and incorporated herein for all intents and purposes to assist the City of Corinth with acquiring surplus Texas Department of Transportation right-of-way located at the four corners of the Interstate Highway 35E and Corinth Parkway Interchange and to assist with driveway permitting for property located at the northeastern corner of said interchange in an amount not to exceed \$28,500.00.

**III.**

IF any section, paragraph, sentence, clause or word in this Resolution is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and that the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, and which remaining portions shall remain in full force and effect.

**IV.**

THAT this Resolution shall be effective immediately upon its approval.

**PASSED, APPROVED AND EFFECTIVE** this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Bill Heidemann, Mayor

**ATTEST:**

\_\_\_\_\_  
Kimberly Pence, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**Jerry L. Hodge**  
Owner

1213 Huron Drive  
Grapevine, Texas

(817) 991-3161

Jerryh64@verizon.net

October 4, 2018

Mr. Bob Hart, City Manager  
City of Corinth  
3300 Corinth Parkway  
Corinth, TX 76208

- Re:
1. Acquisition of TxDOT right-of-way located on four (4) properties in the quadrants of the intersection of IH 35E and Corinth Parkway; and,
  2. Driveway Permitting for the property located in the Northeast quadrant of aforementioned intersection.

Dear Mr. Hart:

I am pleased to submit this proposal for consulting services related to the above referenced project. When acceptance is conveyed, this proposal will become a letter of agreement between The City of Corinth, Texas and Jerry Hodge & Associates to provide the scope of services described below. Acquisition of TxDOT right-of-way and driveway permitting are time consuming processes and require detailed coordination with the Denton Area Office, Dallas District and TxDOT Austin.

### **Scope of Services**

- Meet with TxDOT's Librarian/Archivist in the Dallas District to review right of way documents to determine all easement locations and obtain any other information related to the land acquisition.
- Meet and review with TxDOT Denton Area Office to discuss their requirements for land acquisition.
- Coordinate with a surveyor hired by the City of Corinth to have the four (4) right-of-way parcels surveyed to meet TxDOT specifications.
- Meet with TxDOT Dallas District Office and TxDOT Right-of-Way Division staffs to begin the process of acquisition for private use.
- Submit the request to TxDOT Austin to declare all right-of-way to be acquired as "surplus right of way."
- After the submission, meet with TxDOT Dallas District staff to make sure they have a good understanding of the request.



- Research the parcels in the Denton County Records.
- Coordinate with a TxDOT approved appraiser hired by the City of Corinth to develop the appraised value of the subject right-of-way parcels for the purpose of acquisition.
- Coordinate any legal matters that may arise with the Owner's and State's attorneys.
- Coordinate with TxDOT Austin to place funds in escrow for the closing on the acquired property.
- Follow the process for acquisition of TxDOT right-of-way including coordination through TxDOT Austin. Finalization of the TxDOT process requires approval of the Texas Transportation Commission and the signature of the Governor.

#### **Access Permitting – Driveways (2 Total in Northeast Quadrant)**

- Hodge & Associates will meet with personnel in the TxDOT Denton Area Office as needed to discuss the requirements needed to permit a proposed driveway on IH 35E Northbound Frontage Road.
- Meet and discuss with Architect and/or Engineer hired by the Developer and/or the City of Corinth to discuss any and all concept plans for the subject site which shows the proposed driveway access to IH 35E Northbound Frontage Road as well as a driveway access to Corinth Parkway.
- Coordinate driveway requests with the City of Corinth and a potential developer, prior to submission to TxDOT.
- Submit drive access permit request with plans prepared by the City's and/or Developer's consultant, meeting TxDOT requirements.
- Coordinate with TxDOT Denton Area Office to ensure that plans are approved in a timely manner.
- If the driveway access permit should be denied, take permit through the necessary appeals process.

#### **City of Corinth Actions Required**

- Engage the services of a Texas Licensed Professional Land Surveyor experienced in the surveying requirements of TxDOT.
- Engage the services of a TxDOT Certified Real Estate Appraiser to appraise the parcels to be acquired by the City of Corinth.



- Engage the services of a Texas Licensed Architect and/or Engineer hired by the City and/or the Developer to prepare the necessary concept plans for the parcel in the Northeast quadrant to meet TxDOT needs for driveway permitting.

*Additional Services (Only if Warranted and Authorized by City of Corinth):*

**Traffic Impact Analysis (TIA) – Development and Review**

- Work with Traffic Consultant of City’s choice, the City of Corinth and TxDOT in the development of the Traffic Impact Analysis to meet the needs of TxDOT and the City of Corinth. Upon satisfactory completion of the Traffic Impact Analysis (TIA) by Traffic Consultant, Hodge & Associates will provide a thorough review of the Draft Traffic Impact Analysis (TIA) to confirm that the needs of TxDOT and the City of Corinth are met prior to sealing by a Licensed Professional Engineer.
- Meet with the City of Corinth staff along with Traffic Consultant staff to discuss the Traffic Impact Analysis and address any concerns of the city.
- Meet with the TxDOT Denton Area Office staff along with the Traffic Consultant staff to discuss the Traffic Impact Analysis and address any concerns of TxDOT.

**Fee Estimates**

The fee for completing the scope of services outlined above will be based on my experience in projects of this type. This project proposal is based on a lump sum fee basis. The lump sum fee proposed for this project is \$25,000. This lump sum fee does not include the coordination and review of a Traffic Impact Analysis (TIA). Should TxDOT require the development of a TIA, Hodge & Associates will work with a Traffic Consultant of the City’s/Developer’s choice to develop TxDOT’s desired information. The coordination and review of a TIA will be in addition to the lump sum fee of \$25,000 proposed for the project.

For the purpose of incremental billing, the following phased costs are provided:

TxDOT Land Acquisition	\$16,500
Driveway Permit Access	<u>8,500</u>
	\$25,000
TIA Review (Additional, if necessary)	\$3,500

The project fee will be invoiced incrementally as progress is made throughout the project. I will not exceed the total budget without receiving your prior authorization.




Mr. Bob Hart  
October 4, 2018

**Authorization**

I sincerely appreciate the opportunity to provide this proposal and look forward to working with you on this project. Should you find this proposal to be acceptable, please sign and date below and return a scanned copy to my e-mail address, [jerryh64@verizon.net](mailto:jerryh64@verizon.net). If you have any questions regarding this proposal please do not hesitate to call.

Sincerely,

Jerry Hodge & Associates, LLC

  
Owner

October 4, 2018

Accepted and Approved By:

\_\_\_\_\_  
(Signature)

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





RESOLUTION NO. 2018 - 11 - 05 - 03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CORINTH ECONOMIC DEVELOPMENT CORPORATION (THE "CEDC") AUTHORIZING THE CITY MANAGER OF THE CITY OF CORINTH, TEXAS (THE "CITY") TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH JERRY HODGE & ASSOCIATES FOR SERVICES RELATED TO THE ACQUISITION OF TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) RIGHT-OF-WAY LOCATED ON FOUR PROPERTIES IN THE QUADRANTS OF THE INTERSTATE HIGHWAY 35E AND CORINTH PARKWAY INTERCHANGE AND DRIVEWAY PERMITTING FOR THE PROPERTY LOCATED AT THE NORTHEASTERN CORNER OF THE SAID INTERCHANGE, SUBJECT TO APPROVAL BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS (AGREEMENT); AND DECLARING AN EFFECTIVE DATE.

WHEREAS, on the 5<sup>TH</sup> day of November, 2018, the CEDC convened in Regular Session to discuss, consider and provide a recommendation to the City Council of the City of Corinth, Texas on the Agreement for purposes of

incentivizing Utter Properties, L.L.C., pursuant to the Development Corporation Act of 1979 for expanding the operations of their automotive retail sales operations and creating new jobs in the City;

**WHEREAS**, the CEDC discussed, considered and provided an affirmative recommendation on approval of the Agreement; and

**WHEREAS**, the CEDC authorizes the President to execute the Agreement, subject to amendments and approval of the City Council of the City of Corinth, Texas.

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CEDC:**

**PART 1.** The President is authorized to execute the Agreement on the behalf of the CEDC.

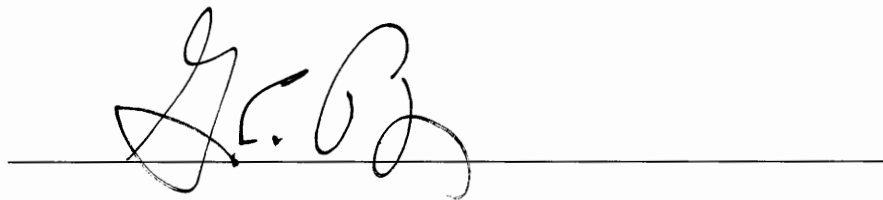
**PART 2.** This Resolution shall be effective immediately upon execution.

**PASSED AND APPROVED** by the Board of Directors of the CEDC on the 5<sup>TH</sup> day of November, 2018.

A handwritten signature consisting of stylized, overlapping letters, possibly 'JH', written in black ink above a horizontal line.

President

Corinth Economic Development Corporation

A handwritten signature in black ink, appearing to be 'G. B.', written above a horizontal line.

Secretary

Corinth Economic Development Corporation

**City Council Regular and Workshop Session**

**Meeting Date:** 11/15/2018

**Title:** Economic Development Incentive Agreement between the Corinth Economic Development Corporation and Utter Properties, L.L.C.

**Submitted For:** Jason Alexander, Director

**Submitted By:** Jason Alexander, Director

**City Manager Review: Approval:** Bob Hart, City Manager

---

**AGENDA ITEM**

Consider and act on a Resolution of the City Council authorizing the Corinth Economic Development Corporation to enter into an Economic Development Incentive Agreement with Utter Properties, L.L.C. to provide economic development assistance in an amount not to exceed \$24,790.00 for costs associated with a proposed facility expansion project (**SECOND READING**)

**AGENDA ITEM SUMMARY/BACKGROUND**

The Development Corporation Act of 1979 (the "**Act**") requires that a Type B Corporation conduct a public hearing and that the City Council of the municipality adopt a resolution and give the resolution at least two (2) separate readings before the corporation may undertake and fund a project. Pursuant to those provisions, this is the second reading of a resolution of the City Council authorizing the Corinth Economic Development Corporation (the "**CEDC**") to enter into an economic development incentive agreement pursuant to the Act with Utter Properties, L.L.C. (the "**Agreement**"). If the City Council adopts the resolution on the second reading, then the Agreement will become effective November 15, 2018 and expire December 31, 2022, in accordance with the provisions therein. The CEDC will provide economic development assistance to Utter Properties, L.L.C. in the amount of \$24,790.00 and in exchange, Utter Properties, L.L.C. will create or retain at least 157 jobs as specified within the Agreement.

**RECOMMENDATION**

The CEDC Board of Directors met in Regular Session on November 5, 2018. During their Regular Session, staff recommended that the CEDC Board of Directors provide an affirmative recommendation to the City Council on the Agreement. The CEDC Board of Directors considered, and acted on the Agreement, and voted unanimously to provide an affirmative recommendation to the City Council. In accordance with State law, the City Council must give the resolution two (2) separate readings. The reading of this Resolution, if adopted by the City Council, would be the second of the required readings and it would consummate City Council approval of the Agreement.

---

**Attachments**

Resolution of the City Council

---

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE CORINTH ECONOMIC DEVELOPMENT CORPORATION AND UTTER PROPERTIES, L.L.C. (DOING BUSINESS AS BILL UTTER FORD), PROVIDING AN INCENTIVE IN THE FORM OF A REIMBURSEMENT IN THE AMOUNT OF \$24,790.00 FOR THE EXPANSION OF BILL UTTER FORD; AUTHORIZING THE PRESIDENT TO EXECUTE SAID AGREEMENT ON THE BEHALF OF THE CORINTH ECONOMIC DEVELOPMENT CORPORATION; PROVIDING FOR TWO READINGS; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the Corinth Economic Development Corporation (“**CEDC**”) is a Type B Economic Development Corporation created pursuant to Chapters 501 and 505 of the Texas Local Government Code, as amended (the “**CODE**”);

**WHEREAS**, the City Council finds and determines that the expenditure by the CEDC as specified in the attached Economic Development Incentive Agreement (the “**AGREEMENT**”) will promote new or

expanded business development in the City, and otherwise meets the definition of a “**PROJECT**”, as that term is defined by Sections 501.101, 501.103 and 505.158 of the Code;

**WHEREAS**, Section 505.158 of the Code requires Type B Economic Development Corporations authorized by cities with a population of 20,000 or less and approving a project requiring an expenditure of \$10,000.00 or more may not undertake such project until the governing body of the city adopts a resolution authorizing the project after giving the resolution two separate readings;

**WHEREAS**, the City Council determines that this Resolution and the attached Agreement comply with and are authorized by the ballot proposition submitted to the voters of the City of Corinth, Texas in connection with the obligation of Type B sales and use tax; **AND**

**WHEREAS**, the City Council hereby determines it is in the best interest of the City of Corinth to adopt this Resolution approving the attached Agreement.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:**

**PART 1.** The attached Agreement between the CEDC and Utter Properties, L.L.C. is hereby approved.

**PART 2.** The CEDC President is authorized to execute this Agreement on the behalf of the CEDC.

**PART 3.** If any provision of this Resolution is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Council hereby declares that it would have passed such remaining portions of this Resolution despite such illegality, invalidity or unenforceability, which remaining portions shall remain in full force and effect.

**PART 4.** This Resolution shall be in full force and effect from and after its second reading.

**READ AND APPROVED** by the City Council of the City of Corinth, Texas at first reading on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**READ AND ADOPTED** by the City Council of the City of Corinth, Texas at second reading on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

---

Bill Heidemann

Mayor

**ATTEST:**

---

Kimberly Pence



**APPROVED AS TO FORM:**



City Attorney

**City Council Regular and Workshop Session**

**Meeting Date:** 11/15/2018  
**Title:** Public Safety Complex Roof Repair  
**Submitted For:** Lee Ann Bunselmeyer, Director  
**Submitted By:** Shea Rodgers, Technology Services Manager  
**Finance Review:** Yes **Legal Review:** N/A  
**City Manager Review: Approval:** Bob Hart, City Manager

---

**AGENDA ITEM**

Consider and Act on a proposal with Weatherproofing Services, allowing the City Manager to enter into an agreement for the emergency repair of the roof at the Public Safety Complex in the amount of \$93,350.

**AGENDA ITEM SUMMARY/BACKGROUND**

Since the completion of the remodel of the Public Safety Complex, there have been several issues with the roof. With the abnormal amount of rain Corinth has experienced this fall, it has become apparent that the roof needs to be repaired immediately. There are multiple areas in both the Police and Fire side of the building that have suffered from extensive water damage as a result of the leaking roof. Technology Services has met with several contractors that all recommended a membrane replacement for the majority of the roof.

The City has tentatively selected Weatherproofing Services (2336 Oak Grove Lane, Cross Roads, TX 76227) as the contractor of choice, since they warranted the same roof when the building was owned by CoServ. Additionally, this contractor is a Historically Underutilized Business (HUB) vendor, operating out of Denton County and is a member of The Interlocal Purchasing System (TIPS) contract vehicle contract No. 170201 Trades, Labor and Materials.

The first quote (attachment: MEMBRANE ROOF) shows the costs of replacing the Ethylene Propylene Diene Terpolymer (EPDM) synthetic rubber roofing material that exists mostly on the Fire side of the building and the Police sally port, for a subtotal of \$48,000.

The second quote (attachment: METAL ROOF) shows the costs of replacing the metal roof structure that exists mostly over the Police side of the building. Its subtotal is \$42,350.

The combined costs for both roof repairs is \$93,350.

**RECOMMENDATION**

It is the recommendation of Staff that the City Council approve the City Manager to enter into an agreement with Weatherproofing Services for the amount quoted to replace the roof at the Public Safety Complex.

---

**Fiscal Impact**

**Attachments**

MEMBRANE ROOF  
METAL ROOF

---



**PROPOSAL NUMBER:** 20181105-03-02

**DATE:** November 5, 2018

**TO:**

**JOB SITE:**

City of Corinth  
3300 Corinth Parkway  
Corinth, TX 76208

3501 Swisher Road  
Corinth, TX 76208

**ATTENTION:** Brenton Copeland

**RE:** Reroof

**Office** 940-498-3251

**Email:** [brenton.copeland@cityofCorinth.com](mailto:brenton.copeland@cityofCorinth.com)

*We propose to furnish equipment, labor and materials to complete the following scope:*

**EPDM Roof**

- Tear off existing EPDM roof system including gutters and flashings down to steel deck
- Install 2 layers of 2.6" ISO insulation mechanically attached metal deck (R-30)
- Install tapered insulation crickets at curbs
- Install GAF 60 mil TPO system over insulation fully adhered per GAF specification
- Install base flashings fully adhered to curbs and parapet walls
- Replace three sided flashing and cut EIFS to proper height for GAF approval
- Fabricate and install new gutter edge flashing and new gutter in 24 gauge pre-finished metal
- Fabricate and install new downspouts

Provide 20 year GAF NDL warranty

Provide two year contractor workmanship warranty

**Tips Contract No 170201 Trades, Labor and Materials**

**Price ..... \$ 48,000 Plus Tax**

NOTE:

Weatherproofing Services will **not be responsible** for the possibility of nor the presence of mold and/or mildew resulting from water entry and/or other sources. This includes any contamination prior to or after work was completed by Weatherproofing Services. This exclusion also pertains to microorganisms, biological organisms and/or organic contamination.

**Terms of Payment:** We will invoice 100% upon completion, due (10) ten days upon receipt of invoice.

All work to be done in a good workmanship like manner with daily removal of debris.

\_\_\_\_\_  
**Approved by:** (Signature)      **Date**      *Dan Whitfield*  
**Estimated By**

\_\_\_\_\_  
(Print Name)



**PROPOSAL NUMBER:** 20181105-03-02

**DATE:** November 5, 2018

**TO:**

**JOB SITE:**

City of Corinth  
3300 Corinth Parkway  
Corinth, TX 76208

3501 Swisher Road  
Corinth, TX 76208

**ATTENTION:** Brenton Copeland

**RE:** Metal Restoration

**Office** 940-498-3251

**Email:** [brenton.copeland@cityofCorinth.com](mailto:brenton.copeland@cityofCorinth.com)

*We propose to furnish equipment, labor and materials to complete the following scope:*

**Metal Roof Restoration**

- Power wash roof
- Remove foreign products on repaired areas by others
- Re-work all metal details at roof penetrations for proper drainage and structural correction as needed
- Replace north and south edge metal details
- Apply the GAF Topcoat System to achieve 10 year manufacturer labor and material warranty
- Correct damaged panel area
- Tear out old flashings as needed at penetrations
- Re-flash penetrations with GAF Topcoat Flashgrade membrane
- Seal all seams fasteners per GAF specification
- Apply Topcoat liquid membrane (white) at a rate of 2 gallons per 100 SF
  
- Provide 2 year contractor workmanship warranty
- Provide 10 year GAF NDL warranty on material and labor

All work to be done in a good workmanship like manner with daily removal of debris.

**Price** ..... **\$ 42,350 Plus Tax**

*Tips Contract No 170201 Trades, Labor and Materials*

NOTE:

Weatherproofing Services will **not be responsible** for the possibility of nor the presence of mold and/or mildew resulting from water entry and/or other sources. This includes any contamination prior to or after work was completed by Weatherproofing Services. This exclusion also pertains to microorganisms, biological organisms and/or organic contamination

\_\_\_\_\_ *Dan Whitfield* \_\_\_\_\_  
**Approved by:** (Signature)      **Date**      **Estimated By**

**City Council Regular and Workshop Session**

**Meeting Date:** 11/15/2018  
**Title:** Public Safety HVAC Repair  
**Submitted For:** Lee Ann Bunselmeyer, Director  
**Submitted By:** Shea Rodgers, Technology Services Manager  
**Finance Review:** Yes **Legal Review:** Yes  
**City Manager Review: Approval:** Bob Hart, City Manager

---

**AGENDA ITEM**

Consider and Act on a proposal with CBS Mechanical, Inc., allowing the City Manager to enter into an agreement for the replacement of the geothermal HVAC units at the Public Safety Complex in the amount of \$78,180.

**AGENDA ITEM SUMMARY/BACKGROUND**

During the remodel of the Public Safety Complex, the City elected to retain the existing geothermal units in the Fire side of the building. These units have been working intermittently and require constant maintenance. One unit of the six was replaced shortly after occupying the building, since it completely stopped working, leaving five geothermal units in place. This inconsistent service from the remaining units is resulting in several areas of the building, particularly the Technology Services wiring closets housing network switches, to become well above the comfort threshold.

In the six months of occupancy, Technology Services has spoken with several contractors, all of whom have recommended a complete replacement of the geothermal HVAC system and recommended doing so at the same time as the roof repair, since the contractors can work in conjunction with one another to ensure that any holes or mounting points made for the new HVAC units can be properly patched on the roof.

The City has tentatively selected CBS Mechanical, Inc. (5000 Energy Pl. Bld 100, Denton, TX 76207) as the contractor of choice as they were the contractor selected to replace the first malfunctioning geothermal unit. Technology Services also received a quote from Johnson Controls, Inc., but the cost for replacement was considerably more than CBS. Additionally, Gexa Energy, LP. requested to be considered for a bid, but due to the time constraint, has not been able to provide the City with a quote.

CBS Mechanical has provided the City with their bid (attachment: HVAC REPLACEMENT), totalling \$68,180. They are estimating an additional \$10,000 of electrical work would be needed to convert those units. CBS Mechanical will subcontract out this electrical work.

In compliance with Corinth's Purchasing Policy, due to the emergency nature of this purchase, staff is requesting the Council to approve the contract with CBS Mechanical under Sec 252.022 of the Texas Government code as a procurement necessary because of unforeseen damage to public machinery, equipment, and or property.

**RECOMMENDATION**

It is the recommendation of Staff that the City Council approve the City Manager to enter into an agreement with CBS Mechanical, Inc. for the amount quoted to replace the geothermal HVAC units at the Public Safety Complex.

---

**Fiscal Impact**

**Attachments**



# Proposal

TX DEPARTMENT OF LICENSING & REGULATIONS  
 P.O. BOX 12157 AUSTIN, TX 78711  
 1-800-803-9202 or 1-512-463-6599  
 DFW MSDC #DL11020  
 HUB #1752405190500 VENDOR #01126  
 NCTRCA #HMMA44906Y0411



M-37543  
 TX STATE BOARD OF PLBG. EXAMINERS  
 P.O. BOX 4200  
 AUSTIN, TX 78765  
 5000 ENERGY PLACE, BLDG. 100  
 DENTON, TX 76207  
 PHONE: (940) 383-4357  
 FAX: (940) 383-8713

**Attn: BRENTON COPELAND**

PROPOSAL SUBMITTED TO <b>CITY OF CORINTH/LAKE CITIES FIRE</b>		PHONE	DATE <b>11/6/2018</b>
STREET		JOB NAME <b>GEO THERM UNIT REPLACEMENT</b>	
CITY, STATE AND ZIP CODE		JOB LOCATION	
PLANS BY	DATE OF PLANS	FAX	

REPLACE EXISTING 6-GEO THERMAL UNITS WITH SPLIT SYSTEMS (TRANE)  
 COMFORT BALANCE THE DUCTWORK ON THESE UNITS  
 RELOCATE T-STAT FROM QUARTERMASTER ROOM TO HALLWAY UNIT IS SERVIING  
 INCLUDES EQUIPMENT RAILS FOR ROOF MOUNTED CONDENSERS.  
 REMOVE AND CAP EXISTING GEO THERMAL LINES ABOVE SLAB  
 UNITS ARE HEAT PUMP WITH EMERGENCY ELECTRIC HEAT

**MECHANICAL BASE BID \$ 68,180.00**

**BASE BID DOES NOT INCLUDE:**

- PITCH PANS OR FLASHINGS FOR ROOF PENETRATIONS**
- CUSTODIAL OVERTIME BY OTHERS, MINIMUM 8 HOUR WORK DAY**
- SALES TAX**
- HAUL OFF OF SPOILS**
- DUMPSTERS PROVIDED BY OTHERS**
- COMMISSIONING BY OTHERS**
- IMPACT FEES**
- STRUCTURAL SUPPORT FOR CURBS**
- PAINTING OR PATCHING**
- ROOF WORK**
- ANY PLUMBING 5' OUTSIDE OF BUILDING**
- BID, MAINTANANCE, PAYMENT AND PERFORMANCE BOND**
- PREMIUM TIME**
- CONCRETE POUR BACK**
- DUCT CLEANING**
- HOUSE KEEPING PADS, INSTALLATION OR REMOVAL**
- INDEPENDENT CERTIFIED TEST AND BALANCE**
- ALLOWANCES**

It is agreed that in arriving at the above prices for labor and materials it is contemplated by the parties that the same will be paid to the order of CBS Mechanical Services, Inc. at its' place of business in Denton, Texas, promptly as provided herein, and in the event same is not so paid we agree to pay interest at the highest rate allowed by law on same amount from its due date and in the event the same is collected through suit or through an Attorney, the Probate Court or Bankruptcy Court, we agree to pay reasonable collection expenses, including but not limited to attorney's fee thereon. If it becomes necessary to file lien to secure funds under this agreement we hereby agree to reimburse CBS Mechanical Services, Inc. for expenses incurred in the preparation of said lien the sum of \$300.00, in addition to the foregoing reasonable collection expenses, including but not limited to attorney's fees.

CBS MECHANICAL SERVICES, INC. PROVIDES COMPREHENSIVE GENERAL LIABILITY, WORKERS COMPENSATION, AUTOMOBILE LIABILITY AND EXCESS LIABILITY INSURANCE COVERAGE. A CERTIFICATE IS AVAILABLE ON REQUEST.

**We Propose** to hereby furnish material and labor - complete in accordance with the above specifications, for the sum of:  
**SEE ABOVE** Dollars (\$ \_\_\_\_\_ )

Payment to be made as follows:

**Due Upon Completion**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration to, or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

*Brian McCall*

Brian McCall

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_