



4601 Padre Blvd  
South Padre Island, Texas 78597  
[www.MySPI.org](http://www.MySPI.org)

## Invitation to Bid Construction Services

# **(2024) ITB NO: 08-79-05624 Historical Museum of South Padre Island Renovation Project**

Bids must be received before:

April 11, 2024

2:00 p.m. central time

City of South Padre Island

ATTN: City Secretary

4601 Padre Blvd.

South Padre Island, TX 78597

**City of South Padre Island – City Secretary**

4601 Padre Blvd • South Padre Island, TX 78597 • (956) 761-8109 • Fax (956) 761-3888

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**TABLE OF CONTENTS**

**INSTRUCTIONS to BIDDERS** ..... 3

**BID TERMS and CONDITIONS** ..... 4

**CONTRACTOR'S PROPOSAL** ..... 13

**CONTRACTOR'S EXPERIENCE and QUALIFICATIONS** ..... 14

**CERTIFICATION and ACKNOWLEDGMENT** ..... 16

**GENERAL and SPECIAL CONDITIONS of AGREEMENT** ..... 17

**STANDARD FORM of AGREEMENT for CONSTRUCTION** ..... 19

## INSTRUCTIONS TO BIDDERS

Bids are solicited for Historical Museum of South Padre Island Renovation Project with the following definitions, terms and conditions of bidding. This bid contains the City's standard contract terms, conditions and insurance requirements, attached as Exhibit A.

### A. NOTICE

Sealed bids are due at 2:00 p.m. on April 11, 2024 after which time all qualified bids will be opened and publicly read aloud at 4601 Padre Blvd, South Padre Island, Texas 78597. Bids received after the specified deadline will be returned unopened.

**Sealed bids shall be clearly marked with the bid number and title and addressed to the City of South Padre Island – City Secretary. Bids shall be delivered using one of the following:**

<b>Hand-deliver to:</b>	<b>Mail to:</b>	<b>Ship to (FedEx, UPS, DHL):</b>
4601 Padre Blvd	4601 Padre Blvd.	4601 Padre Blvd.
South Padre Island, TX 78597	South Padre Island, TX 78597	South Padre Island, TX 78597

### B. LOCATION AND DESCRIPTION OF PROJECT

The project consists of the partial demolition, renovation and conversion of a one-story 5,000 sq. ft. office building into the Historical Museum of South Padre Island, located at 610 Padre Blvd., South Padre Island, TX 78597. The project is partially funded by the U.S. Department of Commerce Economic Development Administration.

### C. PRE-BID CONFERENCE

A Pre-Bid Meeting will be held at 4601 Padre Blvd., South Padre Island, TX, 78597 at 2:00pm, central time on March 28<sup>th</sup>, 2024. This meeting is not mandatory, but attendance is highly recommended.

### D. COPIES OF BIDDING DOCUMENTS

A complete set of Bidding and Contract Documents will be made available for no charge on a flash drive (or other electronic means) at:

City of South Padre Island  
Attn: City Secretary  
4601 Padre Blvd.  
South Padre Island, TX 78597

Vendors may receive notice of bids from the City of South Padre Island from a variety of channels. Approved methods of dissemination include: City of South Padre Island website or the City of South Padre Island or City Secretary. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your bid non-compliant. City of South Padre Island accepts no responsibility for the receipt or notification of solicitations through any other source.

### E. BID SECURITY

A Certified Cashier's Check or an acceptable Bid Bond in an amount of not less than five (5) percent of the total amount bid, shall accompany each bid proposal.

### F. BONDS



The successful bidder will be required to furnish a Payment Bond and Performance Bond in the amount of the contract. Bidders may not withdraw their Bid Proposal within 60 calendar days of the bid opening date.

**G. QUESTIONS and INQUIRIES**

The deadline for written questions is April 4th at @ 2:00 p.m. Questions and inquiries about this Solicitation shall be submitted in writing to the following individual:

Landry Architecture, LLC  
Attention: Peggy Landry  
[peggy@landryarch.com](mailto:peggy@landryarch.com)  
Email Subject Line: SPI Historical Museum

**H. SCHEDULE OF IMPORTANT DATES**

The tentative schedule for this Solicitation is as follows:

Release ITB to Vendor	March 14 <sup>th</sup> , 2024
Advertisement Dates	March 14 <sup>th</sup> , 2024 March 21 <sup>st</sup> , 2024
Pre-Bid Conference	March 28 <sup>th</sup> , 2024 at 2:00pm
Deadline for Questions and Inquiries	April 4 <sup>th</sup> , 2024 by 2:00pm
ITB Due Date	April 11 <sup>th</sup> , 2024 by 2:00pm
Earliest Award by City	April 11 <sup>th</sup> , 2024

**BID TERMS and CONDITIONS**

**A. DEFINITION OF TERMS**

In order to simplify the language throughout this bid, the following definitions and those defined in the Contract Documents shall apply:

**BIDDER** - A contractor who submits a Bid directly to the City.

**BIDDING DOCUMENTS** - the Advertisement, Instructions to Bidders, Bid Terms and Conditions, the Proposal, Special Provisions, Technical Specifications and the proposed Contract Documents (including all Addenda issued prior to the receipt of Bids).

**CITY OF SOUTH PADRE ISLAND** – Same as City.

**CITY COUNCIL** – The elected officials of the City of South Padre Island, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

**CONTRACT** – An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.

**CONTRACTOR** – The successful Bidder(s) of this bid request.

**CITY** – The government of the City of South Padre Island, Texas.

**OWNER** – City of South Padre Island.

**SUB-CONTRACTOR** – Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this bid request.

**SUCCESSFUL BIDDER** - the lowest, qualified, responsible and responsive Bidder to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.

**SUPPLIER** – Same as Contractor.

## **B. PREBID CONFERENCE**

A Pre-Bid Meeting will be held at 4601 Padre Blvd., South Padre Island, TX, 78597 at 2:00pm, central time on February 8<sup>th</sup>, 2024. This meeting is not mandatory, but attendance is highly recommended.

Representatives of the Owner will be present to discuss the project. Bidders are highly encouraged to attend and participate in the conference. Owner's Representative will transmit to all prospective bidders of record such Addenda as he considers necessary in response to questions arising at the conference.

## **C. GENERAL BID PROVISIONS**

1. The Invitation to Bid as advertised will be considered an inclusion of the specifications and conditions.
2. The term "Owner" as used throughout these documents will mean The City of South Padre Island, Texas.
3. Bid proposals will be submitted on the forms provided by Owner. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initialed in ink by the person signing the proposal. Do not use a whiteout or other cover products on mistakes.
4. Formal advertised bids indicate date and time by which the bids must be received at the designated location. Bids received after that time will be returned unopened to the bidder.
5. The bidder will note any exceptions to the conditions of this bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.
6. Bidders may request withdrawal of a posted sealed proposal prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the City of South Padre Island in writing. Owner reserves the right to reject any and all bids by reason of this request.
7. In the event there are inconsistencies between the general provisions and other bid terms or conditions contained herein, the former will take precedence.
8. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner's employees, unless such clarification of change is provided to bidders in written addendum form from the City of South Padre Island.
9. All bids will be awarded to the lowest responsible bidder. The determination of the lowest responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to perform the contract, previous performance, facilities and equipment, availability of repair parts, qualifications and experience, delivery promise, payment terms, compatibility as required, other costs, and other objectives and accountable factors which are reasonable.
10. Owner may give an environmental preference to products or services that have a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. This comparison may consider raw materials

acquisition, product, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service;

11. Bidders may be disqualified and rejection of proposals may be recommended to the Owner for any (but not limited to) of the following causes: 1) Failure to use the proposal form furnished by the Owner; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of a certified Cashiers Check or Bid Bond (if required) proposal guarantee; 6) Unauthorized alteration of bid form; 7) Lack of appropriate qualifications and experience relative to the size and scope of the work proposed; 8) Unsatisfactory performance; 9) Failure to complete projects or 10) Loaded or unbalanced bids. Owner reserved the right to waive any minor informality or irregularity.
12. Whenever in this invitation, any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacture, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and will be deemed to be followed by the words "or equal." Contractor shall provide exactly such items in his bid as described, unless approved pursuant to other provisions provided herein.
13. Samples of items shall be furnished, if requested by the Owner, without charge, and if not destroyed, shall be returned upon request at the bidder's expense.
14. It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of Owner and any sureties.
15. Contractor must provide audited financial statements, if requested, to the City.
16. Prices in the Bid Proposal shall be presented in the format requested (Unit Price, Lump Sum, etc.)
17. No freight or delivery charges will be accepted unless shown on bid.
18. Owner is exempt from State Retail Tax and Federal Excise Tax. The price bid must be net, exclusive of taxes.
19. All bidders will comply with all Federal, State, and local laws relative to conducting business in the City of South Padre Island. The laws of the State of Texas will govern as to the interpretation, validity, and effect of this bid, its award and any contract entered into.
20. The successful bidder agrees by entering into this contract, to defend, indemnify and hold Owner harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.
21. Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will operate to void all proposals of that particular bid solicitation or request.
22. Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

#### **D. QUALIFICATIONS OF BIDDERS**

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of City's request, written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below. Each Bid must contain evidence of the Bidder's qualifications to do business in the State of Texas or covenant to obtain such qualification prior to award of the contract.

In determining a bidder's qualifications, the following factors will be considered:

1. Work previously completed by the bidder and whether the bidder:
  - a. maintains a permanent place of business,
  - b. has adequate plant and equipment to do the work properly and expeditiously,
  - c. has paid or settled all claims for payment promptly,
  - d. has appropriate technical experience,
  - e. has job references for work of similar size and scope to the project bid herein; and
  - f. satisfactory performance and completion of public, or comparable, projects.
2. The safety record of the Bidder, of the corporation, partnership, or institution represented by the Bidder, or of any one acting for such firm, corporation, or partnership.

Each Bidder may be required to show that he has properly completed similar type work and that no claims are now pending against such work. No bid will be accepted from any bidder who is engaged in any work that would impair his ability to fully execute, perform or finance this work.

The General/Sub-Contractors Experience Data Sheet following the proposal must be filled out and submitted with the bid for consideration. Failure to include a completed Data Sheet may result in the rejection of the bid.

#### **E. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

1. It is the responsibility of each Bidder before submitting a Bid, to:
  - a. examine the Contract Documents thoroughly,
  - b. visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work,
  - c. consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work,
  - d. study and carefully correlate Bidder's observations with the Contract Documents, and
  - e. notify Owner's Representative of all conflicts, errors or discrepancies in the Contract Documents.
  - f. visit with local utilities, including cable companies, and other entities that may have underground or above-ground infrastructure in the work area for infrastructure location.
2. Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site is based upon information and data from the Owner's files for its underground facilities and information and data furnished by owners of other underground facilities. Owner does not assume responsibility for the accuracy or completeness thereof.
3. Before submitting a Bid each Bidder will be responsible to make or obtain such explorations, at bidders expense and not to be added into cost of bid if accepted (tests and data concerning physical conditions - surface, subsurface and underground facilities - at or contiguous to the site, or otherwise) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
4. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment or disposal of spoil are to be provided by Contractor. Contractor is responsible for obtaining all permits required for any of the before mentioned purposes prior to beginning work in accordance with the Standard Form Of Agreement, Paragraph 35 Permits and Licenses.

5. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. No pleas of ignorance of conditions that may be encountered in their execution of the Work under this contract, that is a result of failure to make the necessary examinations and investigations herein above indicated, will be accepted as an excuse for the failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the Contract Documents. In no event shall a claim for extra compensation or for an extension of time be allowed for failure to thoroughly examine all requirements of Contract Documents.

**F. INTERPRETATIONS and ADDENDA**

All questions about the meaning or intent of the Contract Documents are to be directed to the Owner. Interpretations or clarification considered necessary by Owner's Representative in response to such questions will be issued by Addenda and mailed or otherwise delivered to all parties recorded by Owner's Representative as having received the Bidding Documents. Questions received less than 48 hours prior to opening of Bids will not be answered. Only questions answered by a formal written Addenda will be binding. No oral and other interpretations or clarification will be considered official or binding.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

To properly qualify his bid, each Bidder shall, prior to filing his Bid, check the receipt of all Addenda or letters of clarification issued and acknowledge such receipt on the Proposal Form or on a separate attachment to the bid. Bids without such acknowledgment of all issued Addenda and letters of clarification may cause your bid to be considered non-responsive. Such Addenda and letters of clarification shall become a part of the executed contract and modify the contract documents accordingly.

**G. BID SECURITY**

Bidders must submit with their Bids a Cashier's Check or a Certified Check in the amount of five (5%) percent of the maximum amount of Bid payable without recourse to the City of South Padre Island, Texas, or a bid bond in the same amount from a surety company holding permit from the State of Texas to act as a surety, as a guarantee that Bidder will enter into a contract and execute bond and guarantee forms within fifteen (15) days after notice of award of contract. Bids without checks, as stated above, or acceptable bid bond may not be considered.

Bid Security shall be in effect from the opening of the Bid and will be retained until a Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Security will be returned. A Bidder may withdraw its Bid at any time until the Agreement is signed. However, it will forfeit its Bid Security in doing so if no material mistake was made in the Bid.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days after the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until 5 days after the Agreement is executed whereupon Bid Security furnished by such Bidders will be returned.

Bid Security with Bids which are not competitive will be returned within seven days after the Bid opening.

**H. CONTRACT TIME**

The times for Substantial Completion and Final Completion are set forth in the Special Provisions and will be included in the Standard Form of Agreement. It will be necessary for the Successful Bidder to satisfy the City of the Bidder's ability to achieve Substantial Completion and Final Completion within the times designated in the Special Provisions.

**I. LIQUIDATED DAMAGES**

TIME IS OF THE ESSENCE IN THIS CONTRACT. Failure to meet Substantial or Final Completion dates will result in damages to the city in an amount specified in City's Standard Form of Agreement.

**J. SUBSTITUTE OR "OR EQUAL" ITEMS**

The materials and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by Owner's Representative at least five (5) working days prior to the date for receipt of Bids or until after the contract for the work has been signed. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The Owner's Representative's decision of approval or disapproval of a proposed substitution shall be final. If Owner's Representative approves any proposed substitution before the date for receipt of bids, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

**K. BID FORM**

All blanks on the Bid Form must be completed in ink or by typewriter. Unfilled blanks may result in the bid being disqualified.

Any financial amounts written in words will supersede amounts written by numbers in the Bid Form.

Bids by corporations must be executed in the corporate name by the corporate officer authorized to sign for the corporation, accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and accompanied by evidence of authority to sign. The fiscal address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda. The numbers and dates of which must be filled in on the Bid Form or on a separate attachment to the Bid.

The address and telephone number(s) for communication regarding the Bid must be shown.

All of the data on the GENERAL/SUB-CONTRACTORS EXPERIENCE AND DATA INFORMATION sheet must be completely filled in.

**L. SUBMISSION OF BIDS**

A Bid shall be submitted at the time and place indicated in the Advertisement. It shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of the Bidder. The Bid shall be accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

Each Bidder should, prior to filing his Bid check the receipt of all Addenda or letters of clarification issued and acknowledge such receipt on the outside of the envelope containing his Bid proposal.

**M. MODIFICATION AND WITHDRAWAL OF BIDS**

Bids may be modified or withdrawn by an appropriate document duly executed, in the described manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

If prior to the award of the contract by the City Council, any Bidder files a duly signed, written notice with Owner's Representative and promptly thereafter demonstrates to the reasonable satisfaction of Owner's Representative that there was a material mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

**N. OPENING OF BIDS**

Properly prepared Bids will be opened publicly and read aloud. A summary of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids. A tabulation of the Bids which are read will be available upon request as soon as it has been assembled and verified.

Bids received after the specified time of the opening will be returned unopened.

**O. BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

All bids will remain subject to acceptance, for 60 days after the date of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

**P. AWARD OF CONTRACT**

Owner reserves the right to reject any and all Bids, to waive any and all informalities and irregularities not involving price, time, or changes in the Work and to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, time of construction, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

Owner may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of subcontractors, suppliers, and other persons and organizations must be submitted as provided. Owner may also consider the operating costs, maintenance requirements, performance data and guarantees of major

items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

If the contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within 60 days after the day of the Bid opening.

Bid prices may be compared after adjusting for differences in the time designated in the Bid for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Standard Form of Agreement for liquidated damages indicated for Substantial Completion for each day after the desired date appearing in City's Standard Form of Agreement.

To facilitate the evaluation process, the City will be scoring the Bid per the following:

Contractor/Qualifications and Past Experience	20 Points
Reference Background	10 Points
Similar Work	10 Points
Bid Proposal Amount	60 Points
<b>Total Points Available</b>	<b>100 Points</b>

**Q. CONTRACT SECURITY**

BOND PROVISIONS of the Standard Form of Agreement set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

**R. SIGNING OF AGREEMENT**

The Successful Bidder shall execute the Contract and provide proof of insurance as detailed in the Standard Form of Agreement based on Staff recommendation prior to Council action. No later than 15 days of Award, all required Bonds shall be delivered to Owner. A fully executed contract will be presented to Successful Bidder.

**S. PERSONAL INTEREST**

No employee or City Council Member of the City may have any financial interest, directly or indirectly, in any proposed or existing agreement, purchase, work, sale or service to, for, with or by the City.

**T. DISCLOSURE OF INTERESTED PARTIES**

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

For purposes of this section, the following definitions apply:



“Interested party” means a person who has a controlling interest in a business entity with whom the City contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker intermediary, advisor, or attorney for the business entity.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Intermediary," means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

1. Receives compensation from the business entity for the person's participation;
2. Communicates directly with the City on behalf of the business entity regarding the contract; and
3. Is not an employee of the business entity.

The process as implemented by the Texas Ethics Commission (“TEC”) is as follows:

1. The disclosure of interested parties must be performed using the [Texas Ethics Commission’s electronic filing application](#) listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
2. The copy of Form 1295 submitted to the City must be notarized and contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government Code, “at the time the business entity submits the signed contract” to the City.

The City, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

**CONTRACTOR'S PROPOSAL**

1. Provide all necessary labor, materials, and supplies for the partial demolition, renovation and conversion of a one-story 5,000 sq. ft. office building into the Historic Museum of South Padre Island, located at 610 Padre Blvd, South Padre Island, Texas 78597.

LUMP SUM \$ \_\_\_\_\_

TOTAL number of calendar days to substantial completion \_\_\_\_\_

BY: \_\_\_\_\_  
*Signature* *Date*

\_\_\_\_\_  
*Printed Name* *Title*

COMPANY: \_\_\_\_\_

Bidder Address: \_\_\_\_\_

Bidder Phone Number: \_\_\_\_\_

# CONTRACTOR'S EXPERIENCE and QUALIFICATIONS

Name of Company: \_\_\_\_\_

Company Years in Business: \_\_\_\_\_

**List Municipal Projects  
(Similar Projects in Size and Scope Completed in Last Five Years)**

Project	Municipality	\$Amount	Type	Date

**Superintendent & Project Manager Information**

Include Superintendent proposed for the project, years of experience as superintendent, project manager proposed for the project, and years experience as project manager

Superintendent	Years Experience	Projects

Project Manager	Years Experience	Projects

**References**

**Name 5 projects of similar work, giving owner's name, representative's name, project engineers name, and telephone numbers for each**

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## GENERAL and SPECIAL CONDITIONS OF AGREEMENT

### A. GENERAL CONDITIONS OF AGREEMENT

The Standard Form of Agreement between Owner and Contractor shall be governing conditions of this contract.

#### 1. STANDARD SPECIFICATIONS FOR CONSTRUCTION--CITY OF SOUTH PADRE ISLAND

- a. **FACILITIES:** All building construction and related installations shall conform to the City's latest adopted editions of the 2018 International Building Code, 2018 International Residential Code without Section R313 (deleted), 2015 International Fire Code without Appendices L and M (deleted), 2018 International Mechanical Code, 2018 International Plumbing Code, 2018 International Fuel Gas Code, 2014 National Electrical Code, 2018 International Energy Conservation Code, 1997 Standard Housing Code, and the 1985 Unsafe Building Abatement Code and all other amendments thereto except as modified by the Code of Ordinances. All other City of South Padre codes and ordinances shall also apply.
- b. **CIVIL CONSTRUCTION:** These specifications shall be used in conjunction with the City of South Padre Island's Standard Specifications of Water and Sewer Construction and Street Construction and is hereby incorporated by reference and those specifically provided for in Chapter 23 of the Code of Ordinances, City of South Padre Island. All City of South Padre codes and ordinances shall apply.

Any discrepancies between the City standards and these specifications shall be clarified per the instructions in Paragraph 9.0, "INTERPRETATIONS AND ADDENDA" in the instructions to Bidders.

### B. SPECIAL CONDITIONS OF AGREEMENT

1. **MEASUREMENTS:** All work not specifically set forth as a pay item in the Proposal shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the various unit prices listed in the Proposal.
2. **QUANTITIES:** Where unit quantities are shown on each bid item of the Proposal, they shall be construed to represent approximate quantities of Work to be completed. Final quantities will be determined by measurement on the site of the completed Work. Work performed outside of specified limits will not be included in final measurement. Bidders are hereby notified that no incidental items of the Work will be paid for unless it is listed in the Proposal form as a pay item.
3. **EXPLOSION, COLLAPSE AND UNDERGROUND HAZARDS (XCU):** Contracts where trenching depths exceed twelve (12) feet shall require additional coverage for the following General Liability hazards:

<u>Explosion</u>	Applies to blasting operations
<u>Collapse</u>	Applies to excavation and grading work adjacent to structure
<u>Underground</u>	Applies to excavation, burrowing, trenching, tunneling, etc. For example, severing an electrical line during excavation operations.

An additional premium may be assessed by contractors insurance provider. Successful contractors responsible for assessing depth based on plans and specifications contained herein.

4. TRAFFIC CONTROL. When work is performed in or immediately adjacent to a public street right-of-way, the Contractor shall submit to the City Engineer a traffic control plan for each public right-of-way he enters prior to the pre-construction meeting. This plan shall be in conformance to the Texas Manual on Uniform Traffic Control Devices. Once reviewed, the plans will be returned to the Contractor with comments.

Approved Traffic Control Plans shall be in the possession of the contractor on site during all work within the designated right of way.

5. MATERIAL STAGING. Contractor is responsible for identifying and securing a suitable site for the storage of materials and other construction related items unless such a site is specifically identified in the plans.
6. PERMITS. Contractor will be required to get permits pursuant to contract documents; however, city will waive the fees.
7. STORMWATER PERMIT. For construction areas disturbing more than one (1) acre of land, Contractor shall provide a Storm Water Pollution Prevention Plan and all related inspections, rain gages, signage, subsidiary to the contract.
8. SURVEY. The Owner will provide a one-time survey staking of key construction points, bench marks, horizontal controls, building corners, or utility appurtenances as deemed necessary by the City Engineer. Additional construction staking, or replacement staking, will be at the contractor's expense.
9. CONTRACTOR PARKING and BATHROOMS. Unless noted otherwise in the bid documents and plans, the installation of temporary bathroom facilities on the site will not be allowed. Parking for construction related vehicles, worker vehicles, and other equipment may be limited at the construction site. The Contractor should anticipate the need to provide for off-site parking subsidiary to the bid price in the contract.
10. FIELD OFFICES. The Contractor will not be required to maintain a field office at the construction site. In the event that the Contractor wishes to have a temporary project office, approval will be required by the Owner. The cost for the installation of all utilities will be paid by the Contractor.
11. DRAINAGE AND EROSION CONTROLS. The contractor will be responsible for designing, installing and maintaining interim drainage and erosion controls for the construction site. Surface drainage channels, culverts, or other features will be maintained by the contractor in such a way to minimize the impacts from storm water to offsite properties.
12. CONTRACT FORMS, BONDS AND CERTIFICATES. The Standard Form of Agreement bond forms listed below will be made a part of the executed contract documents and are made a part of these specifications:
  - a. PERFORMANCE BOND
  - b. PAYMENT BOND

These forms are not to be filled in by the bidder at the time of submitting his proposal.

**EXHIBIT A  
STANDARD FORM OF AGREEMENT  
CONSTRUCTION SERVICES**

**STANDARD FORM OF AGREEMENT  
CONSTRUCTION SERVICES OVER \$50,000  
(with bond forms)**

This Agreement is entered into by and between the **City of South Padre Island**, a Texas home-rule municipal corporation (the "City") and \_\_\_\_\_, a corporation (the "Contractor"), for the construction and/or installation of \_\_\_\_\_.

**1. DEFINITIONS**

1.01. Calendar Day. A "calendar day" is any day of the week or month, no days being excepted.

1.02. City. Whenever the word "City" is used, it shall mean and be understood as referring to the City of South Padre Island, Texas.

1.03. City's Representative. Whenever the words "City's Representative" or "Representative" are used, it shall mean and be understood as referring to the City Manager or his delegate, who shall act as City's agent. The City's Representative may inspect and issue instructions but shall not directly supervise the Contractor.

1.04. Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices times the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City.

1.05. Contract Documents. The term "Contract Documents" shall mean those documents listed in Paragraph 2.01.

1.06. Contractor. Whenever the word "Contractor" is used, it shall mean the person(s), partnership, or corporation who has agreed to perform the work embraced in this Agreement and the other Contract Documents.

1.07. Extra Work. The term "Extra Work" shall mean and include work that is **not** covered or contemplated by the Contract Documents but that may be required by City's Representative and approved by the City in writing **prior** to the work being done by the Contractor.

1.08. Final Completion. The term "Final Completion" shall mean that all the work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.



1.09. Interpretation of Phrases. Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of City's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to City's Representative.

1.10. Nonconforming work. The term "nonconforming work" shall mean work or any part thereof that is rejected by City 's Representative as not conforming with the Contract Documents.

1.11. Parties. The "parties" are the City and the Contractor.

1.12. Project. The term "Project" shall mean and include all that is required to obtain a final product that is acceptable to the City. The term "work" shall have like meaning.

1.13. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due.

1.14. Substantially Completed. The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

1.15. Work. The term "work" as used in this Agreement shall mean and include all that is required herein to obtain a final product that is acceptable to the City. The term "Project" shall have like meaning. This Project includes the following:

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1.16. Working Day. A "working day" means any day not including Saturdays, Sundays, or legal holidays.

## **2. CONTRACT DOCUMENTS**

2.01. The Contract Documents and their priority shall be as follows:

- 2.01.01. This signed Agreement
- 2.01.02. Addendum to this Agreement
- 2.01.03. General Conditions
- 2.01.04. Special Conditions
- 2.01.05. Technical specifications

- 2.01.06. Drawings
- 2.01.07. Instructions to Bidders and any other notices to Bidders or Contractor
- 2.01.08. Performance bond, Payment bonds, Bid bonds and Special bonds
- 2.01.09. Contractor's Proposal

2.02. Where applicable, the Contractor will be furnished three (3) sets of plans, drawings, specifications, and related Contract Documents for its use during construction. Plans and specifications provided for use during construction shall be furnished directly to the Contractor only.

2.03. The Contractor shall distribute copies of the plans and specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the plans and specifications accessible at the work site with the latest revisions noted thereon. For proper execution of the work contemplated by this Agreement, additional sets of drawings, plans and specifications may be purchased by the Contractor.

2.04. All drawings, specifications, and copies thereof furnished by the City shall not be re-used on other work, and with the exception of one (1) copy of the signed Contract Documents, all documents, including sets of the plans and specifications and "as built" drawings, are to be returned to the City on request at the completion of the work. All Contract Documents, models, mockups, or other representations are the property of the City. In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the City's interpretation. The terms and conditions of this Clause 2.04, however, shall not relieve the Contractor of any of the obligations set forth in Paragraphs 8.01. and 8.02.

### 3. AWARD OF CONTRACT

3.01. Upon the award of the contract by the City Council, the parties shall execute this Agreement, and the Contractor shall deliver to City's Representative all documents, bonds, and certificates of insurance required herein.

3.02. **Time is of the essence of this Agreement.** Accordingly, the Contractor shall be prepared to perform the work in the most expedient and efficient possible manner in order to complete the work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the notice to proceed. The notice to proceed may be given by oral notification or set by City's Representative at the post-contract award conference. **The notice to proceed may not be given, nor may any work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under Paragraphs 27 and 28 (Insurance & Bonds).**

3.03. **Contract Amount.** Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed \_\_\_\_\_/100 Dollars (\$\_\_\_\_\_).

### 4. CITY'S REPRESENTATIVE

4.01. The Contractor shall forward all communications, written or oral, to the City through the City's Representative.

4.02. The City's Representative may periodically review and inspect the work of the Contractor.

4.03. The City's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City's Representative may deem proper to inspect the work performed under this Agreement and ensure that said work is performed in accordance with the plans and specifications.

4.04. The Contractor shall regard and obey the directions and instructions of City's Representative, any subordinate supervisors or inspectors appointed by the City provided such directions and instructions are consistent with the obligations of this Agreement.

4.05. Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to City's Representative for his decision.

## 5. INDEPENDENT CONTRACTOR

5.01. In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the work on the Project. The Contractor shall have ultimate control over the execution of the work under this Agreement. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Agreement.

5.02. The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Project during the progress of the work a competent Project Manager and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

5.03. Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the work by the Contractor. It shall be the responsibility of the Contractor to furnish a completed work product that meets the requirements of the City. Any additional work, material, or equipment needed to meet the intent of this specification shall be supplied by the Contractor **without** claim for additional payment, even though not specifically mentioned herein.

5.04. Any injury or damage to the Contractor or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Contractor.

**6. DISORDERLY EMPLOYEES**

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever City's Representative shall inform the Contractor in writing that any person or persons on the work are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the work and shall not again be re-employed on the site or the Project without City's Representative's written permission.

**7. HOURS OF WORK**

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays only when approved in advance by the City's Representative. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the City's consent or lack of consent to work outside of the times specified in this Agreement.

**8. NATURE OF THE WORK**

8.01. It is understood and agreed that the Contractor has, by careful examination, studied and compared the various Drawings and other Contract Documents, satisfied itself as to the nature and location of the work, the conditions of the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the work, the time needed to complete the work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any work on the Project that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

8.02. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the City, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the City.

8.03. If the Contractor fails to perform the obligations of Paragraphs 8.01. and 8.02., the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have

recognized such error, inconsistency, omission or difference and knowingly failed to report it to the City.

## **9. POST-AGREEMENT AWARD MEETINGS**

9.01. Prior to the commencement of the work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by City's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to City's Representative the following documents:

- (a) Schedules of work contemplated, including the starting and ending date, as well as an indication of the completion of stages of work hereunder.
- (b) The names and addresses of all proposed subcontractors in writing.
- (c) Schedules of the starting and ending dates of subcontractors and the scope of work contemplated for subcontractors.
- (d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.
- (e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof.
- (f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

9.02. The City's Representative, within five (5) working days after the initial post-agreement award conference or any other meetings, may submit minutes of the meeting to the Contractor. The Contractor shall thereafter have five (5) working days to review the minutes and make its objections, changes, or reductions thereto in writing. The Contractor shall thereafter sign the minutes and promptly return them to City's Representative. Where there is disagreement, City's Representative will make the final determination.

## **10. PROGRESS OF WORK**

10.01. Unless otherwise specifically provided, the Contractor shall prosecute its work at such time and sessions, in such order of precedence, and in such manner as shall be most conducive to the economy of the Project; provided, however, that the order and time of prosecution shall be such that the Project shall be Substantially Completed in accordance with this Agreement, the plans and specifications, and within the time of completion designated in the schedules agreed upon by the parties.

10.02. Further, the parties shall be subject to the following:

- (a) The Contractor shall submit a progress schedule and payment schedule of the work contemplated by this Agreement at the initial post-agreement award meeting and subsequent meetings.

(b) City's Representative shall be entitled to make objections to the Contractor's schedule submitted herein. The Contractor shall promptly resubmit a revised schedule to City's Representative.

(c) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.

(d) The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the work with dates at which the Contractor will start the several parts of the work and the estimated dates of completion of the several parts.

(e) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.

(f) When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that conflicts will be avoided and the various work being done by and for the City shall be coordinated.

(g) In the event that it is determined by the City that the progress of the work is not in accordance with the approved progress and payment schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Project within the time specified.

10.03. The process of approving Contractor's schedules and updates to Contractor's schedules shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Contractor's schedules. Approval of a contractor's schedules does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than the City would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedules and shall promptly advise the City of any delays or potential delays. In the event any schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

10.04. **Work Stoppage.** If in the judgment of either the City or City's Representative any of the work or materials furnished is not in strict accordance with this Agreement or any portion of the work is being performed so as to create a hazardous condition, they may, in their sole discretion, order the work of the Contractor or any sub-contractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

## 11. SITE CONDITIONS AND MANAGEMENT

11.01. Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

11.02. The Contractor shall be responsible for all power, light, and water required to perform the work.

11.03. Throughout the progress of the work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor.

11.04. **Layout of Work.** Except as specifically provided herein, the Contractor shall lay out all work in a manner acceptable to City's Representative in accordance with applicable City of South Padre Island codes and ordinances. City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all work in accordance with the plans and specifications.

11.05. **Lines and Grades.** All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the City's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the City may do so and charge back the Contractor. Additional construction staking as needed for the work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

11.06. **Contractor's Structures.** The building or locating of structures for housing men or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

11.07. The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the City.

11.08. City may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract

Documents or as otherwise anticipated. City will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies City of specific reasonable needs well in advance of those needs and where it is possible to do so. Although Contractor should anticipate some delays and interference to its sequence of Work because of work by other contractors and utilities, and will not be entitled to either an extension of time or additional compensation because of them, in the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

11.09. When two or more contractors, including Contractor, are employed on related or adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the other for all damage to work, to persons, or to property caused to the other by his operations, and for loss caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work at the Project site be made by any separate contractor against Contractor, City or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City to the extent based on a claim arising out of Contractor's negligence.**

## 12. MATERIALS

12.01. Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

12.02. All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.



12.03. Where the City deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of City Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the City a written receipt. Moreover, the Contractor shall, on behalf of the City, accept delivery of the materials set forth in the attached "List of Materials Ordered by the City". Under such circumstances, the Contractor shall promptly forward to the City for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

(a) Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.

(b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.

(c) Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.

(d) The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.

(e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

12.04. **Materials and supplies shall be new and of good quality.** Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of City's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the City's Representative. The City's Representative may require documentation as to quality and function, including manufacturer's specifications, to insure that the proposed substitute is equal to the required material or supply. The City's Representative shall have sole discretion over the use of substitute materials and supplies. Contractor shall bear the risk of any delay in performance caused by submitting substitutions.

12.05. Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

### 13. ENTRY, OBSERVATION, TESTING & POSSESSION

13.01. The City reserves the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Project site or sites for the purpose of performing such collateral work as the City may desire.

13.02. The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the work will be ready for observation.

13.03. The City's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the plans, specifications, or other Contract Documents, the Contractor shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the work, and fails to do so, if the work is in accordance with the plans, specifications, and other Contract Documents, the City shall pay the costs of repair and restoration of the work.

13.04. City shall have the right to take possession of and use any completed or partially completed portions of the Project prior to the time for completing the entire Project or such portions which may not have expired. The parties agree and understand that possession and use shall not constitute an acceptance of any work not completed in accordance with this Agreement. Further, insurance changes required to keep Contractor's insurance in effect shall be the responsibility of Contractor.

#### **14. REJECTED WORK**

14.01. All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the work in accordance with the requirements of this Agreement and the other Contract Documents.

14.02. If the work or any part thereof is rejected by the City, it shall be deemed by City's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

(a) The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

(b) If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

#### **15. SUBCONTRACTING & SUBCONTRACTORS**

15.01. The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the City as provided by this Agreement.

15.02. Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

## 16. PAYMENT

16.01. The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Contract. The Contractor shall issue exemption certificates to its suppliers and Subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with the State Comptroller's Ruling No. 95-0.07 and shall be subject to the provision of the State Comptroller's Ruling No. 95-0.09, effective October 1, 1969.

16.02. **Progress Payment Applications.** The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require. This schedule, unless objected to by the City, shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the \_\_\_\_ day of each month, the Contractor shall submit to City's Representative, for approval or modification, a statement showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the **preceding** month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the work.

16.03. **Progress Payments.** On or before the **30th** calendar day following the City's receipt of a progress payment application made in conformity with Paragraph 16.02, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of City's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of work completed by the Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other

terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a Waiver and Release of all claims by Contractor.

16.04. **Retainage.** From each approved statement, the City shall retain until final payment, ten percent (10%), where the full contract amount is less than \$400,000.00, and five percent (5%), where the full contract amount is \$400,000.00 or more. The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

16.05. If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

16.06. Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such reduction, the City will have the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

16.07. The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

16.08. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

16.09. Unless otherwise provided in the Contract Documents:

- (a) allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances;
- (c) whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Paragraph 16.9(a) and (2) changes in the Contractor's costs under Paragraph 16.9(b).

16.10. **Suspension of Payments.** The City, at any time, may suspend monthly progress payments on the work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the work due to actual default or that the

Contractor has represented or done some act that indicates that it will not complete the work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

**16.11. Withhold Funds.** Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Paragraph 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

- (a) Defective work.
- (b) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.
- (c) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
- (d) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.
- (e) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.
- (f) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.
- (g) City's determination of an amount of liquidated damages.
- (h) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.
- (i) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.

Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

## **17. EXTRA WORK CHARGES**

17.01. No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

17.02. For "Extra Work", as defined in Paragraph 1.07 and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original contract price may not be increased by more than **twenty-five percent (25%)**. Written change orders that do not exceed **twenty-five percent (25%)** of the original contract amount may be made or approved by the City Manager or his delegate if the change order is less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of **Fifty Thousand Dollars (\$50,000.00)** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non included cost.

17.03. The Contractor shall complete all work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the work shall not excuse the Contractor from performing all the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the work and the Contractor shall assume and pay the costs of the performance of the work as contracted.

(a) It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.

(b) **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.

(c) Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.

(d) It is also agreed that the compensation to be paid to the Contractor for performing Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices, or

Method B - By agreed lump sum, or

Method C - If neither Method A nor Method B is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost of the work.

(e) **Method A - Unit Prices.** The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:

(1) The cost of materials shall be determined by the invoices;

(2) The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

(f) **Method B - Lump Sum.** The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.

(g) **Method C - Actual Field Costs.** The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, worker's compensation, and all other insurance as may be required by law or ordinances or required and agreed to by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

(1) No indirect or consequential damages will be allowed.

(2) All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.

(3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.

- (4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

## **18. TIME OF COMPLETION**

18.01. The date of beginning, the time for Substantial Completion and Final Completion of work as specified in this Agreement are of the essence of this Agreement.

18.02. The work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed may be given orally or set by the City's Representative at the post-award conference.

18.03. The work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative. The Contractor bid \_\_\_\_\_ calendar days for the time within which it shall reach Substantial Completion of the Project.

18.04. The work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

## **19. SUBSTANTIAL COMPLETION**

19.01. The Contractor shall notify City's Representative when, in the Contractor's opinion, the contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the work has been Substantially Completed, City's Representative shall inspect the work for the preparation of a final punch list.

(a) If City's Representative and the City find that the work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the work. City's Representative shall not be required to provide a list of unfinished work.

(b) If the City Representative and City find that the work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

19.02. The Substantial Completion of the work shall not excuse the Contractor from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents.

## **20. FINAL COMPLETION**

20.01. Contractor shall notify the City's Representative when it believes that the work has reached Final Completion as defined in Paragraph 1.08. If the City's Representative and the City accept and deems such work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.



20.02. The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

20.03. Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any defects and pay for any damage to other work which may appear after final acceptance of the work.

## **21. DELAYS**

21.01. The Contractor, in undertaking to complete the work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

21.02. The City may, in its sole discretion, delay the work during inclement weather in order to preserve the Project, insure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the City may grant an extension of time pursuant to Paragraph 22 to offset for such stoppage of the work.

21.03. In the event of delays resulting from changes ordered in the work by the City or other delays caused by the City or for the City's convenience, the Contractor may apply to the City for recovery of incidental damages resulting from increased storage costs or other costs necessary to protect the value of the work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

## **22. EXTENSIONS OF TIME**

The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the work has been delayed by one or more of the following:

- (1) an act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;
- (2) by changes ordered in the work, or reductions thereto approved in writing;
- (3) by "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the Texas A&M University weather service; or
- (4) by other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools,

or labor that reasonably could have been predicted and/or accounted for in the Contractor's proposal or decision to bid.

If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the City's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the City be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

## **23. LIQUIDATED DAMAGES**

23.01. The time for the Substantial and Final Completion of the work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

23.02. As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Paragraph 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of \_\_\_\_\_ /100 DOLLARS (\$) for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

## **24. CHARGES FOR INJURY OR REPAIR**

24.01. The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

24.02. The Contractor shall take the necessary precautions to protect any areas adjacent to its work.

24.03. The work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

## **25. WARRANTY**

25.01. Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (1) year as follows:

**The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative and that all work will be of good quality, free from faults and defects, and in conformance with this Agreement, the other Contract Documents, and recognized industry standards.**

25.02. All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

25.03. This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor.

25.04. Where more than a one (1) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

25.05. This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement.

25.06. **Defective Work Discovered During Warranty Period.** If any of the work is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this Agreement within one (1) year after the date of the issuance of a certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly correct the defective work at no cost to the City.

25.07. After receipt of written notice from the City to begin corrective work, the Contractor shall promptly begin the corrective work. The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

25.08. If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by the Contractor or its surety.

25.09. The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

25.10. The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the work.

## **26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS**

26.01. **Wage Rates.** Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid by the Contractor and any subcontractor on this Project shall be not less

than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit A.

26.02. **Statutory Penalty.** Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of Paragraph 26.01, the Contractor or subcontractor as the case may be shall pay the City **Sixty Dollars (\$60.00)** for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates.

26.03. The Contractor and each subcontractors shall pay all of their employees engaged in work on the Project in full (less mandatory legal deductions) in cash or by check readily cashable, without discount, no less than once each week.

26.04. No later than the seventh (7th) calendar day following the payment of wages, the Contractor must file with City's Representative a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, their classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit shall state that the copy is a true and correct copy of such payroll and that no rebates or deductions (except as shown) have been made or will be made in the future from the wages therein shown.

26.05. **Payment of Subcontractors.** The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed against any property owned by the City. In the event a statutory lien notice is sent to the City, the Contractor shall, where no payment bond covers the work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

26.06. **Affidavit of Bills Paid.** Prior to Final Acceptance of the Project, the Contractor shall provide a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified.

## 27. **INSURANCE**

27.01. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth in Exhibit B.

## 28. **BOND PROVISIONS**

28.01. Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds \$50,000, and a performance bond is required if the Contract Amount exceeds \$100,000. Below those amounts, the City *may* require payment and/or performance bonds. In the event a performance or payment bond or both is required either by law or

in the City's discretion, such bonds shall be executed in accordance with all requirements of Article 7.19-1 of the Texas Insurance Code, all other applicable law, and the following:

- (a) The Contractor shall execute performance and payment bonds for the full Contract Amount.
- (b) The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.
- (c) The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit C, together with valid original powers of attorney, **at the time of execution of this Agreement and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit C**.
- (d) The performance and payment bonds shall remain in effect for a period of one (1) year after Final Completion of the work and shall be extended for any warranty work to cover the warranty period.
- (e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

28.02. The Contractor may make such changes and alterations as the City may require in the work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned, in accordance with the provisions of Article 17.

## 29. SURETY

29.01. If the Contractor has abandoned the Project or the City has terminated the contract for cause and the Contractor's Surety, after notice demanding completion is sent, fails to commence the completion of the work in compliance with this Agreement, then the City at its option may provide for completion of the work in either of the following manners:

29.01.01. The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

29.01.02. The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such

increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Paragraph 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

29.02. Should the cost to complete the work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

29.03. In the event the account shows that the cost to complete the work is less than that which would have been the cost to City had the work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the site of the work shall be turned over to the Contractor.

### **30. COMPLIANCE WITH LAW**

30.01. The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

30.02. The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

30.03. The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

### **31. SAFETY PRECAUTIONS**

31.01. All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the South Padre Island Fire Department marked "Attn.: Assistant Chief".

31.02. The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary.

31.03. The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

31.04. Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in Paragraph 31.07, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as hereafter defined at Paragraph 31.07). **In the event Contractor engages in any of the activities prohibited in this Paragraph 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this Paragraph 31.04.**

31.05. In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.**

31.06. City and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

31.07. For purposes of this Agreement, the term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which are defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-

law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). It is the Contractor's responsibility to comply with this Paragraph 31.07 based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

### **32. TRENCH SAFETY**

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

32.01 The Contractor must comply with the requirements of Tex. Health & Safety Code Ann. §756.022-023 (Vernon 1992), as amended, and the requirements of 29 C.F.R., Sections 1926.650 through 1926.653 inclusive, "Excavation, Trenching and Shoring," of the Occupational Safety and Health Administration Standards, as amended.

32.02 The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

32.03 Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

32.04 The Contractor must provide the City the name of the "competent person" required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

32.05 If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

### **33. INDEMNITY**

**33.01. CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THIS CONTRACT. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND**



**INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.**

**33.02. The indemnifications contained in paragraphs 33.01 shall include but not be limited to the following specific instances:**

- (a) In the event the City is damaged due to the act, omission, mistake, fault or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the City for such damage.**
- (b) The Contractor shall indemnify and hold harmless and defend the City from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.**
- (c) The Contractor shall indemnify and hold harmless and defend the City from any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.**
- (d) The Contractor shall be responsible for any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.**
- (e) The Contractor shall also be responsible for the removal of all related debris.**
- (f) The Contractor shall also be responsible for subcontractors hired by it.**
- (g) The Contractor shall indemnify, hold harmless, and defend the City from any liability caused by the Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.**

**33.03. The indemnification obligations of the Contractor under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.**

**33.04. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 33.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.**

#### **34. RELEASE**

The Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City.

**35. PERMITS AND LICENSES**

The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

**36. ROYALTIES AND LICENSING FEES**

The Contractor shall pay all royalties and licensing fees. The Contractor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of patents, materials and methods used in the Project. It shall defend all suits or claims for infringement of any patent rights. Further, if the Contractor has reason to believe that the design, service, process, or product specified is an infringement of a patent, it shall promptly give such information to City's Representative.

**37. BREACH OF CONTRACT & DAMAGES**

37.01. The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

37.02. Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

- (a) If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or
- (b) If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or
- (c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

### **38. TERMINATION FOR CAUSE**

Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety at any time for any of the following:

38.01. If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or

38.02. If a receiver, trustee, or liquidator of any of the property or income of the Contractor shall be appointed; or

38.03. If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

38.04. If the Contractor shall fail to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or

38.05. If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or

38.06. If the Contractor abandons the Work.

38.07. If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

### **39. TERMINATION FOR CONVENIENCE**

39.01. The performance of the work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated, and the date upon which termination becomes effective.

39.02. In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

### **40. RIGHT TO COMPLETE**

If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment, without rental obligation therefor, and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the work itself or by others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse City for all costs incurred by the City

(including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the City in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

#### **41. CLOSE OUT**

41.01. After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City's Representative, do the following:

- (a) Stop the work on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the work as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;
- (d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;
- (f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred; and/or

#### **42. TERMINATION CONVERSION**

Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Paragraph 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Paragraph 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 39.

#### **43. HIRING**

During the term of this Agreement and for a period of one (1) year thereafter, the Contractor agrees not to solicit for hire any employee or employees of the City that were associated with work specified under this Agreement. In the event that this provision is

breached by the Contractor, the Contractor agrees to pay the City damages in the amount equal to twelve (12) months of the employee's total compensation plus any legal expenses associated with enforcement of this provision.

#### **44. ASSIGNMENT**

This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.

#### **45. EFFECTIVE DATE**

The effective date of this contract shall be the date of award of the contract.

#### **46. OTHER TERMS**

**46.01. Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

**46.02. Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

**46.03. Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

**46.04. Amendment.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

**46.05. Mediation.** After receipt of a Notice of Claim, the Owner may elect to refer the matter to the Architect, Owner's Representative or another party for review. Contractor will attend meetings called to review and discuss the Claims and mitigation of the problem, and shall furnish any reasonable factual backup for the Claim requested. The Owner may also elect to defer consideration of the Claim until the Work is completed, in which case the same review options shall be available to the Owner at the completion of the Work. At any stage, the Owner, at its sole discretion, is entitled to refer a Claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a Claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under Owner's direction to stop the Work. Agreements reached in mediation shall be enforceable as

settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in South Padre Island, Texas.

46.06. **Arbitration.** In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

46.07. **Choice of Law and Place of Performance.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Cameron County, Texas, United States of America.

46.08. **Authority to do business.** The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this contract.

46.09 **Authority to Contract.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

46.10. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

46.11. **Headings, Gender, Number.** The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

46.12. **Agreement Read.** The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

46.13. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

46.14. **Notice of Indemnification. City and Contractor hereby acknowledge and agree that this Agreement contains certain indemnification obligations and covenants.**

**[INSERT NAME OF CONTRACTOR]**

**CITY OF SOUTH PADRE ISLAND**

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

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

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

Mayor

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

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

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

APPROVED:

\_\_\_\_\_

City Manager

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

\_\_\_\_\_

City Attorney

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

## EXHIBIT A

### INSERT APPROPRIATE DAVIS BACON WAGE RATES

Copy and paste the following notes to the end of the DB wage rates for Building Construction or Heavy/Highway Construction.

1. Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.
2. Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.
3. The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.
4. The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.
5. Building construction wage rates shall be paid to all workers except those workers engaged in site work and construction beyond five feet of buildings.



## EXHIBIT B

### INSURANCE REQUIREMENTS

During the term of this Agreement Contractor's insurance policies shall meet the following requirements:

- I. Standard Insurance Policies Required:
  - A. Commercial General Liability
  - B. Business Automobile Liability
  - C. Umbrella / Excess Liability – required for contract amounts exceeding \$1,000,000
  - D. Workers' Compensation
  - E. Builder's Risk – provides coverage for contractor's labor and materials for a project during construction that involves a structure such as a building or garage. builder's risk policy shall be written on "all risks" form.
- II. General Requirements Applicable to All Policies:
  - A. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
  - B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
  - C. "Claims Made" policies are not accepted.
  - D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of South Padre Island.
  - E. Upon request, certified copies of all insurance policies shall be furnished to the City of South Padre Island.
  - F. The City of South Padre Island, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- III. Commercial General Liability
  - A. General Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
  - B. Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
  - C. Coverage shall be at least as broad as ISO form GC 00 01.

- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall include but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- C. Coverage shall be at least as broad as Insurance Service's Office Number CA 00 01.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- E. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- F. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00.

V. Excess Liability

Umbrella form excess liability coverage following the form of the underlying coverage with a minimum limit of \$5,000,000.00 or the total value of the contract, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding \$1,000,000 in total value.

VI. Those policies set forth in Paragraphs III, IV, and V shall contain an endorsement naming the City as Additional Insured and further providing that the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City before work commences.

VII. Workers Compensation Insurance

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be

covered by a workers compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

- B. Workers compensation insurance shall include the following terms:
1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
  2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
  3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- C. Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

*"A. Definitions:*

*Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.*

*Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.*

*Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.*

- B. *The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*
- C. *The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*
- D. *If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*
- E. *The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*
  - (1) *a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
  - (2) *no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
- F. *The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- G. *The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*
- H. *The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*
- I. *The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*
  - (1) *provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
  - (2) *provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
  - (3) *provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*

- (4) *obtain from each other person with whom it contracts, and provide to the Contractor:*
  - (a) *A certificate of coverage, prior to the other person beginning work on the project; and*
  - (b) *A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
- (5) *retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
- (6) *notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
- (7) *Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*

*J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*

*K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."*

VIII. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- A. The company is licensed and admitted to do business in the State of Texas.
- B. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- C. All endorsements and insurance coverages according to requirements and instructions contained herein.
- D. The form of the notice of cancellation, termination, or change in coverage provisions to the City of South Padre Island.
- E. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

**EXHIBIT C**  
**PERFORMANCE AND PAYMENT BONDS**

PERFORMANCE BOND

Project

No. \_\_\_\_\_

THE STATE OF TEXAS §

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF CAMERON §

**THAT WE,** \_\_\_\_\_, as Principal, hereinafter called "Contractor" and the other subscriber hereto \_\_\_\_\_, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of South Padre Island, a municipal corporation, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which sum, well and truly to be made to the City of South Padre Island and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS,** the Contractor has on or about this day executed a Contract in writing with the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ South \_\_\_\_\_ Padre \_\_\_\_\_ Island \_\_\_\_\_ for \_\_\_\_\_

\_\_\_\_\_ all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

**NOW THEREFORE,** if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of South Padre Island or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of South Padre Island shall retain certain amounts due the Contractor until the expiration of thirty days from the acceptance of the Work is intended for the City's benefit, and the City of South Padre Island shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of South Padre Island or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of South Padre Island from any liability, loss, cost, expense, or damage arising out of or in connection with the work done by the Contractor under the Contract. In the event that the City of South Padre Island shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in Cameron County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.



**IN WITNESS THEREOF**, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST and SEAL: (if a corporation)

\_\_\_\_\_  
(Name of Contractor)

WITNESS: (if not a corporation)

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

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

Name:

Name:

Title:

Title:

Date:

Date:

ATTEST/WITNESS

(SEAL)

\_\_\_\_\_  
(Full Name of Surety)

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

\_\_\_\_\_  
(Address of Surety for Notice)

Name:

Title:

Date:

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

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

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

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

REVIEWED:

THE FOREGOING BOND IS ACCEPTED  
ON BEHALF OF  
THE CITY OF SOUTH PADRE ISLAND,  
TEXAS:

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
City Manager

**NOTE: Date of bonds must be equal to or after the date of execution by City.**

TEXAS STATUTORY PAYMENT BOND

Project No. \_\_\_\_\_

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF CAMERON §

**THAT WE,** \_\_\_\_\_, as Principal, hereinafter called "Principal" and the other subscriber hereto \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of South Padre Island, a municipal corporation, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS,** Principal has entered into a certain contract with the City of South Padre Island, dated the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, for \_\_\_\_\_

\_\_\_\_\_, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW THEREFORE,** the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

**PROVIDED, HOWEVER,** that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

**IN WITNESS THEREOF,** the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

ATTEST and SEAL: (if a corporation)

\_\_\_\_\_  
(Name of Contractor)

WITNESS: (if not a corporation)

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

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

Name:

Name:

Title:

Title:

Date:

Date:

ATTEST/WITNESS (SEAL)

\_\_\_\_\_  
(Full Name of Surety)

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

\_\_\_\_\_

Name:

(Address of Surety for Notice)

Title:

Date:

\_\_\_\_\_

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

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

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

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

REVIEWED:

THE FOREGOING BOND IS ACCEPTED  
ON BEHALF OF  
THE CITY OF SOUTH PADRE ISLAND,  
TEXAS:

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
City Manager

**NOTE: Date of bonds must be equal to or after the date of execution by City.**

**EXHIBIT D**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

**EXHIBIT E**

**Technical Specifications and Plans**



# Historical Museum

## of South Padre Island

**L** LANDRY ARCHITECTURE LLC  
 1618 St. Charles Ave.  
 New Orleans LA 70130  
 tel. 504.528.9611  
 fax. 504.528.9613  
 www.landryarch.com

**Moore Land**  
**Surveying, LLC**  
 14216 Palis Drive, La Feria, TX 78559  
 (956)245-0988 TPLS Firm No. 10194186  
 (956)245-4651 TBPE Firm No. 19190

**Mendoza Engineering, PLLC**

6316 N. 10th Street, Suite 101, Bldg. A  
 McAllen, TX 78504  
 tel. 956.631.4906

**MEP SOLUTIONS**  
**ENGINEERING**  
 MECHANICAL, ELECTRICAL, PLUMBING ENGINEERS  
 600 E. BEAUMONT AVE, SUITE 2 McALLEN, TX 78501 (956) 664-2727  
 TEXAS BOARD OF PROFESSIONAL ENGINEERS REGISTRATION # F-9748

Permit Set  
 August 24, 2023



August 24, 2023



### INDEX OF DRAWINGS

Architectural	Civil	Structural	MEP
1.1 Site Plan	C1.0 Demolition Plan	S1 General Notes & Foundation Details	DM1 Demo - Mechanical Floor Plan
2.1 Floor Plan	C2.0 Dimension Control Plan	S2 Foundation Plan	DE1 Demo - Electrical Lighting Floor Plan
4.1 Exterior Elevations	C3.0 Erosion Control Plan	S3 Framing Plans	DE2 Demo - Electrical Lighting Floor Plan
4.2 Exterior Elevations	C4.0 Paving & Grading Plan	S4 Framing Details	DP1 Demo - Plumbing Floor Plan
5.1 Building Sections	C4.1 Grading Details		M1 Mechanical Floor Plan
5.2 Building Sections	C5.0 Utility Plan		M2 Mechanical Schedules
5.3 Wall Sections	C5.1 Water Details		M3 Mechanical Details
5.4 Roof Details	C5.2 Sewer Details		E1 Electrical Lighting Floor Plan
7.1 Exterior Door Details			E2 Electrical Lighting Floor Plan
7.2 Interior Door Details			E3 Electrical Schedules and Details
9.1 Reflected Ceiling Plan			P1 Plumbing Floor Plan
			P2 Plumbing Schedule & Details

#### GENERAL NOTES:

- Contractor and major subcontractors shall familiarize themselves with the construction site and verify locations of all utilities prior to commencing construction.
- The Contractor shall verify all conditions and dimensions at job site prior to commencing work and report any discrepancies to the Architect. In addition, Contractor shall review carefully all conditions and systems and familiarize himself with all aspects of the required work for a complete installation. Including all demolition required to complete the Project. All deviation or changes necessary to achieve the installations shown shall be called to the attention of the Architect or owner prior to submitting final price to make necessary adjustments so as to avoid any extra costs during construction.
- Contractor shall at all times keep premises free from accumulation of demolition debris, waste materials or rubbish caused by his operation and shall remove no less than weekly all debris from and about the project. All waste shall be separated by type of material for recycling.
- All materials and work shall conform to all governing codes, regulations and agencies. No work shall be concealed until approved by local inspectors.
- Contractor shall install and provide all safety barriers during construction as necessary to protect the public from injury and/or access to the building.
- Do not scale drawings. If dimensions are in question the Contractor shall be solely responsible for obtaining clarification from the Architect prior to continuing construction of area in question.
- Perimeter dimensions are to be from face of stud and/or concrete or grid line to face of studs, face of CMU, unless otherwise noted.
- All rated partitions shall be tightly sealed to the underside of structure. Integrity of two-hour rated Conc. walls, partitions and / or smoke partitions shall be maintained at corners and at intersections to other partition or wall types.
- Unless otherwise noted or detailed all pipe chase walls with a thickness greater than 4 inches are to be constructed of 6" metal studs with one layer of 5/8" type X drywall on both sides. Provide metal or drywall cross braces as required to maintain the required fire rating of the construction. Hold chase walls to minimum dimensions. Vertical piping located within the stud space of partitions shall be completely enclosed with full-thickness of drywall on each side of stud.
- Recesses for electrical panels, fire extinguisher cabinets, annunciator boxes, etc., located in rated partitions shall be faced with drywall to create a five-sided enclosure as required to retain rating of wall.
- Joints occurring in rated drywall partitions shall be staggered both horizontally and vertically.
- All walls and floor openings shall be fire-stopped with an approved non-combustible material mechanically fastened in-place to provide an effective and approved fire stop. Opening in slabs and partitions for conduit, piping and other items shall be filled with an approved non-combustible material to provide an approved seal to prohibit the passage of fire or smoke.
- Provide wood studs behind sinks, and where noted or otherwise required to conceal piping and other items occurring within partitions.
- The Contractor and subcontractors are to familiarize themselves with the following abbreviations and the standard abbreviations which are used in this set of drawings:
- Concrete masonry unit walls shall receive one layer of 5/8" type X gypsum board on 1.5" x 1.5" wood-studs at typically 16" O.C. where scheduled to receive finishes. Furring and gypsum board may terminate 4" above the finished ceiling.
- All construction must be accessible to the physically handicapped meeting the specifications adopted by the American National Standards Institute in its publication ANSI A117.1, "Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People," the current edition and with the "Americans with Disabilities Act" current edition and the Texas Accessibility Standards current edition (The more stringent shall govern).
- Any request for consideration by the Architect of substitutions of specified materials or products called for or shown on the drawings or in the specifications, shall be submitted to the Architect in writing for a written approval by the Architect, shall be received at the Architect's office ten (10) business days prior to the specified bid. Any bid based upon or containing an unapproved product or material substitution may be disallowed.
- Contractor shall not substitute materials, products or equipment unless such substitution has been "specifically approved in writing" for this work by the Architect.
- Where the phrase "or equal" or "as approved by the Architect" occurs in the Contract Documents, Contractor shall not assume that materials, products or equipment will be approved as equal unless the item has been specifically approved in writing for this work by the Architect. The decision of the Architect shall be final in relation to substitutions.
- Dimensions, alignments, details and floor plan dimensions shown on these documents are based upon an assumed manufacturer's standard details. If a manufacturer is substituted and/or "approved as equal" by the Architect as specified in the "bidding requirements"; then it will be the responsibility of the General Contractor to re-coordinate the dimensional and detail requirements of the substituted manufacturer to the requirements of this Project and/or to engage the Architect to revise and re-coordinate the contract documents as may be required.

#### PLAN REVIEW DATA:

##### Project Location:

The Project is located on South Padre Island at 610 Padre Blvd.

##### Project Description:

The Project is a historical museum, created by The South Padre Island Historical Foundation, which is dedicated to the history of South Padre Island. The Project will consist of a main open gallery with two wings (north and south) that will display historical artifacts and exhibits. The rear of the building consists of a men's and women's restrooms, a maintenance/storage room, a Traveling gallery (which will display traveling exhibits), an office and ac and storage rooms.  
 The building footprint exists in a building owned by the City of South Padre. The design includes demolishing the interior of the building, adding to the height of the existing exterior CMU walls and building a structure that honors the design of original lighthouse located on South Padre Island.

The Project is fully sprinklered and meets all current Life Safety requirements.

The Project meets 150 mile an hour-winds. The windows and storefront meet the current IBC and TDI impact glass requirements. All exterior wall construction on the ground floor is CMU construction with stucco finish And the Tower is constructed of wood framing and Hardie board finish.

##### Occupancy Group and Loads:

This project is classified as a mixed Occupancy A3 Assembly – Museum (Section 303.4), part of which is a B2.  
 The three small entry and adjacent galleries (north and south) have an occupant load of 86 (A3) (2,589sq.ft./30)  
 The Traveling Wing in the rear has an occupant load of 15, so is considered Occupancy Group B2 (because less than 50 occupants).  
 Notwithstanding the mixed occupancy because of the small footprint and fully sprinklered building. The spaces are not required to have rated walls or doors between the spaces.

##### Applicable Codes and Standards:

2018 International Building Code  
 2018 International Fire Code  
 2018 International Mechanical Code  
 2018 International Plumbing Code  
 2017 National Electrical Code  
 2016 NFPA13 for Sprinkler System  
 All construction must be accessible to the physically handicapped meeting the specifications adopted by the American National Standards Institute in its publication ANSI A117.1, "Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People," the current edition and with the "Americans with Disabilities Act," (2010) and the Texas Accessibility Standards, (2012) (The more stringent requirement shall govern).

##### Design Build Installation

The South Padre Island Museum has constructed a Display cabinet with lighting that the Contractor shall use as the model for the 20 Display Cabinets that are part of this Project. The Display cabinet was made by Alfred Garcia Cabinets 956.371.1016.

Contractor shall provide an allowance for the 4 pendant lights-one in each of the galleries. \$2,500 for the main gallery and \$1,500 for each of the other 3 galleries.

The Contractor shall provide an Automatic Sprinkler System for the Project per the National Fire Protection Association 13. This is a design-build item.

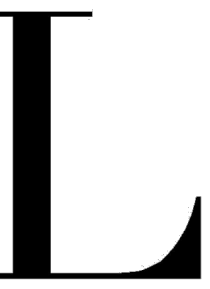
Contractor shall submit Shop Drawings, Material Submittals, and Samples for the following items, systems, and or building component. All building materials and systems must meet 150 mph winds:

- GAF tpo roofing systems and details.
- Doors and Windows.
- The lantern aluminum structure, including windows and copper roofing.
- Stucco System.
- Fiberglass Shutters-Sea Shutters-Destin FLA.
- BASF 4-step Stucco system on CMU: 1. Stucco base coat and bonding, 2. stucco leveling skim coat, 3. stucco prime, 4. fine finish acrylic to achieve the smoothest finish possible.
- Standing Seam Aluminum Roofing\_White color.
- Hardie-Board siding, trim and accessories.
- Floor tile.
- Display Cabinets with lighting.
- Street and sidewalk pavers.
- Vinyl fencing and posts.
- Lighting
- Wall and Ceiling Registers for the HVAC









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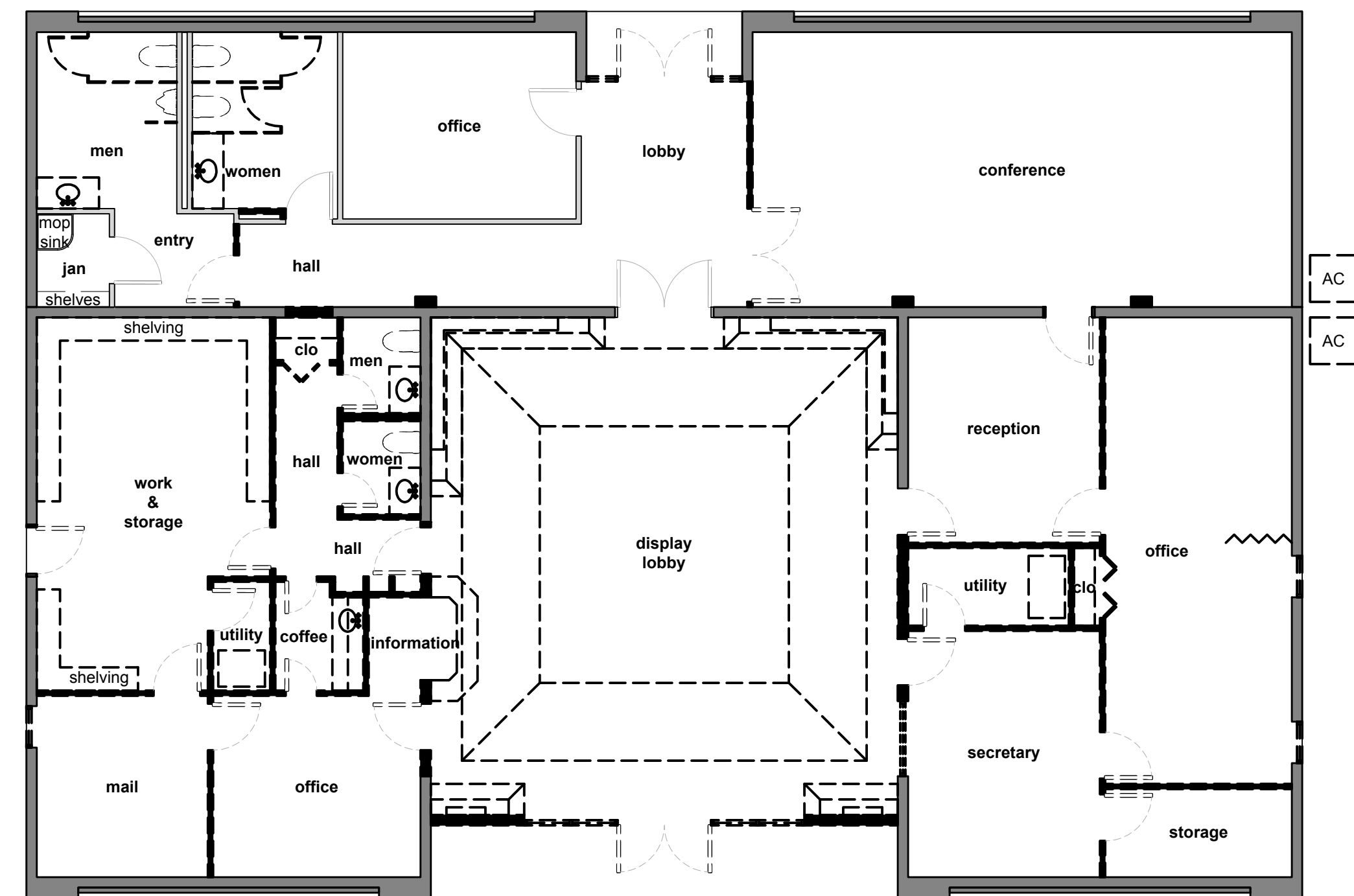
Floor Plans +  
 Roof Plans

Historical Museum  
 of South Padre Island  
 — R E N O V A T I O N —  
 South Padre Island, Texas

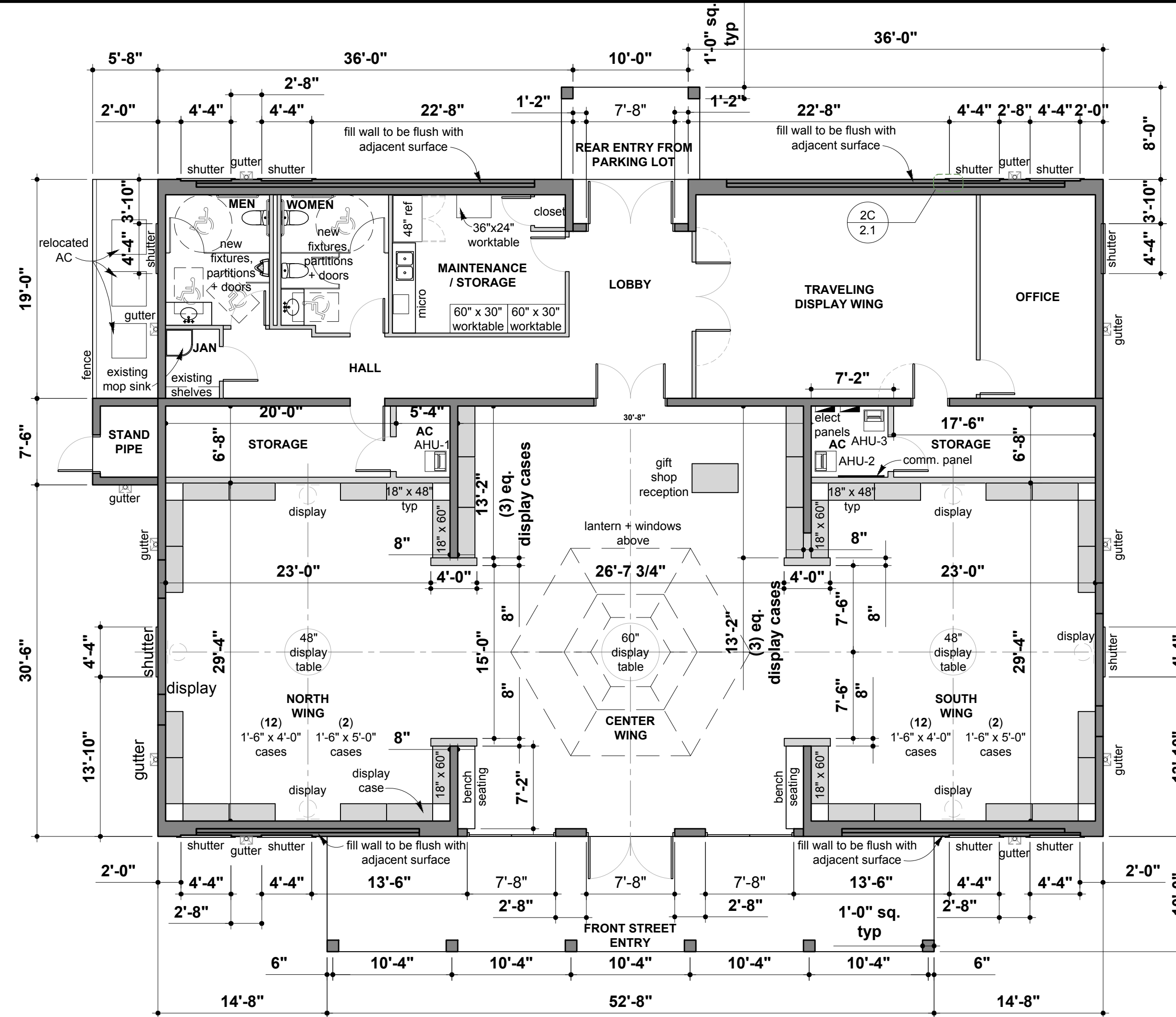


August 24, 2023

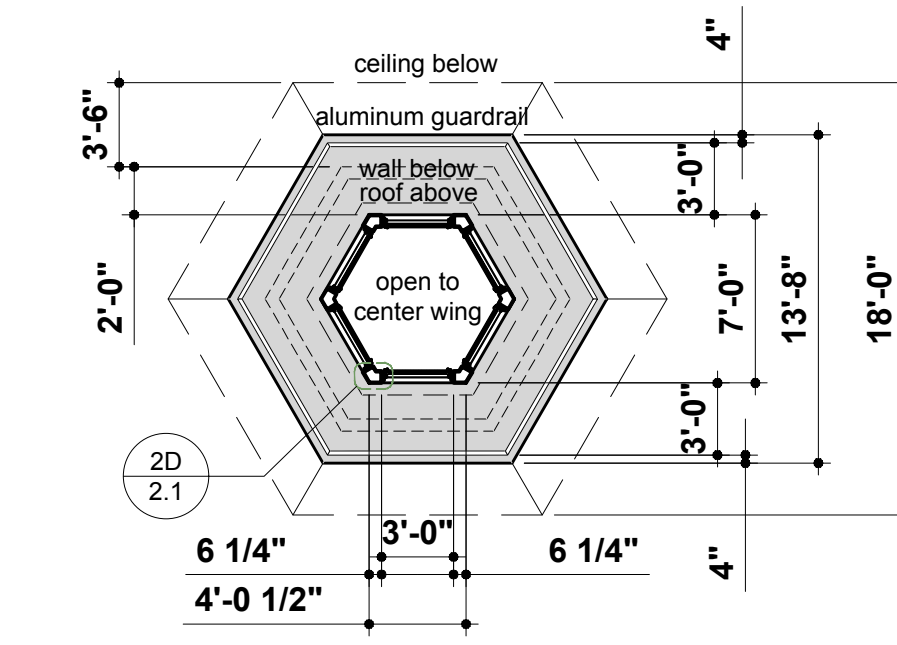
PROJECT NUMBER:	2126
DRAWN BY:	L.A.
CHECKED BY:	M.M.L.
DATE:	August 24, 2023
REVISIONS:	



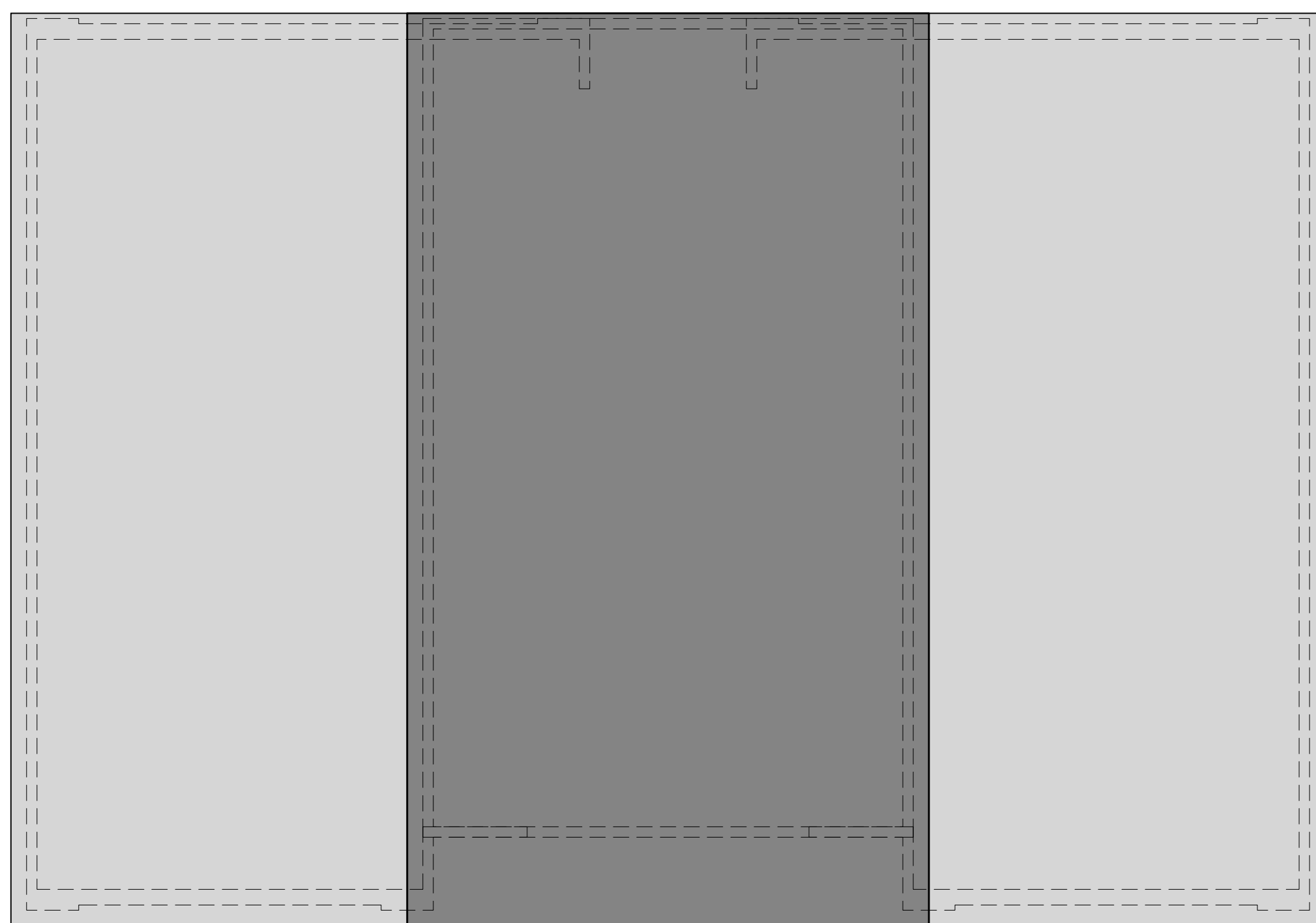
1 Existing / Demolition Floor Plan  
 2.1 Scale: 1/8" = 1'-0"



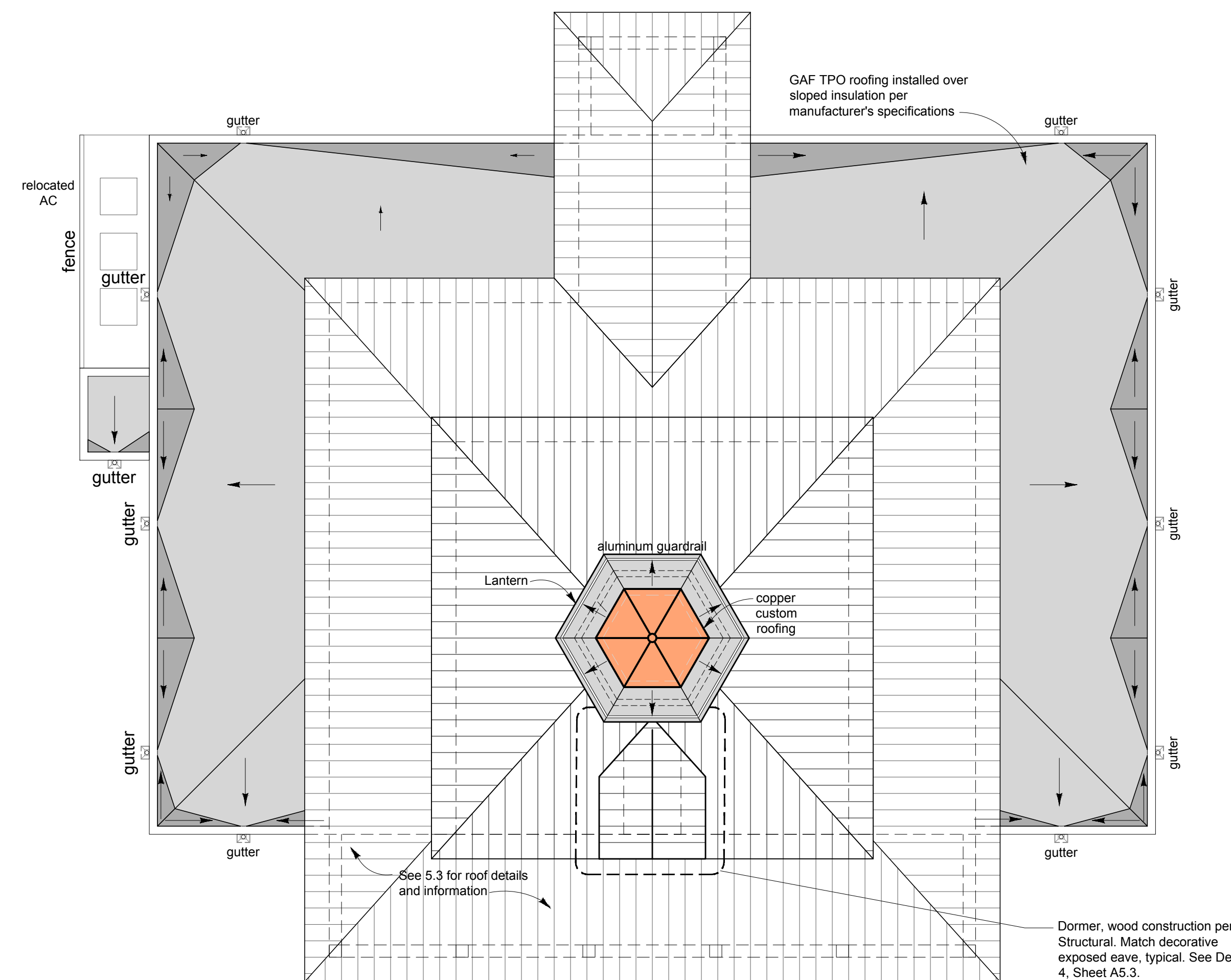
2A Proposed Floor Plan  
 2.1 Scale: 1/8" = 1'-0"



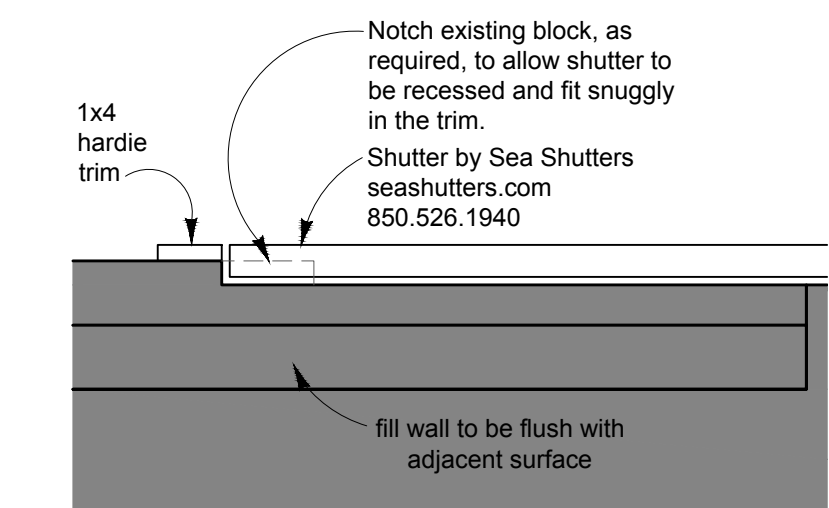
2B Proposed Lantern Plan  
 2.1 Scale: 1/8" = 1'-0"



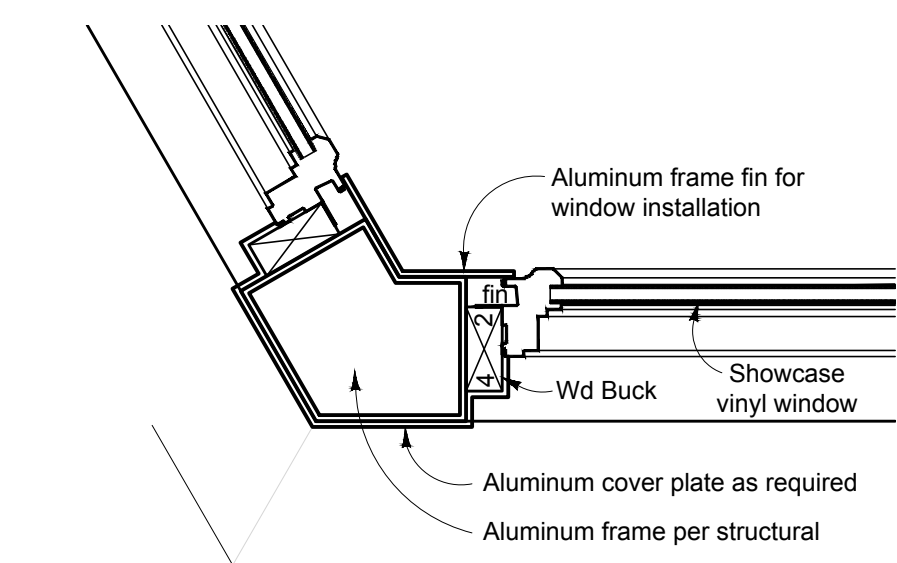
3 Existing Roof Plan  
 2.1 Scale: 1/8" = 1'-0"



4 Proposed Roof Plan  
 2.1 Scale: 1/8" = 1'-0"



2C Shutter Installation Detail  
 2.1 Scale: 1" = 1'-0"



2D Detail at Showcase Windows  
 2.1 Scale: 1 1/2" = 1'-0"

2.1

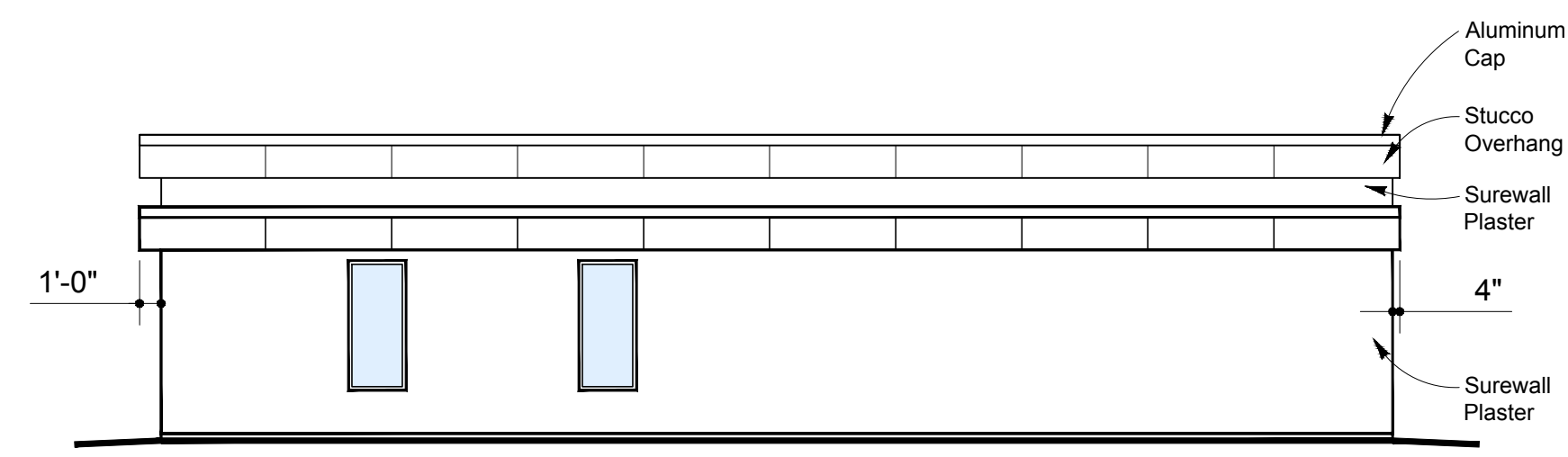
Exterior Elevations

**Historical Museum**  
 of South Padre Island  
 — RENOVATION —  
 South Padre Island, Texas

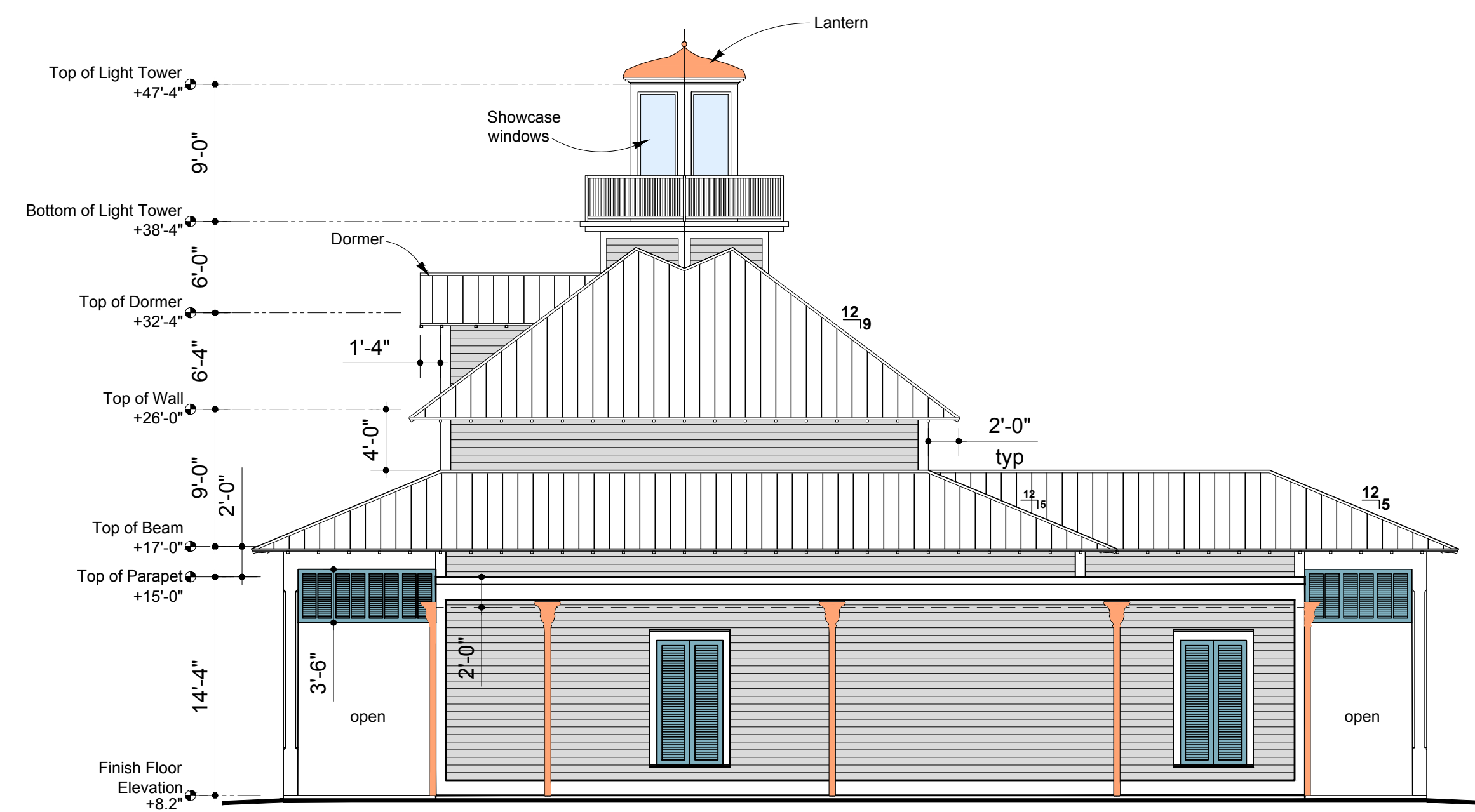


August 24, 2023

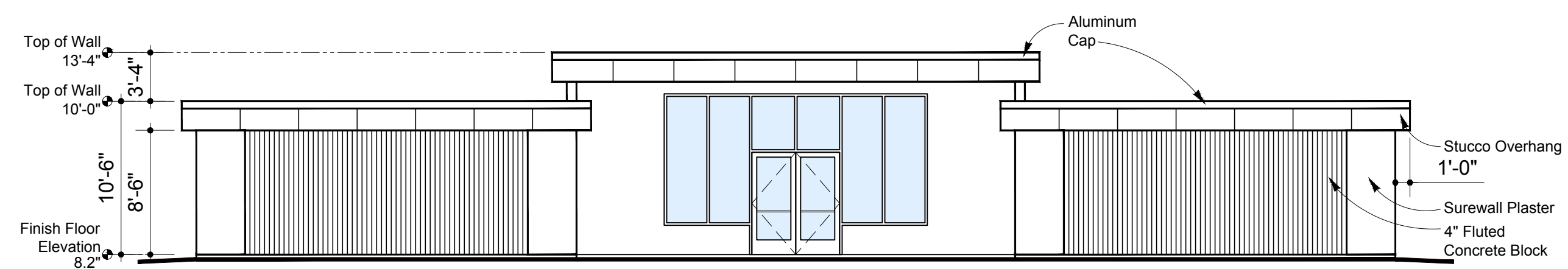
PROJECT NUMBER:	2126
DRAWN BY:	L.A.
CHECKED BY:	M.M.L.
DATE:	August 24, 2023
REVISIONS:	



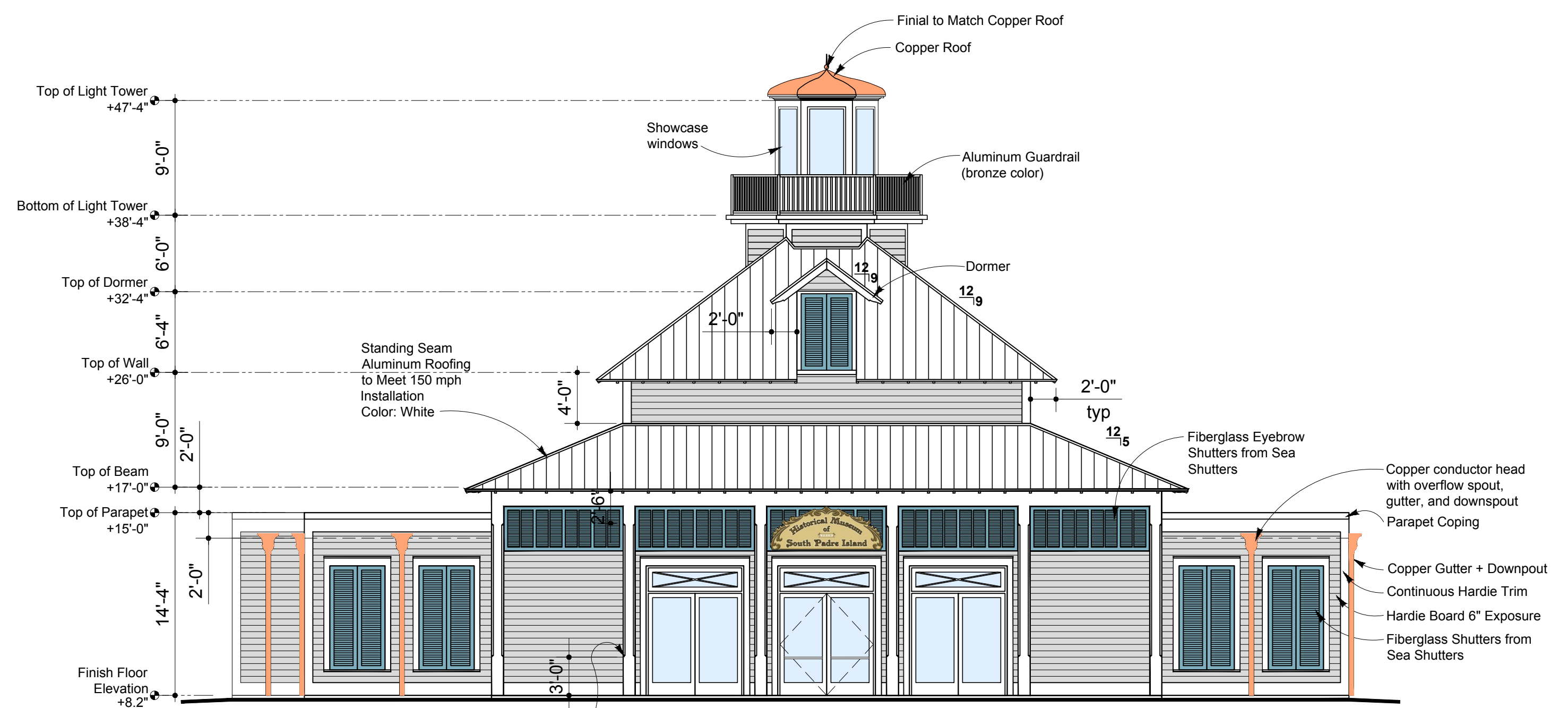
South (Right)



South (Right)

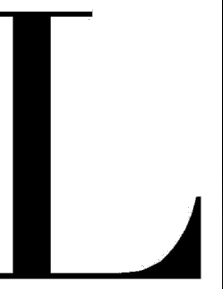


West (Front)



West (Front)





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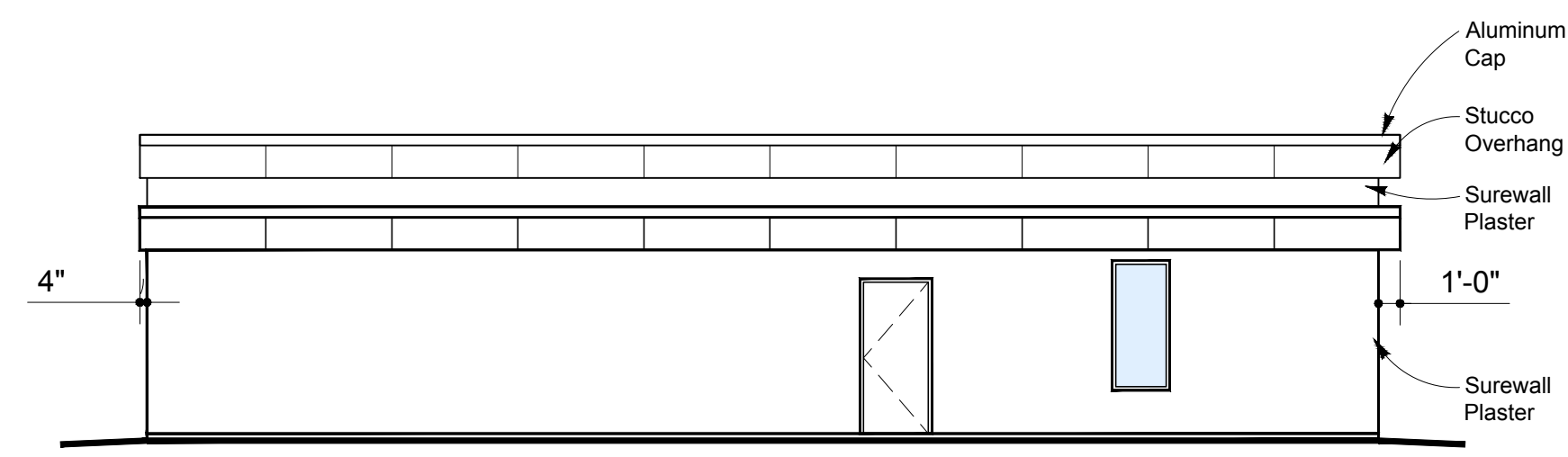
Exterior Elevations

Historical Museum  
 of South Padre Island  
 — RENOVATION —  
 South Padre Island, Texas

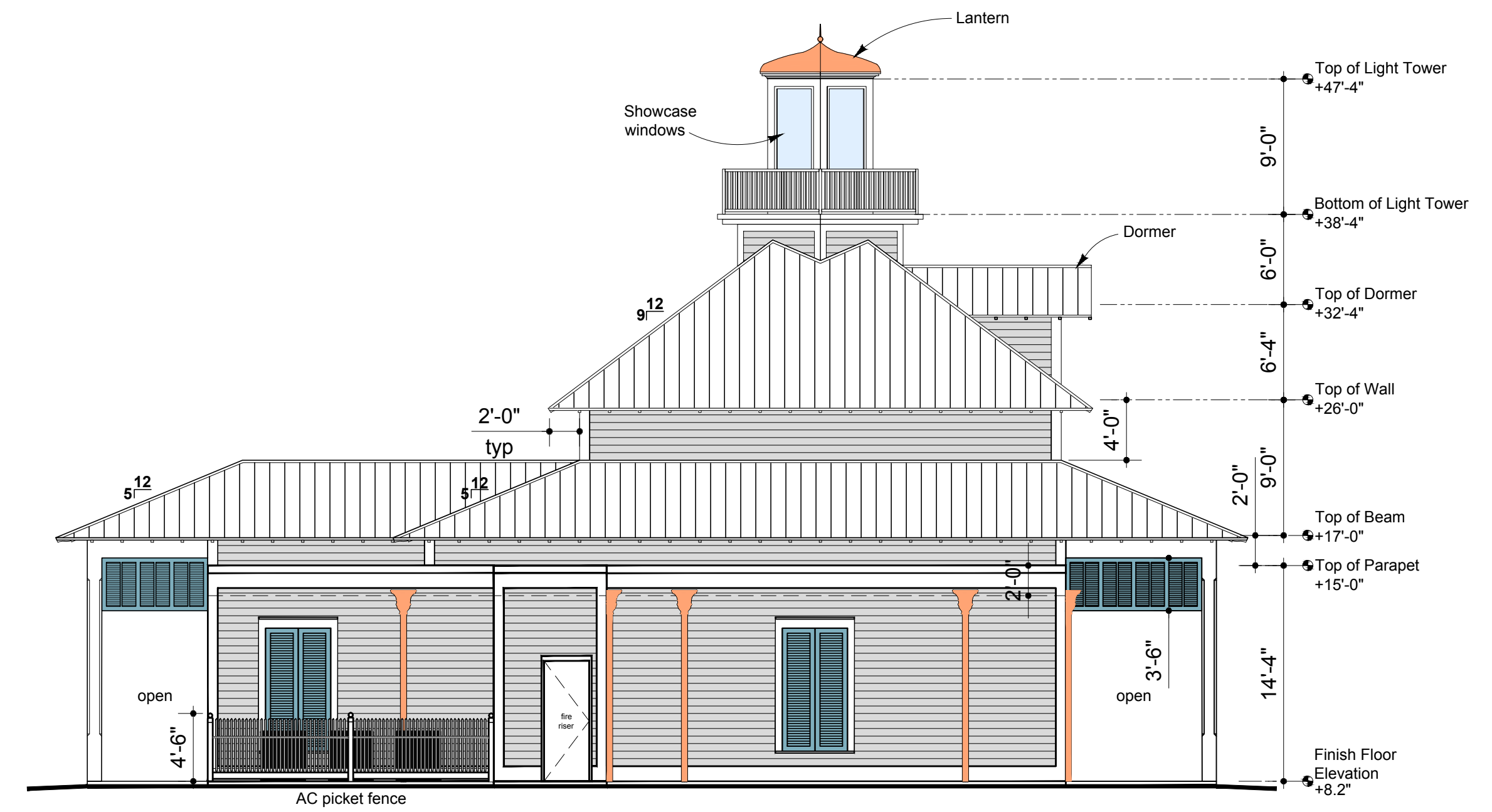


August 24, 2023

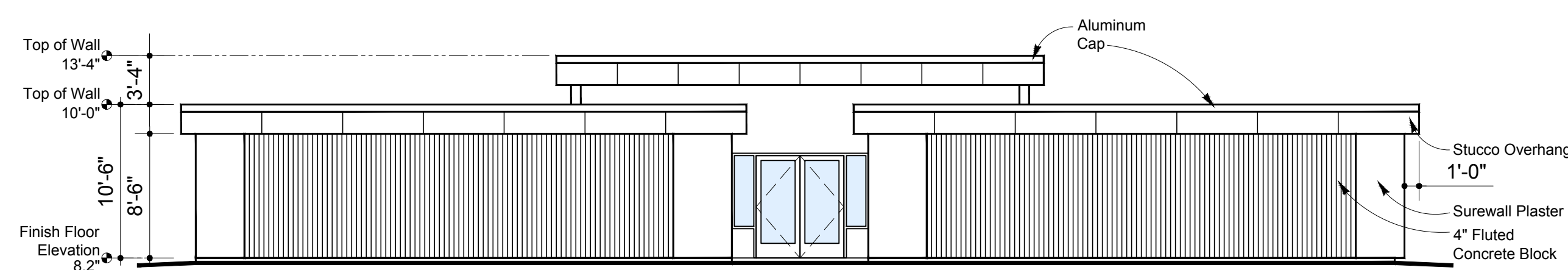
PROJECT NUMBER:	2126
DRAWN BY:	L.A.
CHECKED BY:	M.M.L.
DATE:	August 24, 2023
REVISIONS:	



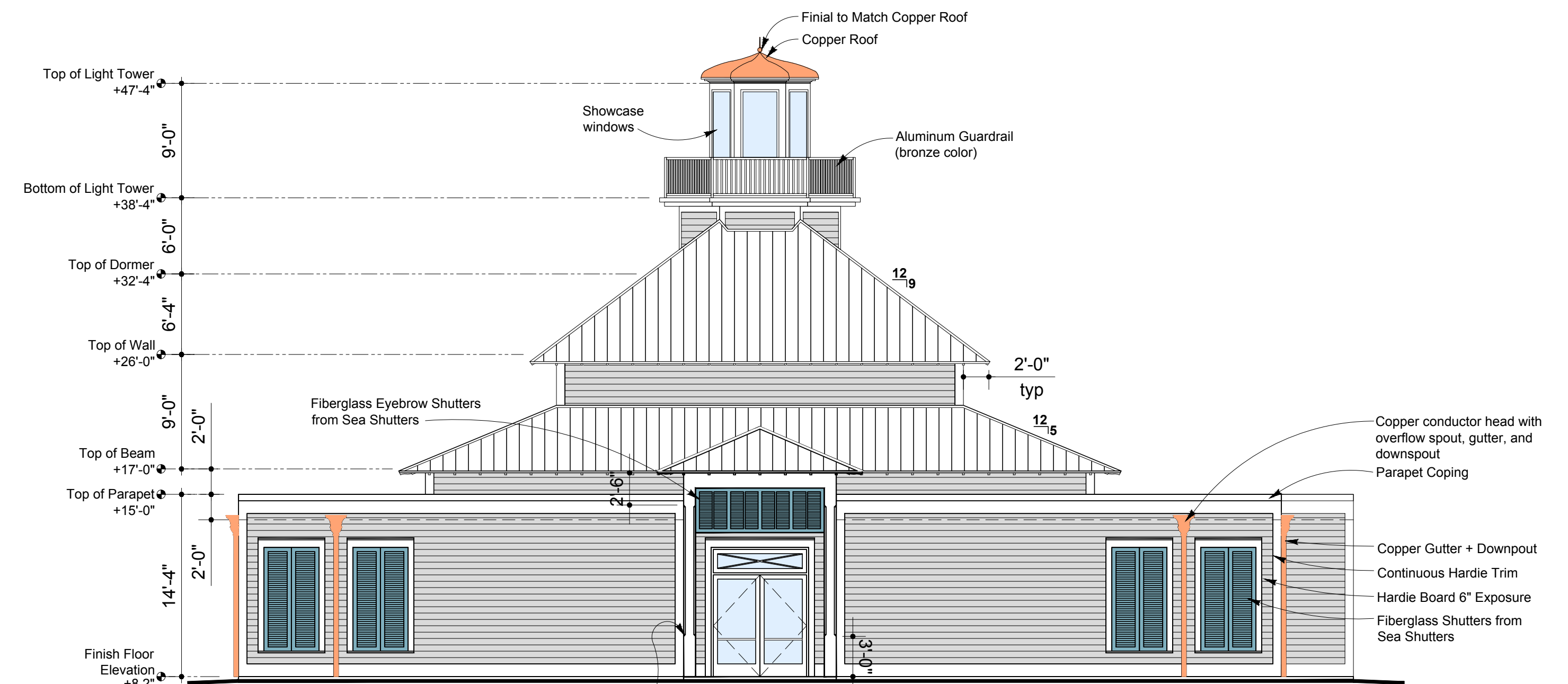
North (Left)



North (Left)



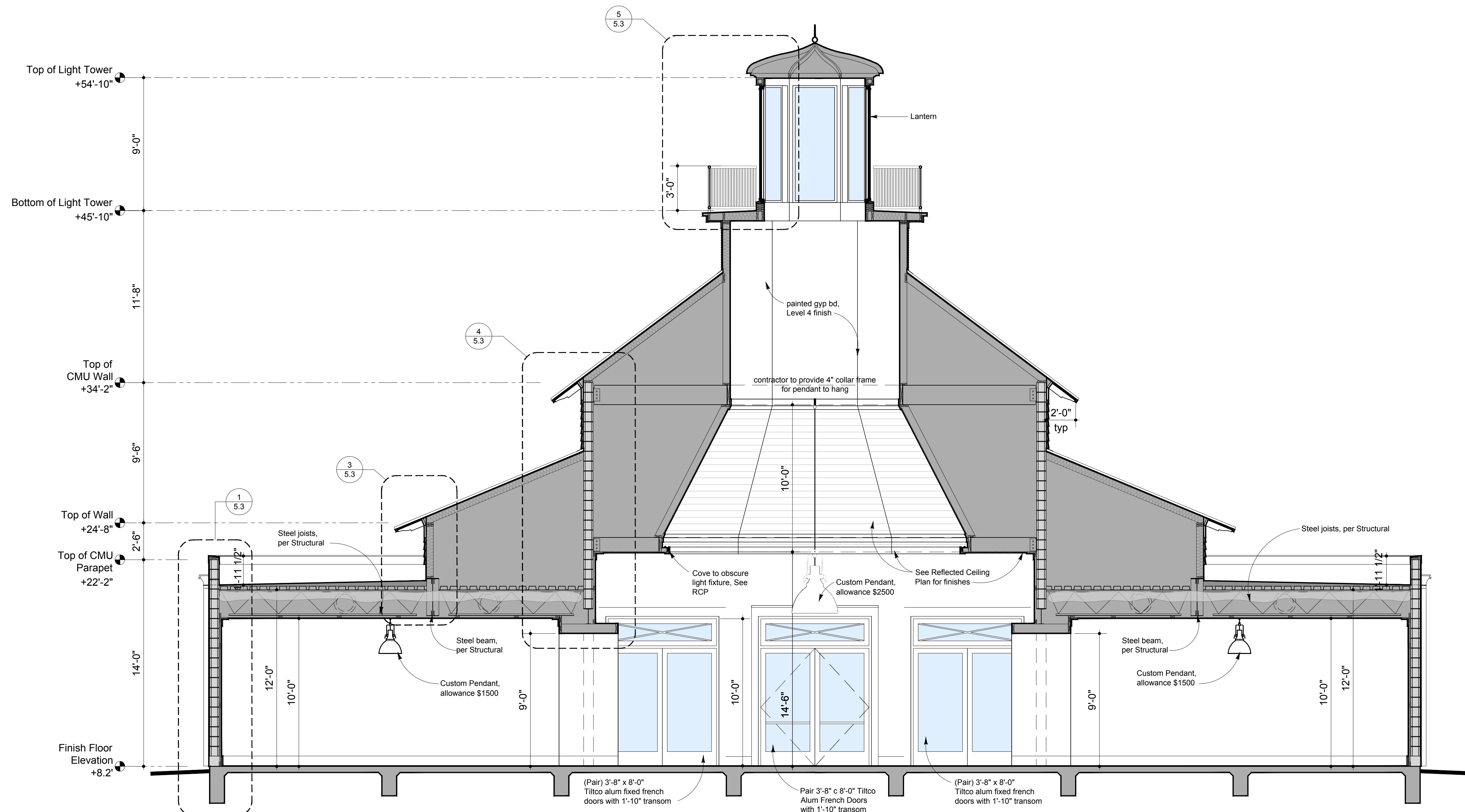
East (Rear)



East (Rear)



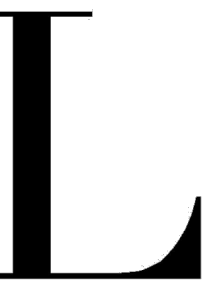
PROJECT NUMBER:	2126
DRAWN BY:	L.A.
CHECKED BY:	M.M.L.
DATE:	August 24, 2023
REVISIONS:	



1 North to South Building Section  
 5.1 Scale: 1/4" = 1'-0"







### Wall Sections

## Historical Museum of South Padre Island — RENOVATION — South Padre Island, Texas



August 24, 2023

PROJECT NUMBER: 2126

DRAWN BY: L.A.

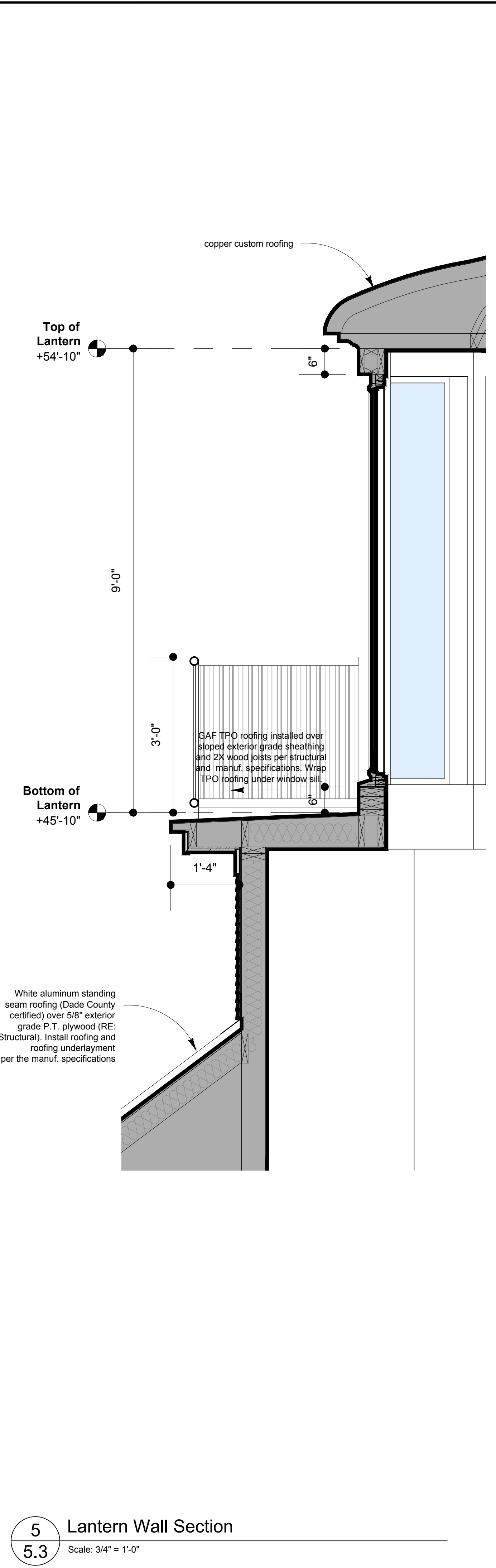
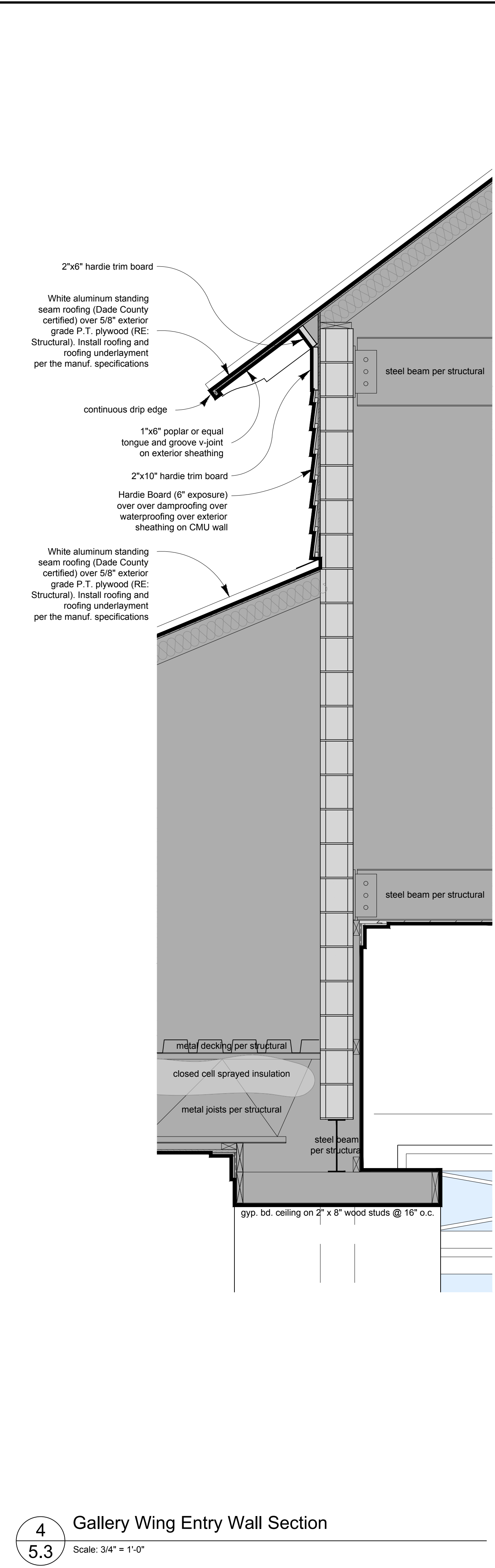
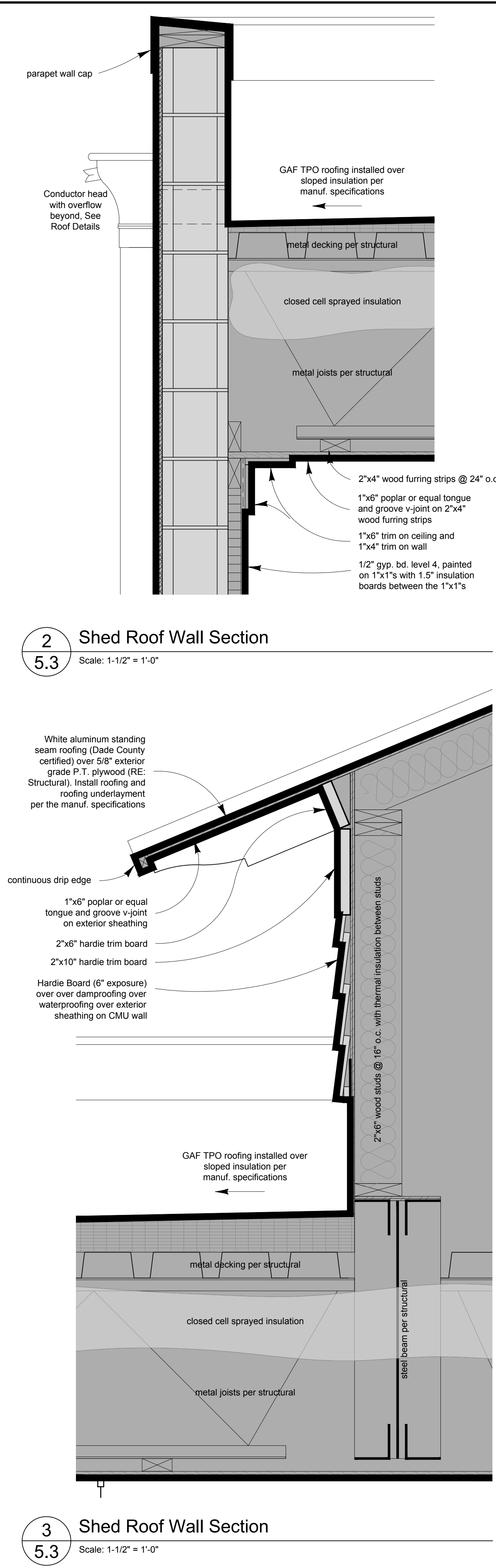
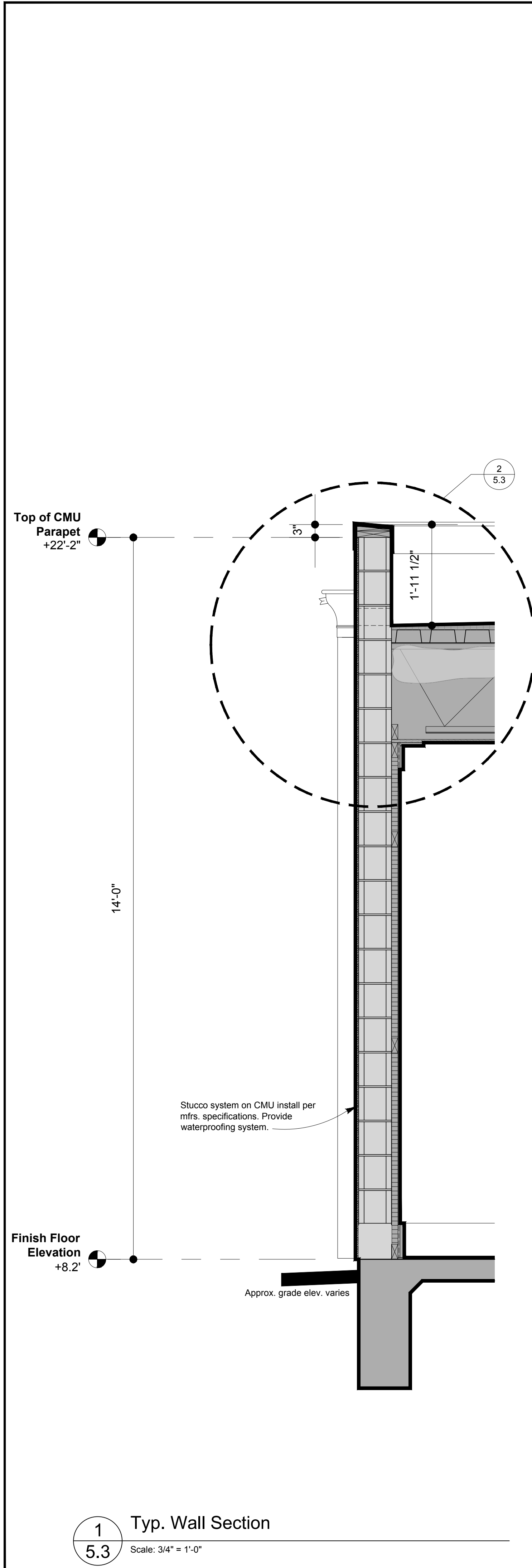
CHECKED BY: M.M.L.

DATE: August 24, 2023

REVISIONS:

NO.	DESCRIPTION

5.3



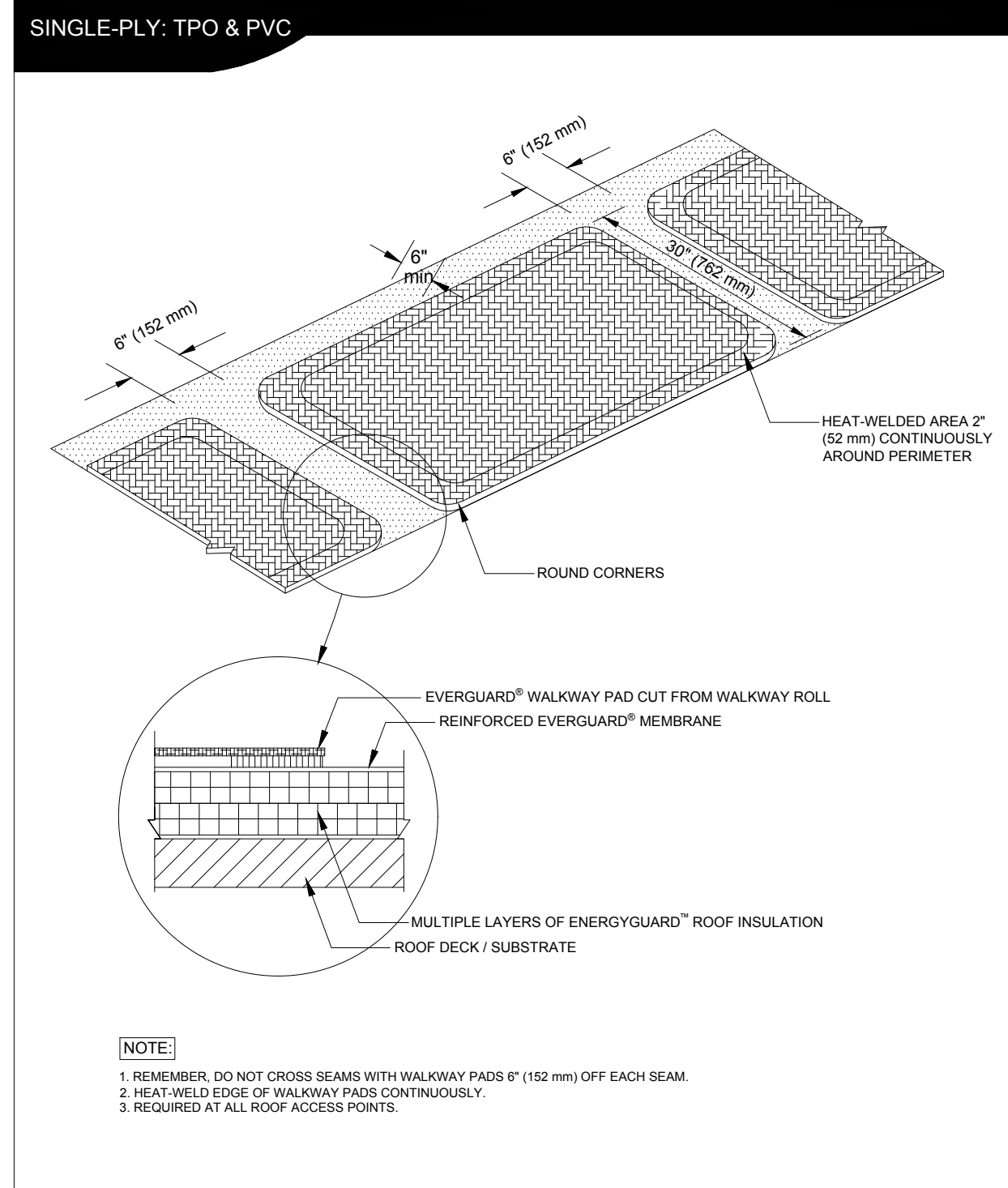
**1** Typ. Wall Section  
**5.3** Scale: 3/4" = 1'-0"

**2** Shed Roof Wall Section  
**5.3** Scale: 1-1/2" = 1'-0"

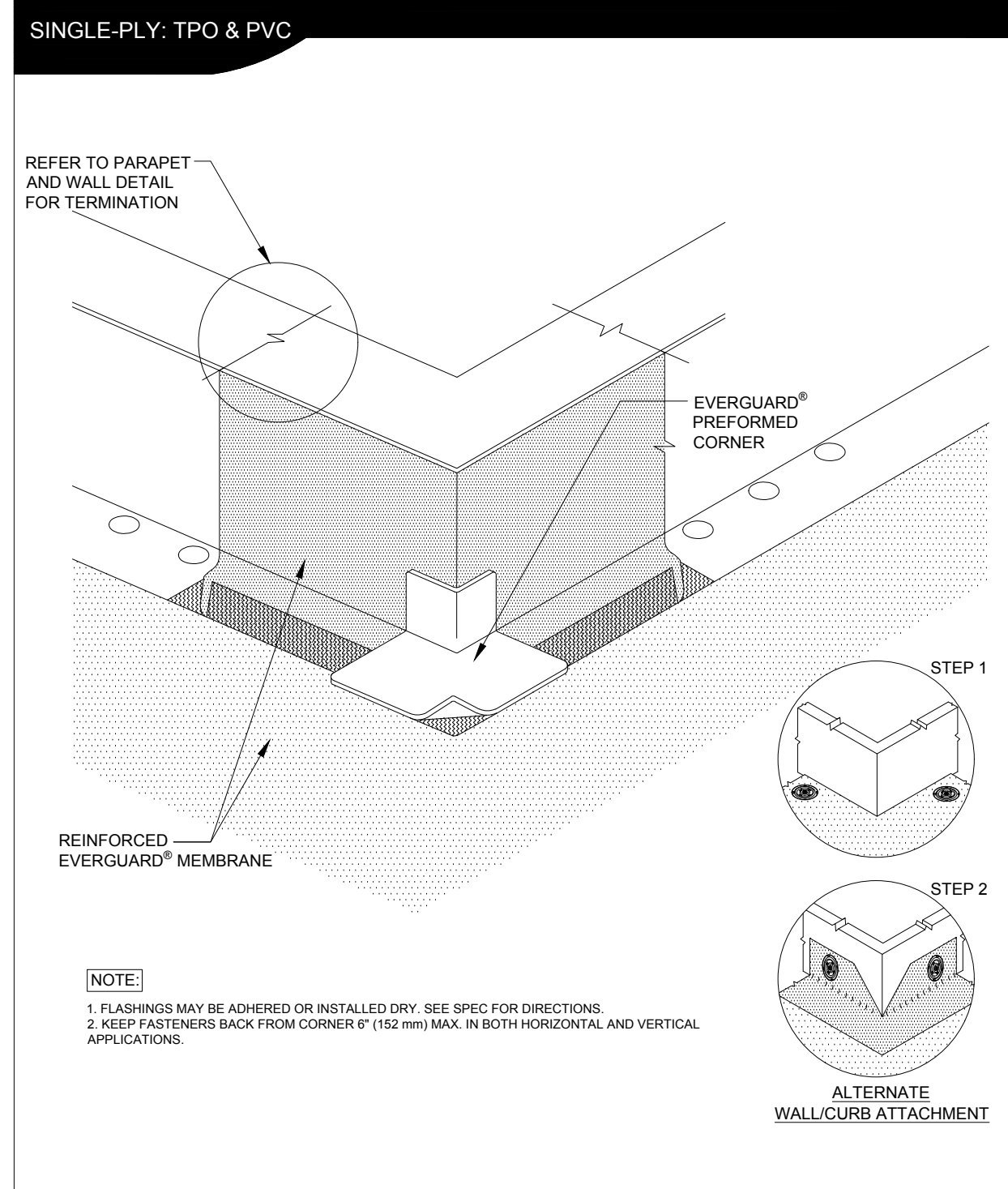
**3** Gallery Wing Entry Wall Section  
**5.3** Scale: 3/4" = 1'-0"

**4** Lantern Wall Section  
**5.3** Scale: 3/4" = 1'-0"

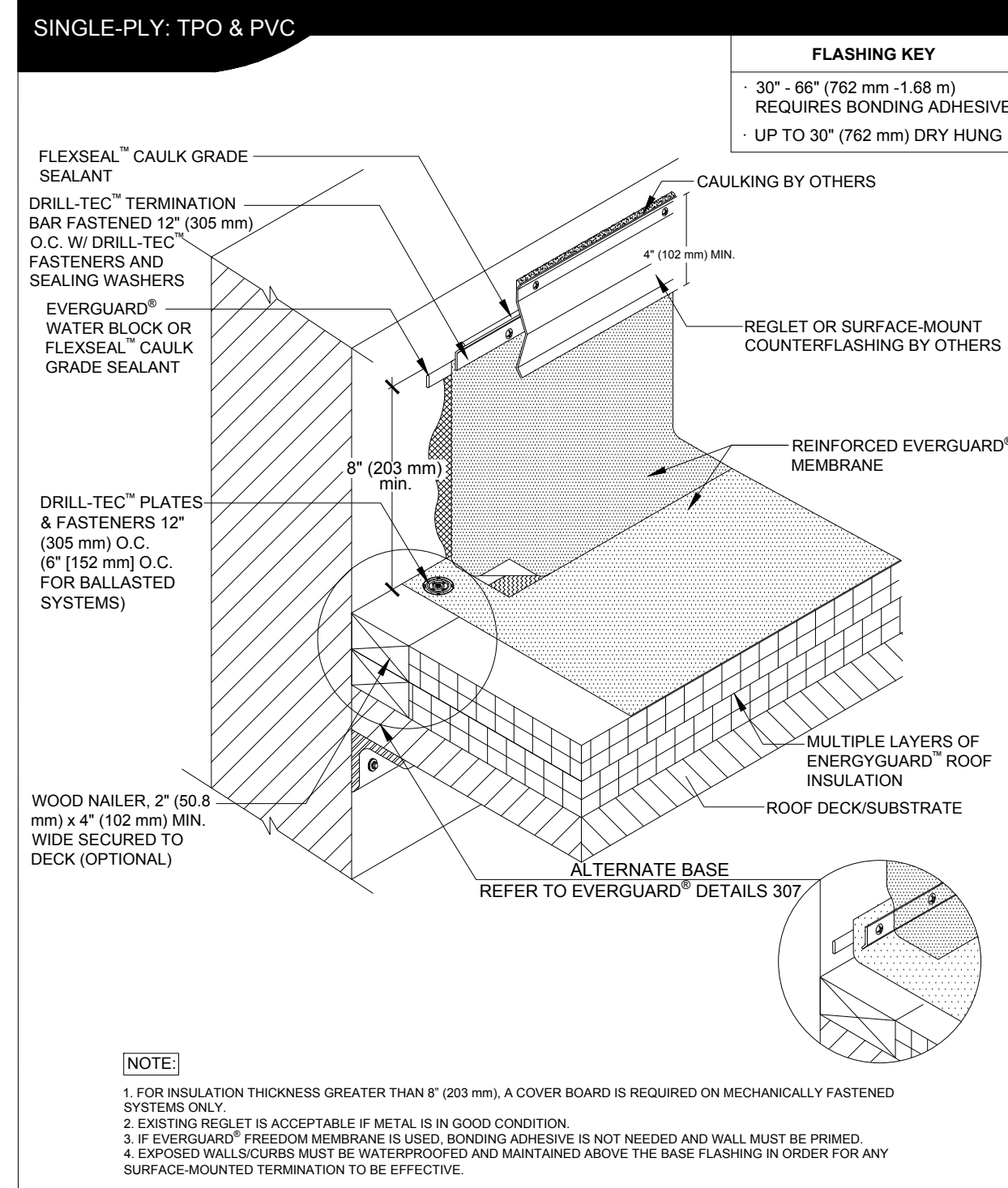




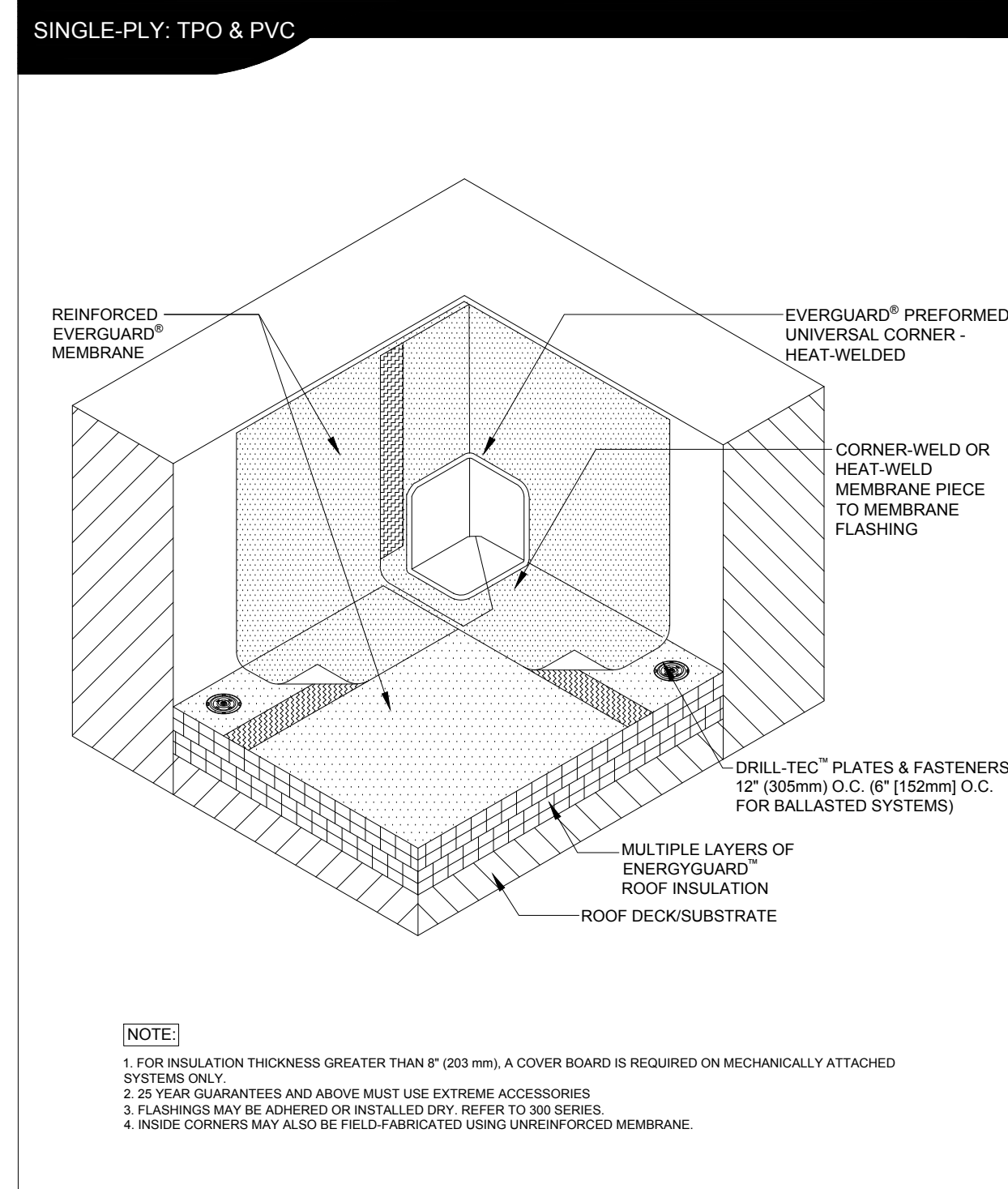
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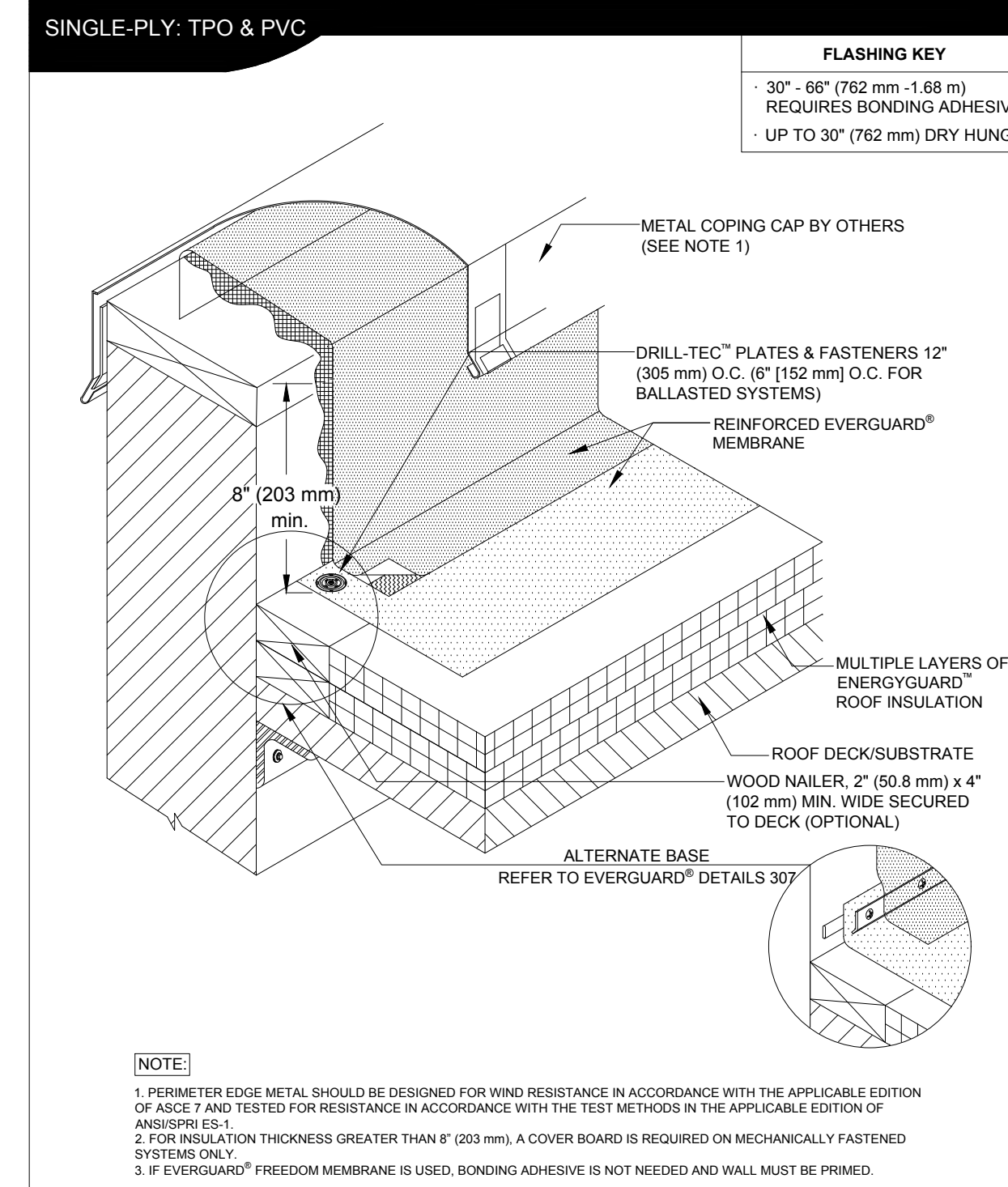
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██████████	ROOF DECK/SUBSTRATE							



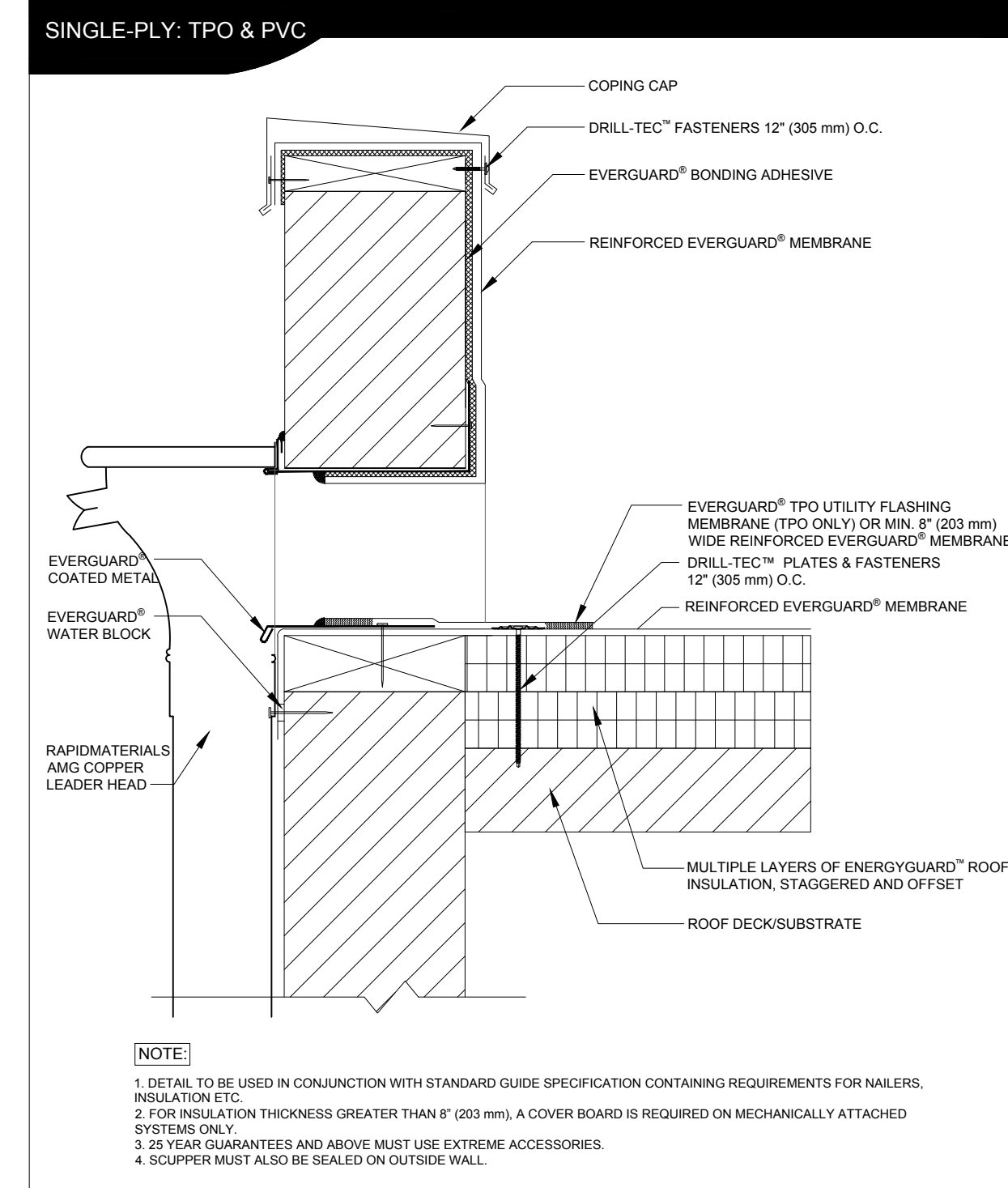
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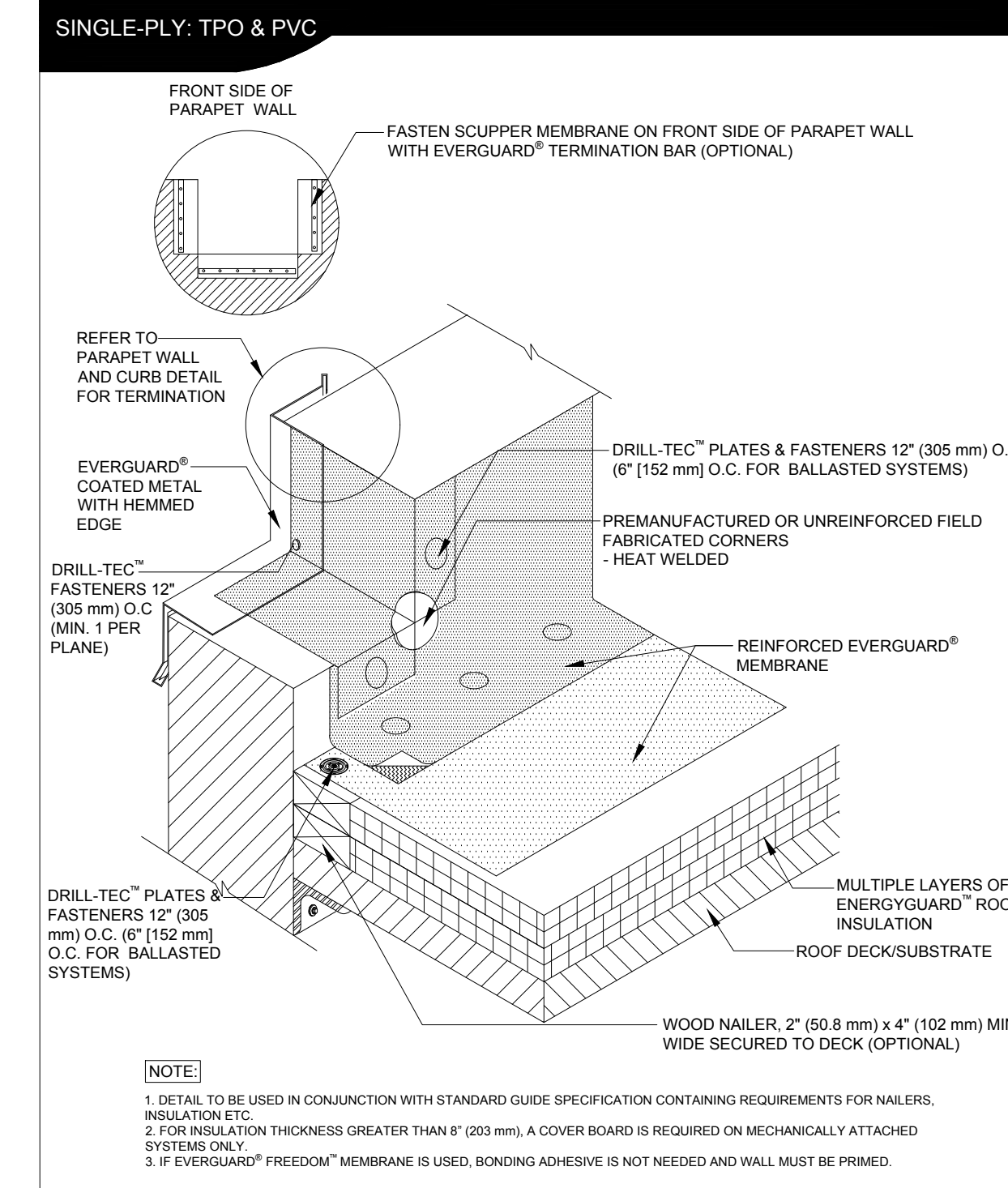
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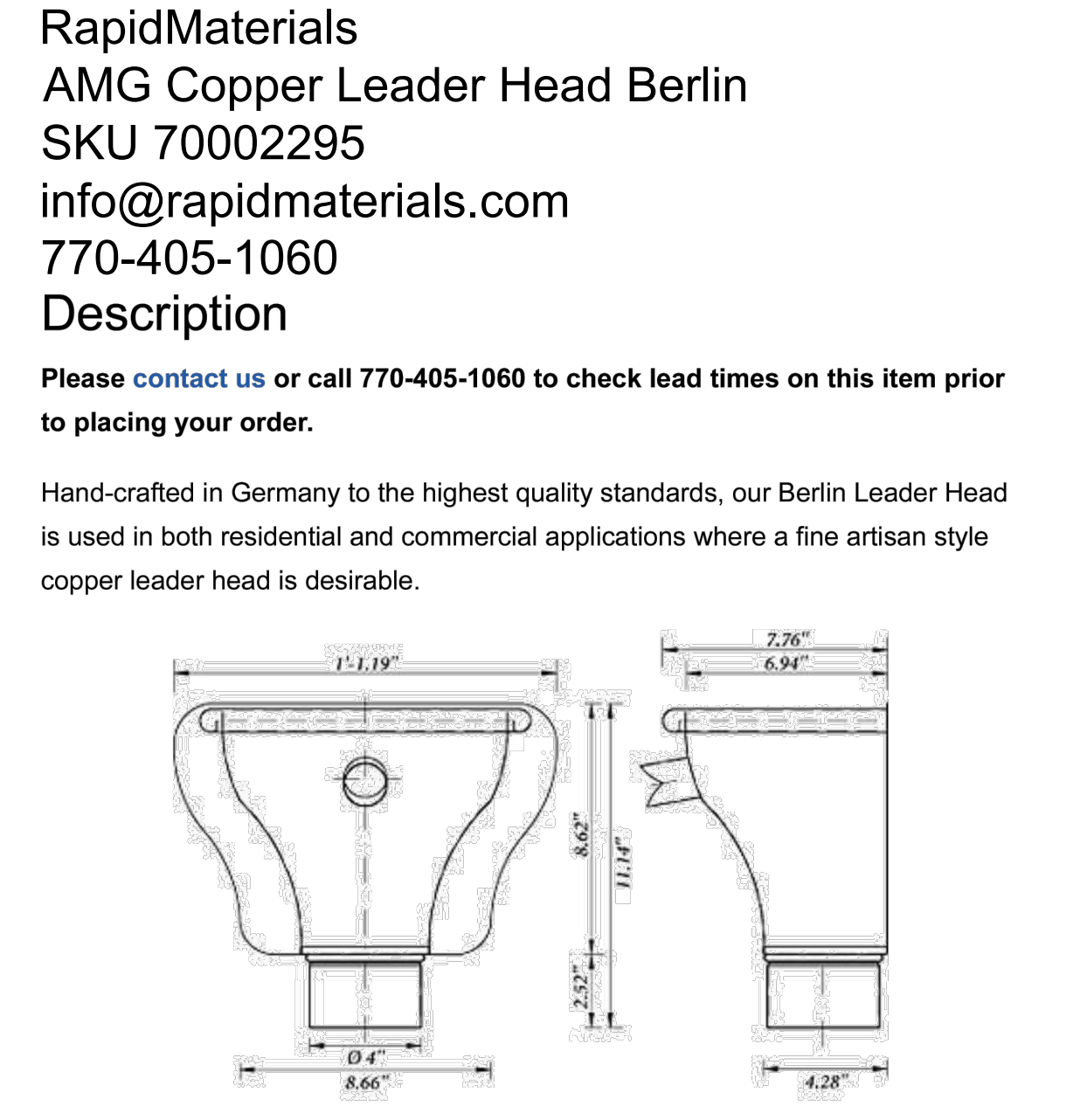
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██████████	DRILL-TEC®							
██████████	WOOD NAILER							
██████████	ROOF DECK/SUBSTRATE							

Roofing systems shall adhere to all Manufacturer's Installation Instructions and Specifications

LANDRY ARCHITECTURE LLC  
1618 St. Charles Ave.  
New Orleans LA 70130  
tel. 504.528.9611  
fax. 504.528.9613  
www.landryarch.com

Building Sections

Historical Museum  
of South Padre Island  
— R E N O V A T I O N —  
South Padre Island, Texas

REGISTERED ARCHITECT  
MIGUEL A. GONZALEZ  
STATE OF TEXAS  
August 24, 2023

PROJECT NUMBER:	2126
DRAWN BY:	L.A.
CHECKED BY:	M.M.L.
DATE:	August 24, 2023
REVISIONS:	

COMPONENT	TYPE	REQUIRED	ATTACHMENT	RATE OF APPLICATION
DECK	Steel 33 ksi	22 g/gauge	Per Code	N/A
INSULATION 1	Demo Deck® Roof Board, 900 psi ASTM C137	1 layer	Loose-laid	Per GAF requirements
INSULATION 2	EverGuard® Tapered Polyiso Insulation, 20 psi ASTM C1289 Type I, Class 1, Grade 2 Slope: 4" x 4", 1:4" Slope Total LTR: 0.6	Tapered, per plans - see note below	Simultaneously fastened with: Drill-Tec® #12 Fastener Drill-Tec® "J" Standard Steel Plate	Field: 5 fasteners per 4' x 4' board Perimeter: 5 fasteners per 4' x 4' board Corners: 5 fasteners per 4' x 4' board
SINGLE PLY MEMBRANE	EverGuard® TPO 60 mil White ASTM D6678 Slope: 100:50:50	1 ply	Fastened with: Drill-Tec® #12 (R15) Fastener Drill-Tec® "J" Standard Steel Plate	10' sheets fastened 8" o.c. in the 6" laps and sealed with a 1.5" heat weld. Half sheets are required at the perimeter, see Perimeter Half Sheet Table in Spec Manual.
FLASHING MEMBRANE	EverGuard® TPO 60 mil White ASTM D6678 Slope: 94	1 ply	EverGuard® TPO Quick Spray Adhesive	Applied at a total rate of 10 squares (1,000 sq. ft.) per center equally to both the substrate and the underside of the membrane. Membranes must be mechanically fastened along the base of the wall and also along the top of the wall. A layer of 10 lb. Demo Deck Prime or Securock Gypsum Fiber may be attached to the wall prior to installing flashing membrane if required.
GUARANTEE	EverGuard® Diamond Pledge™ NDL Roof Guarantee	20 years		Guarantee fee applicable

QUO-88321-1JRXV4 - 1  
8/8/2023  
Page 1 of 1

Historical Museum, 610 Padre Blvd, South Padre Island, TX 78597  
SPECIFICATION: TMANN160

Agency	VALUE	REPORT #	PAGE #	SYSTEM #
FBC	52.5.pdf (105.pdf)	FL5293455	page 86 of 156	5.52

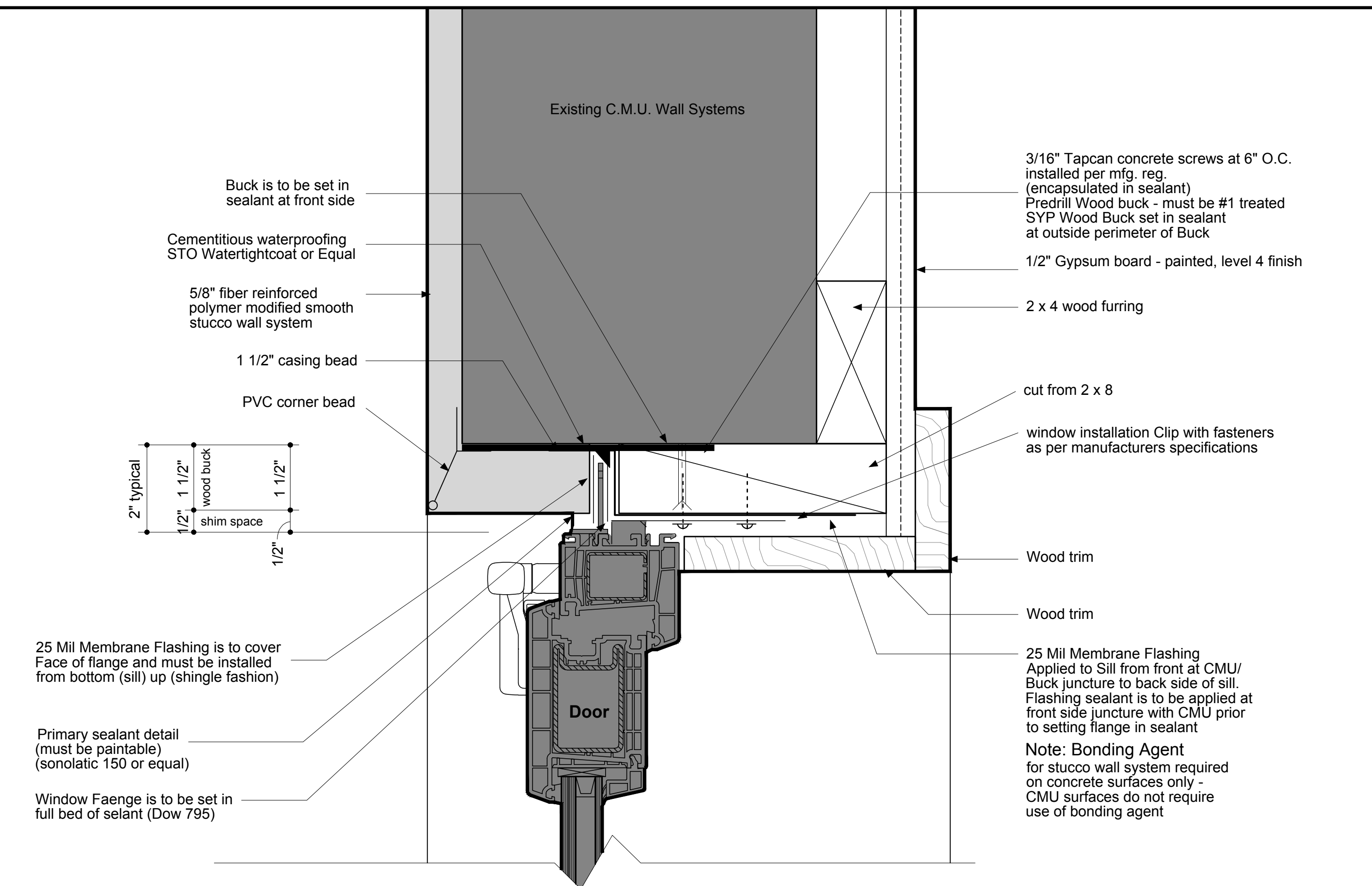


Exterior Door Details

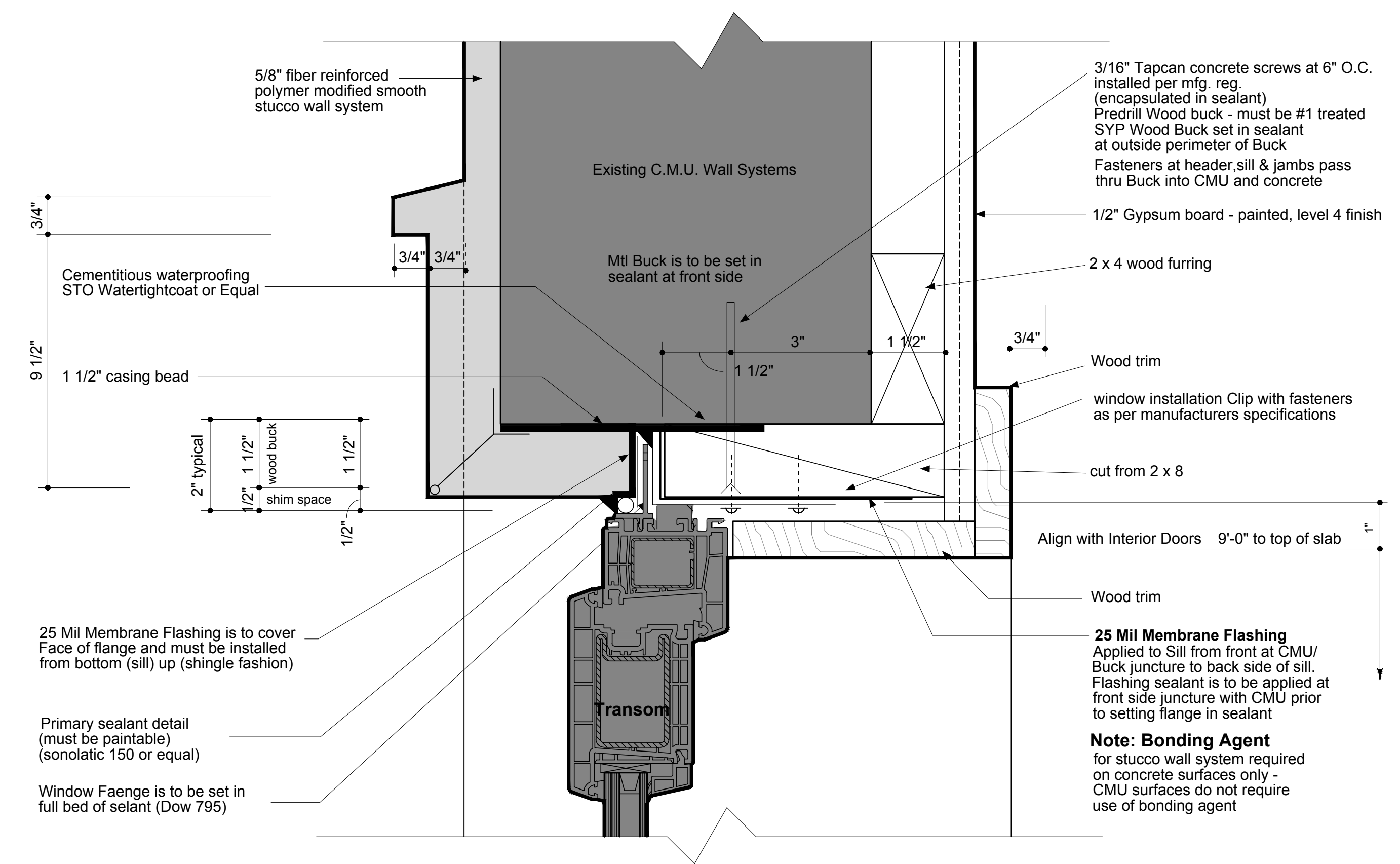
**Historical Museum**  
 of South Padre Island  
 — RENOVATION —  
 South Padre Island, Texas



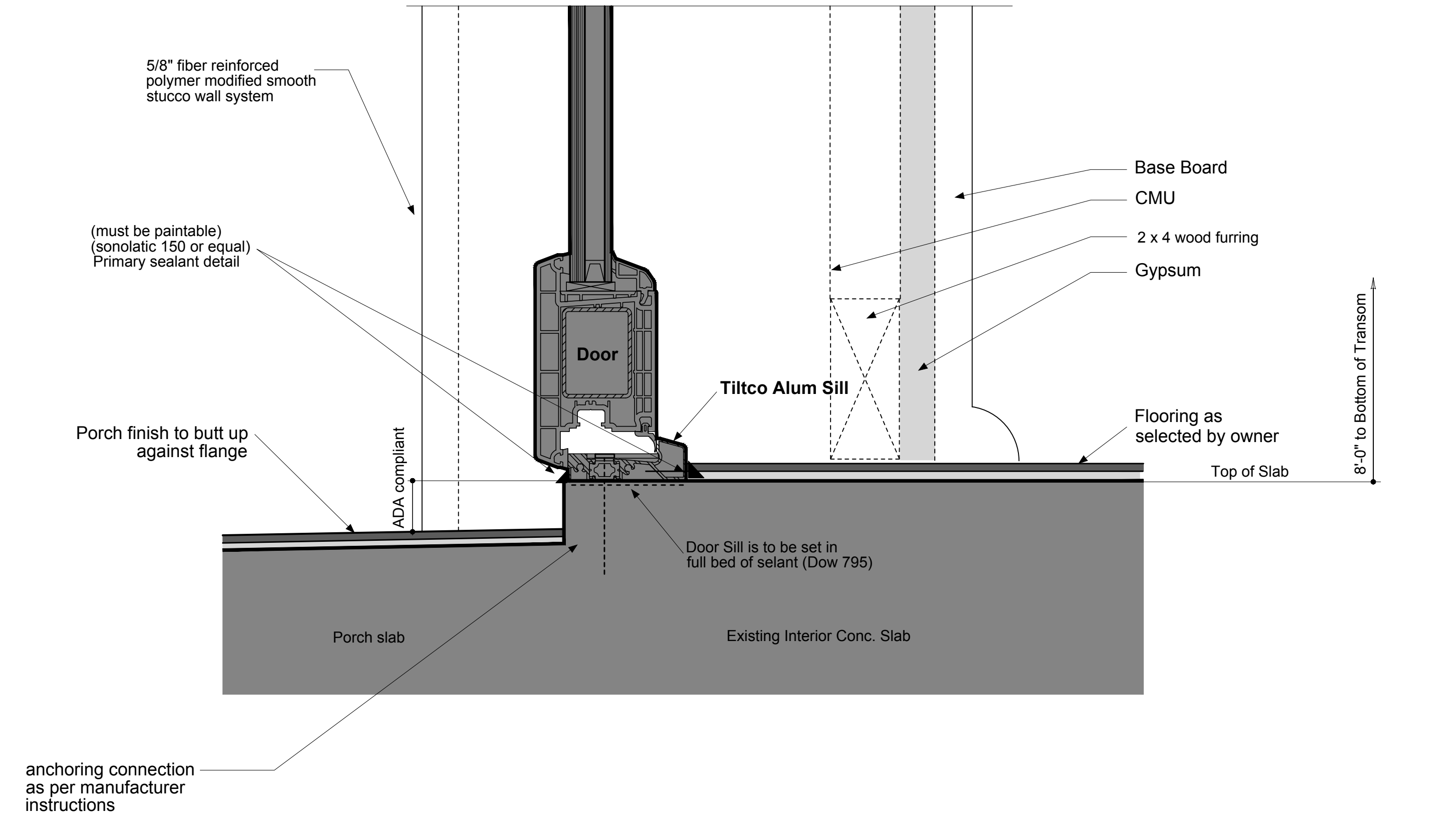
PROJECT NUMBER:	2126
DRAWN BY:	L.A.
CHECKED BY:	M.M.L.
DATE:	August 24, 2022
REVISIONS:	



**2** Tiltco French Door Jamb @ Entry + Rear  
 Scale: 6" = 1'-0"



**3** Tiltco Door Head @ Entry + Rear  
 Scale: 6" = 1'-0"



**1** Tiltco French Door Sill @ Entry + Rear  
 Scale: 6" = 1'-0"





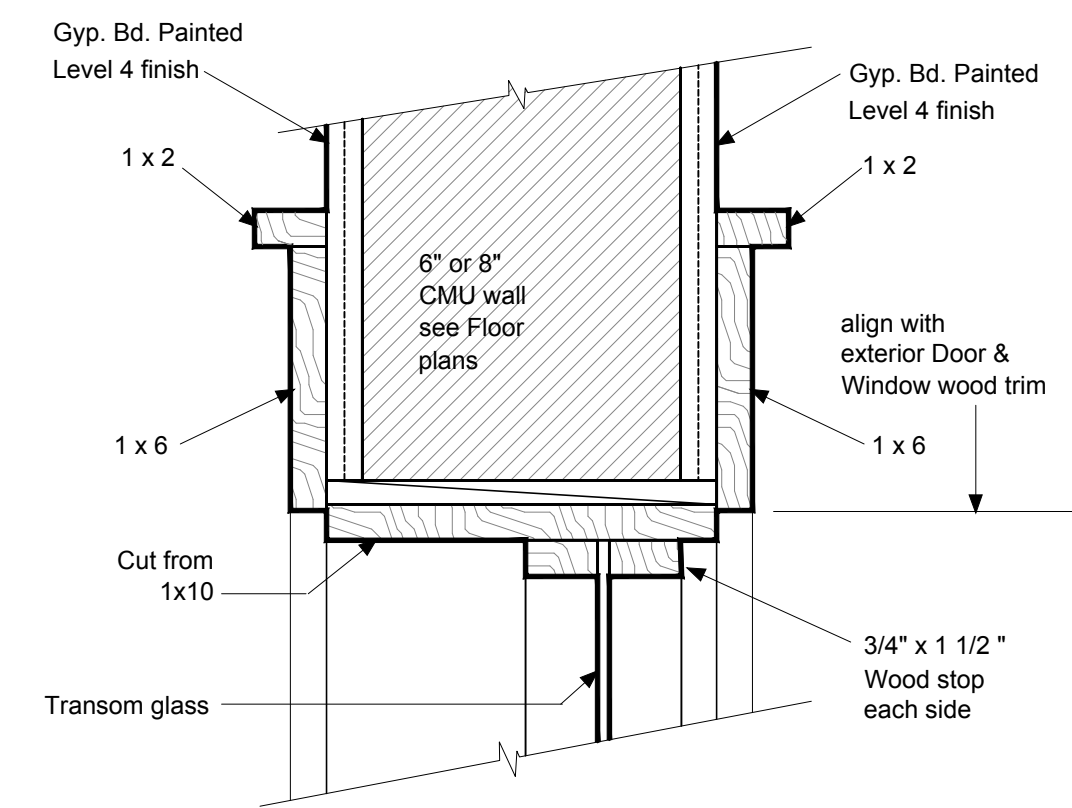
Interior Door Details

**Historical Museum**  
of South Padre Island  
**— RENOVATION —**  
South Padre Island, Texas

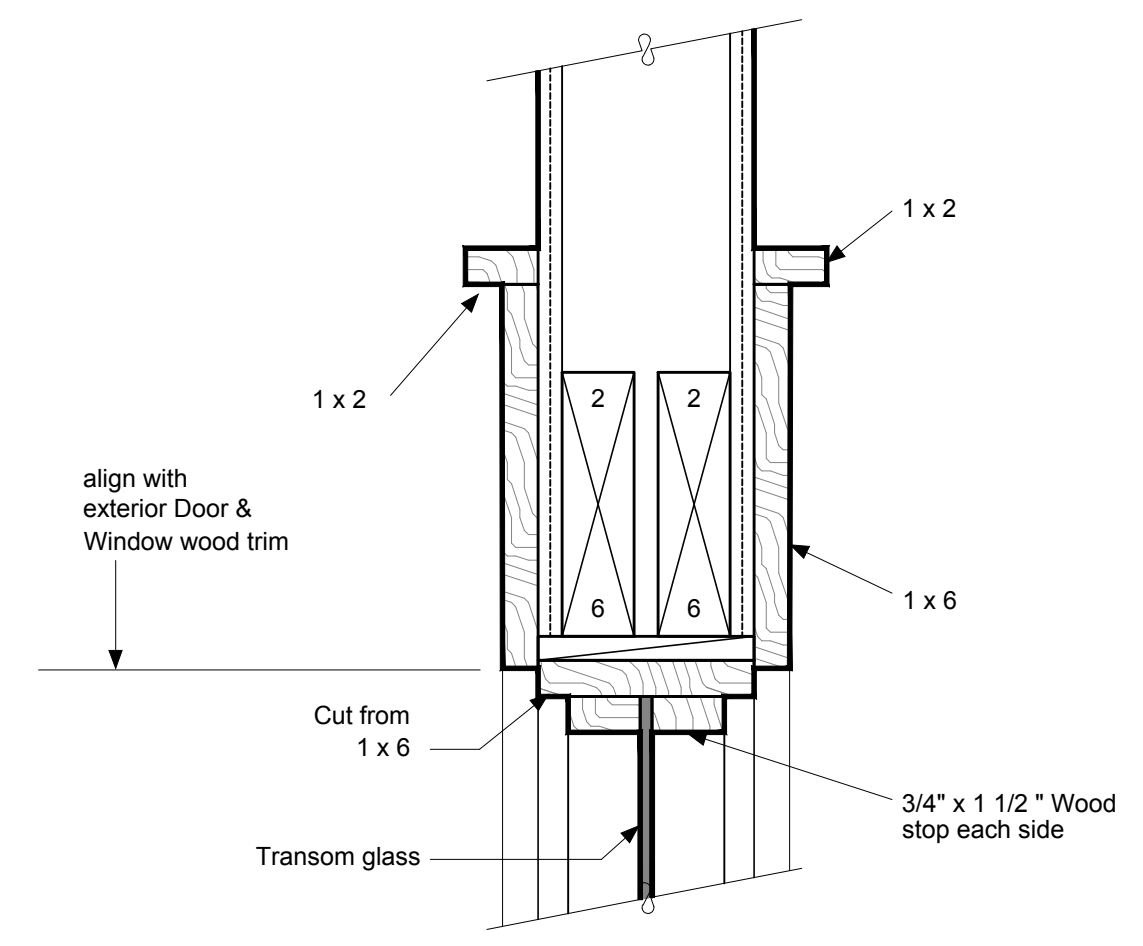


August 24, 2023

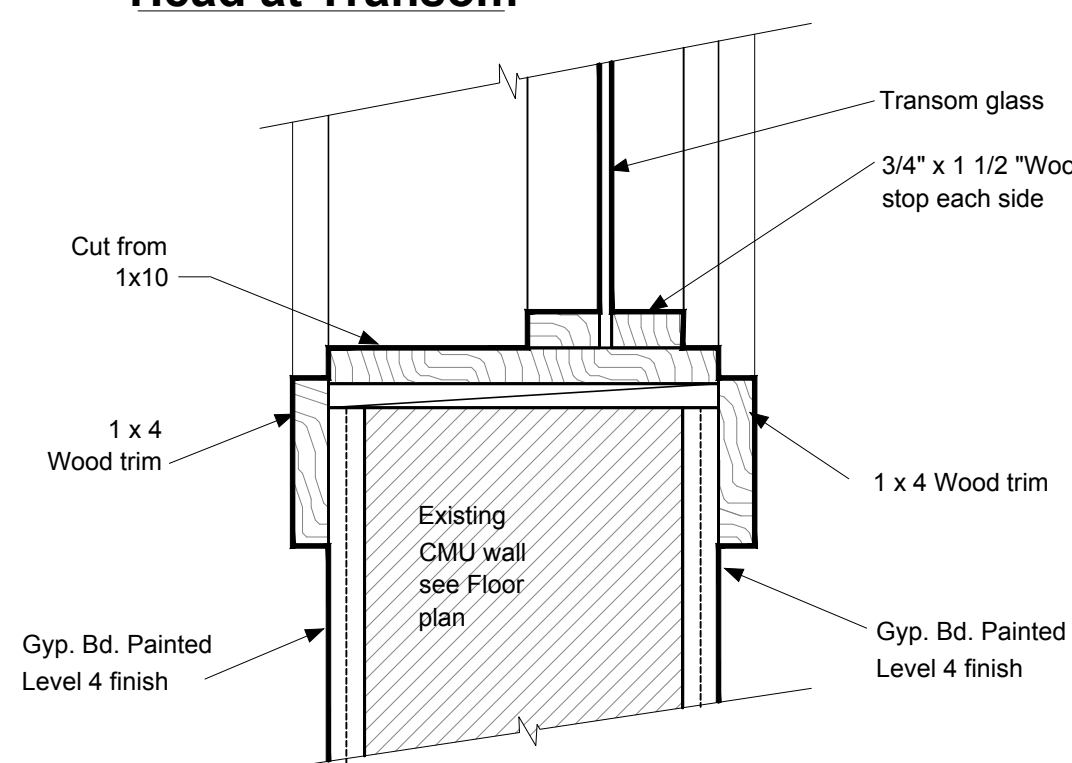
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DRAWN BY:	L.A.
CHECKED BY:	M.M.L.
DATE:	August 24, 2023
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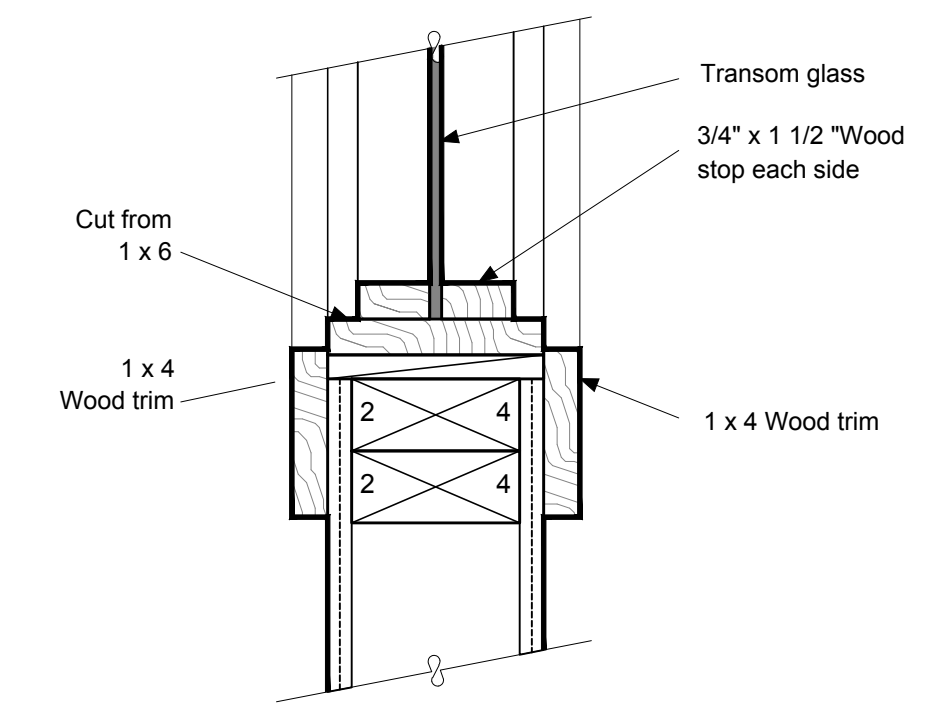
**Head at Transom**



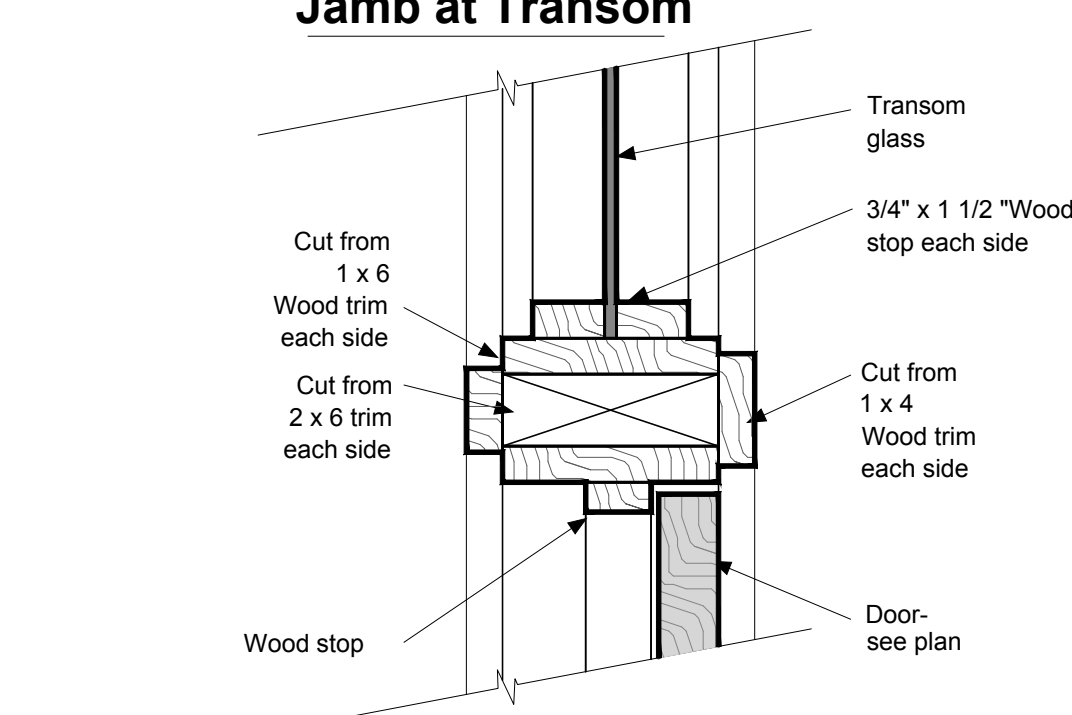
**Head at Transom or Door**



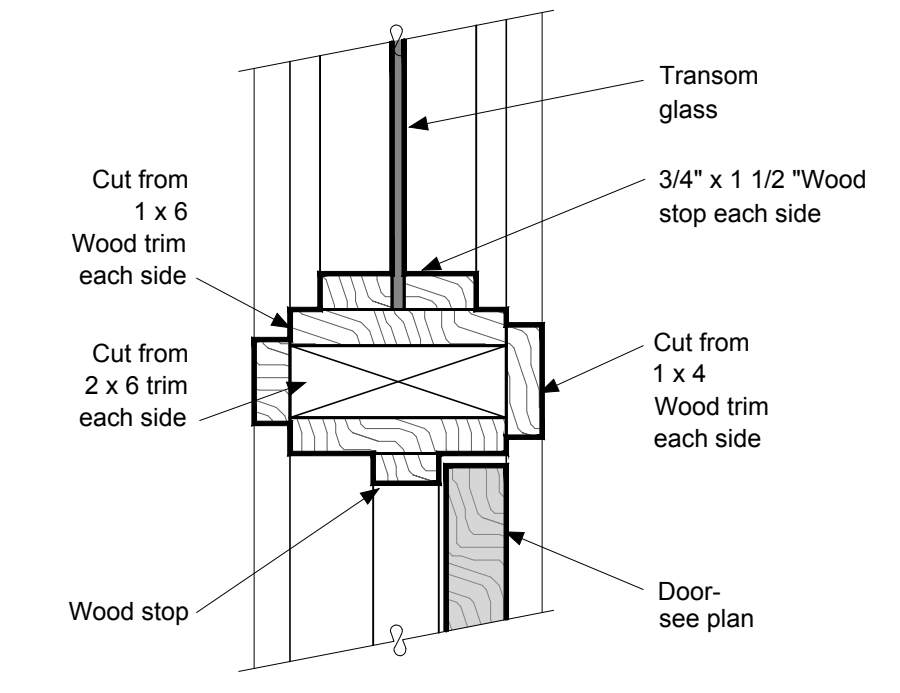
**Jamb at Transom**



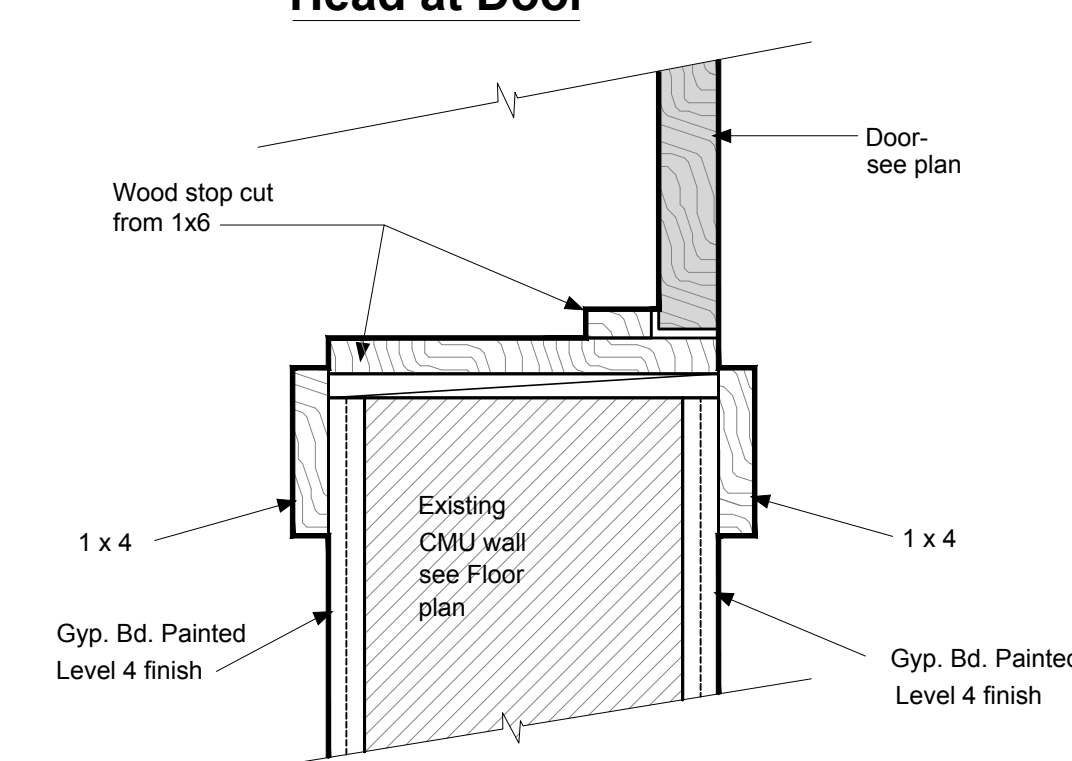
**Jamb at Transom**



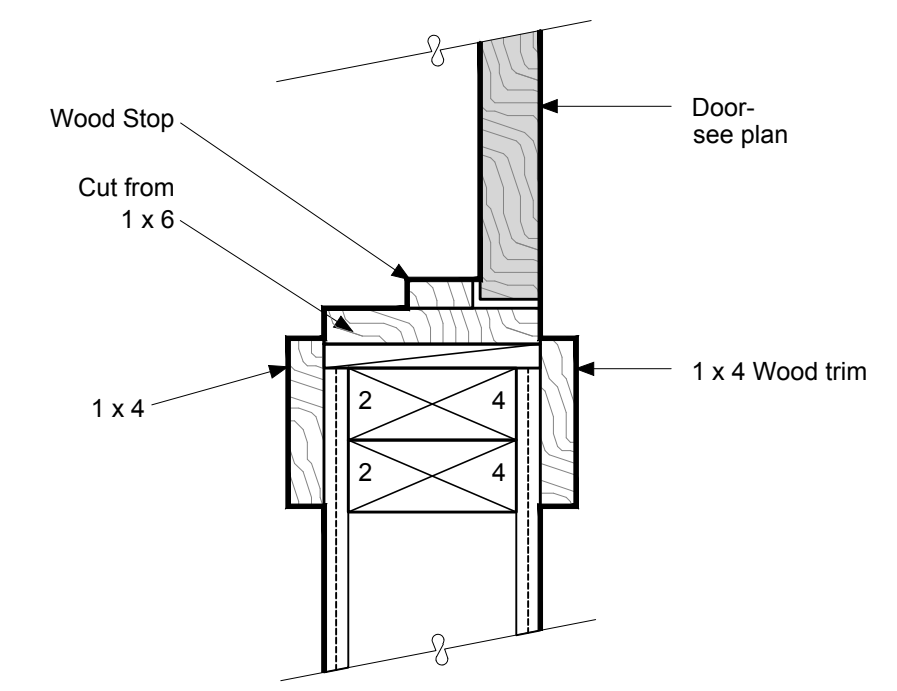
**Head at Door**



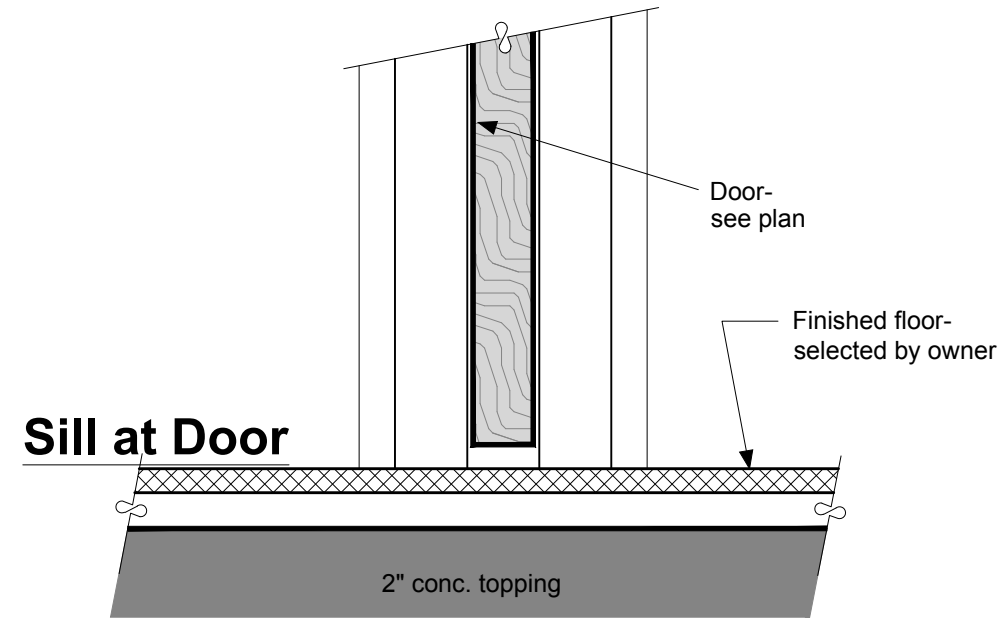
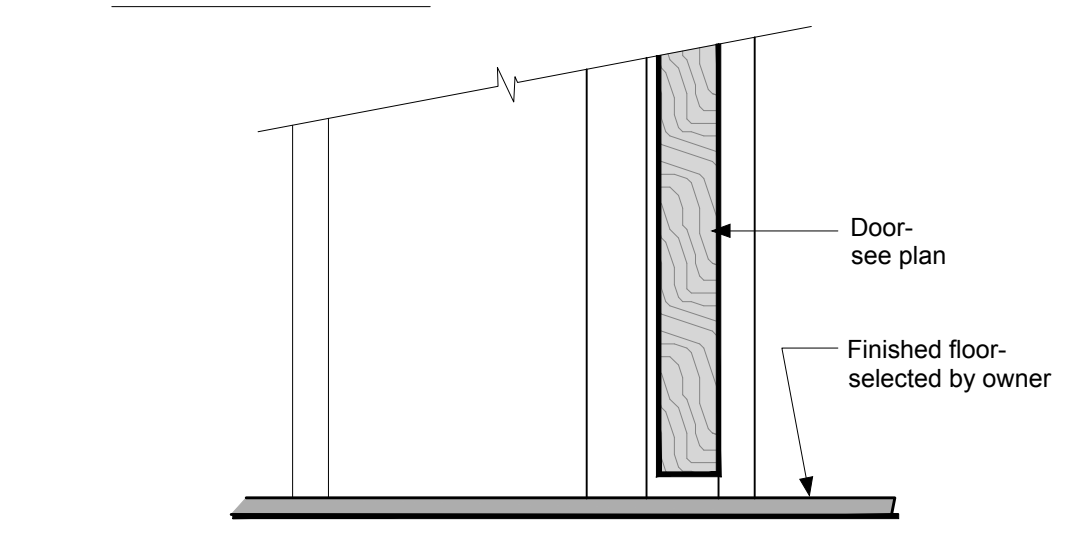
**Head at Door**



**Jamb at Door**



**Jamb at Door**



**Sill at Door**

**2** Interior Door in C.M.U. W/ Transom  
**7.2** Scale: 3" = 1'-0"

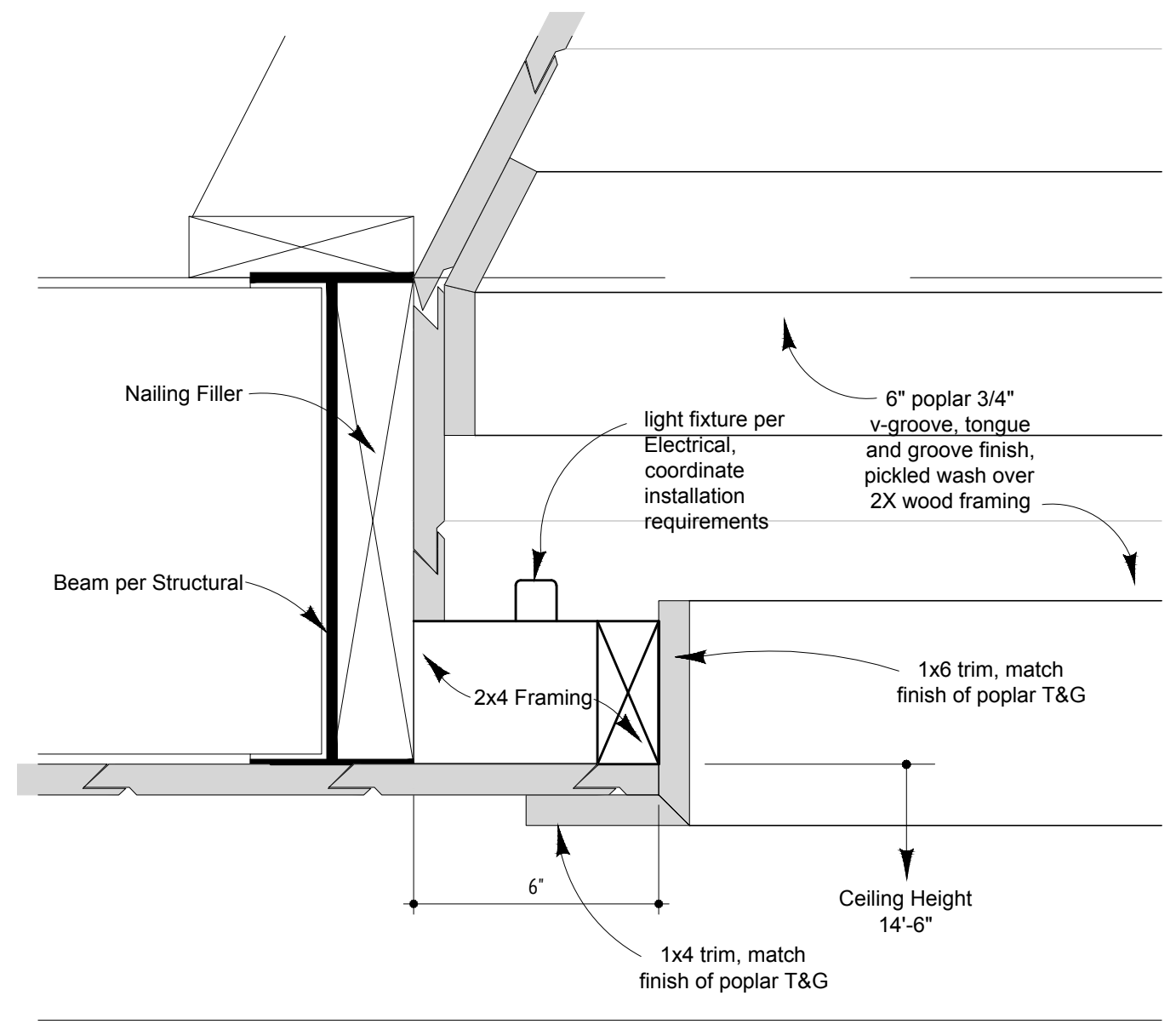
**1** Inter. Swing. Door W/ and W/out Trans.  
**7.2** Scale: 3" = 1'-0"

**7.2**

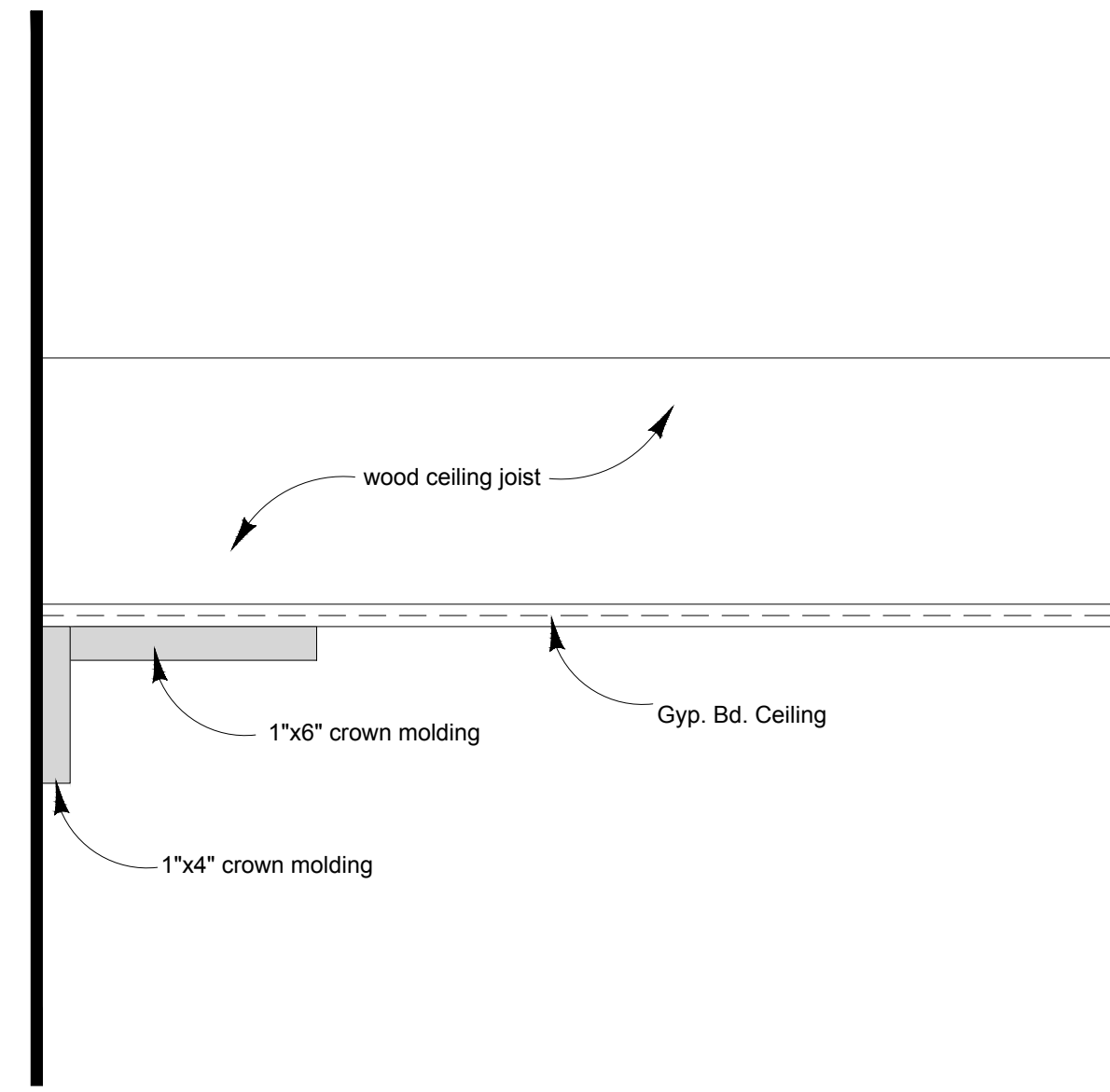
Reflected Ceiling Plans

Historical Museum  
 of South Padre Island  
 — RENOVATION —  
 South Padre Island, Texas

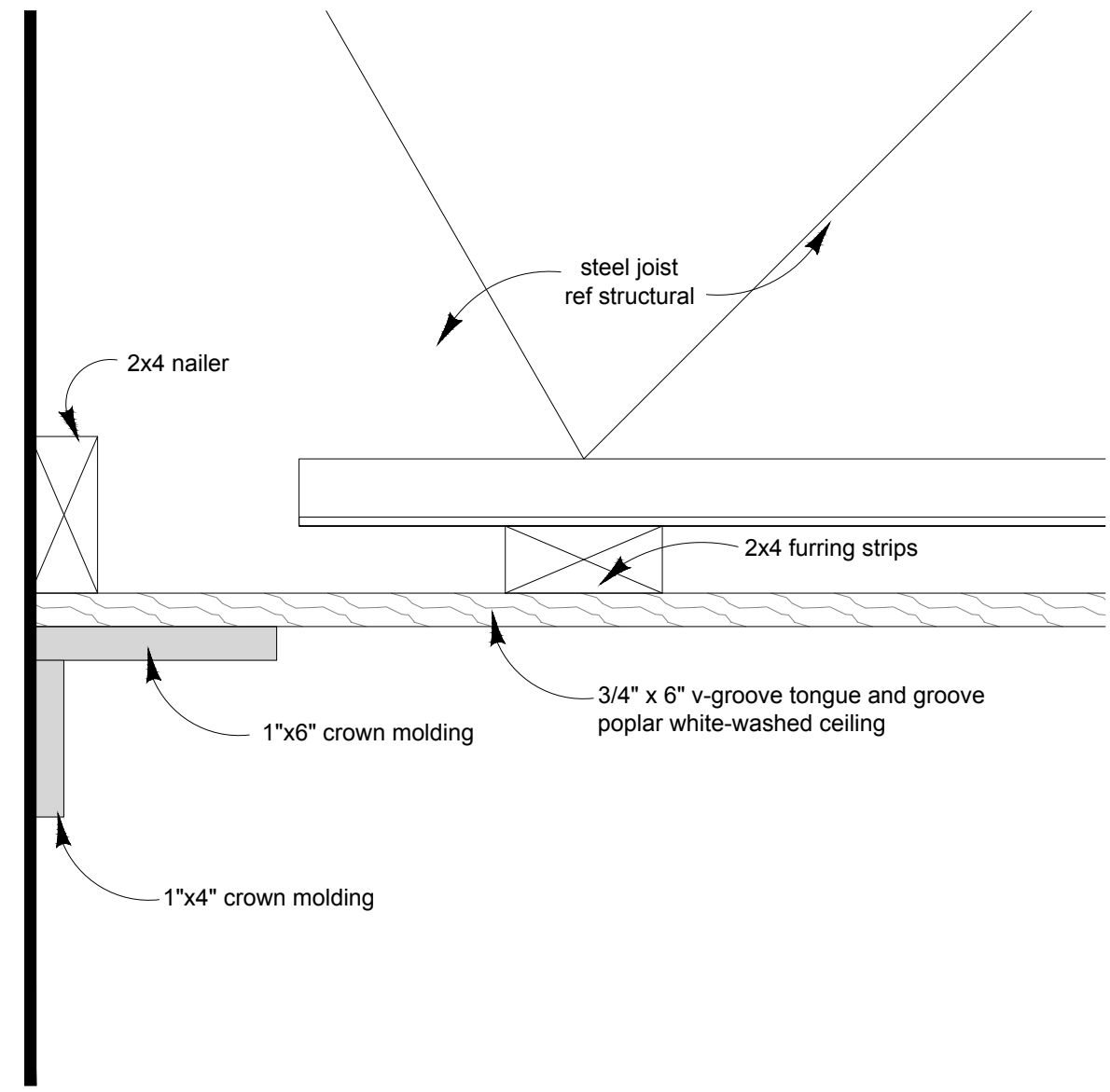
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DRAWN BY:	L.A.
CHECKED BY:	M.M.L.
DATE:	August 24, 2023
REVISIONS:	



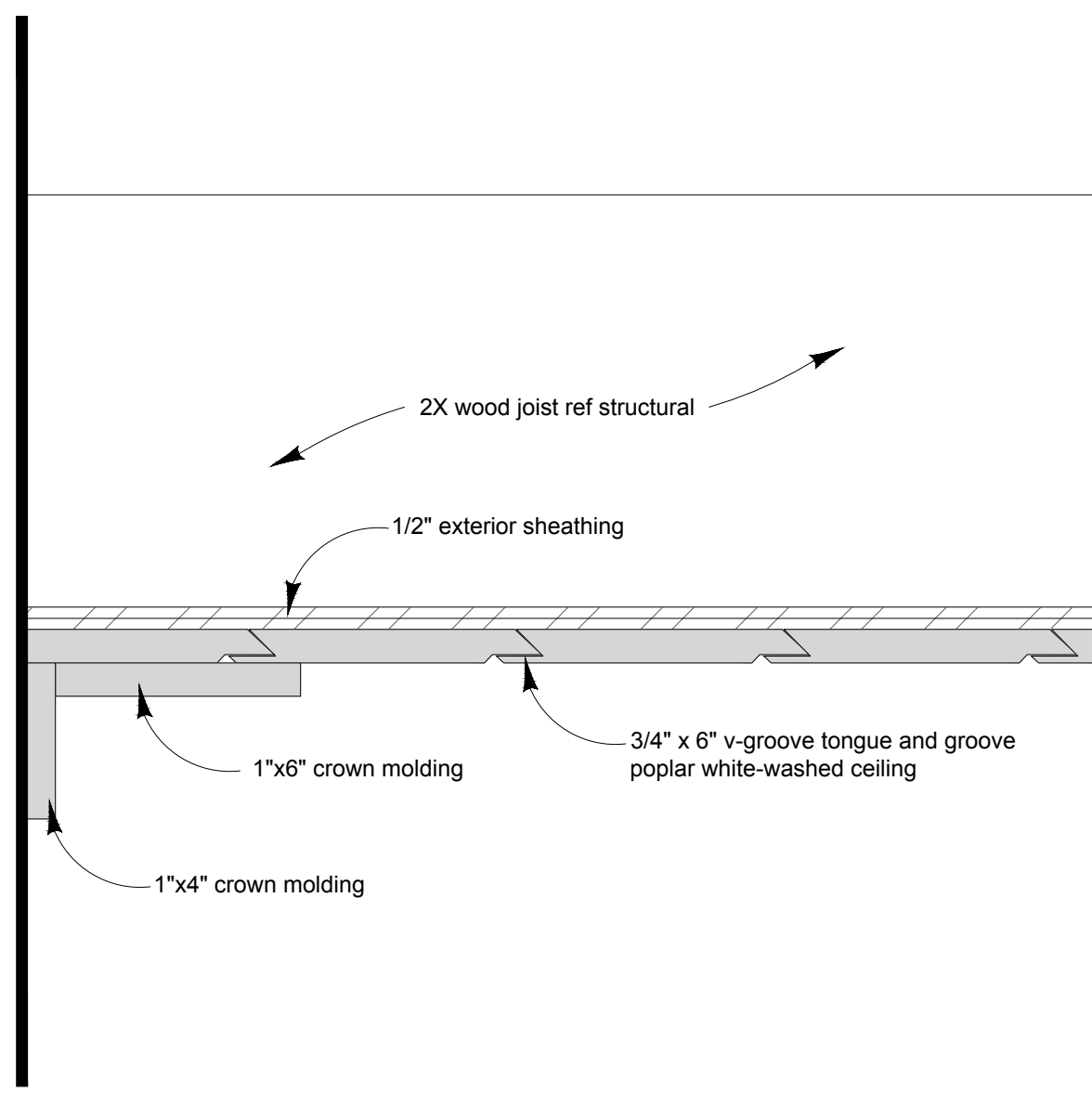
6 Typ. Detail at Cove  
 9.1 Scale: 3" = 1'-0"



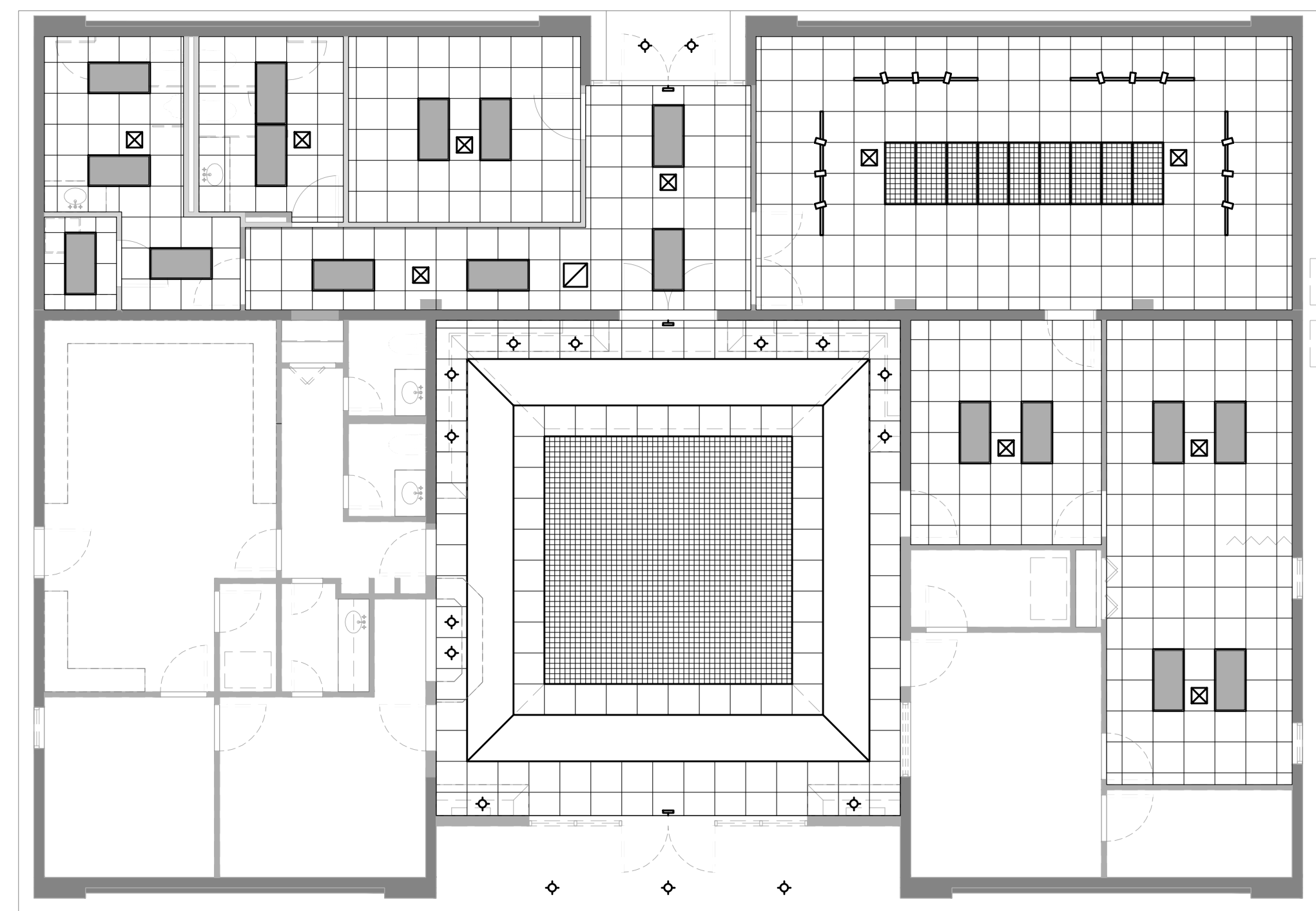
5 Typ. Detail at Gyp. Bd. Ceilings  
 9.1 Scale: 3" = 1'-0"



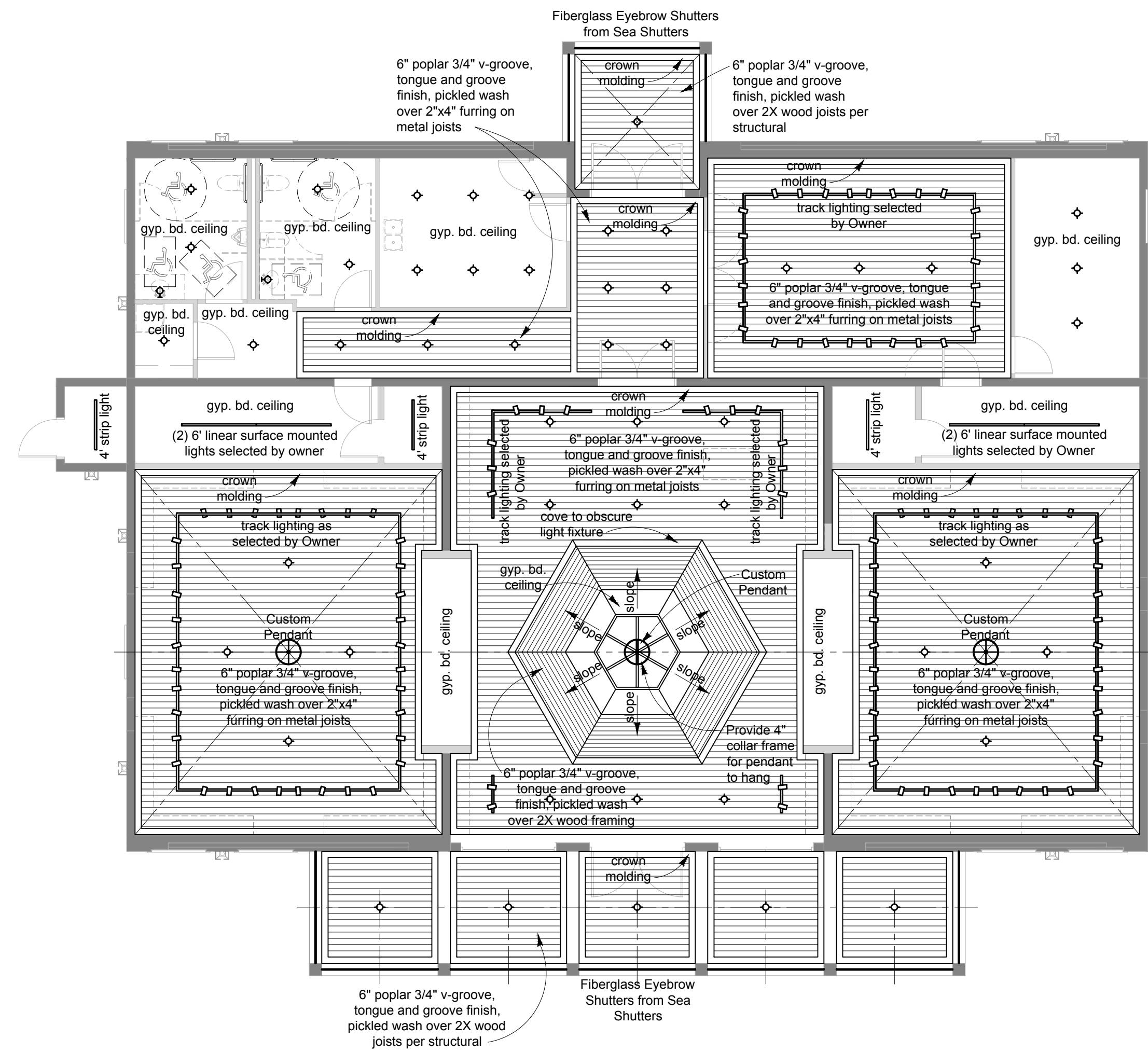
4 Typ. Ceiling Detail at Galleries  
 9.1 Scale: 3" = 1'-0"



3 Typ. Soffit Detail at the Porches  
 9.1 Scale: 3" = 1'-0"



1 Existing Reflected Ceiling Plan  
 9.1 Scale: 1/8" = 1'-0"



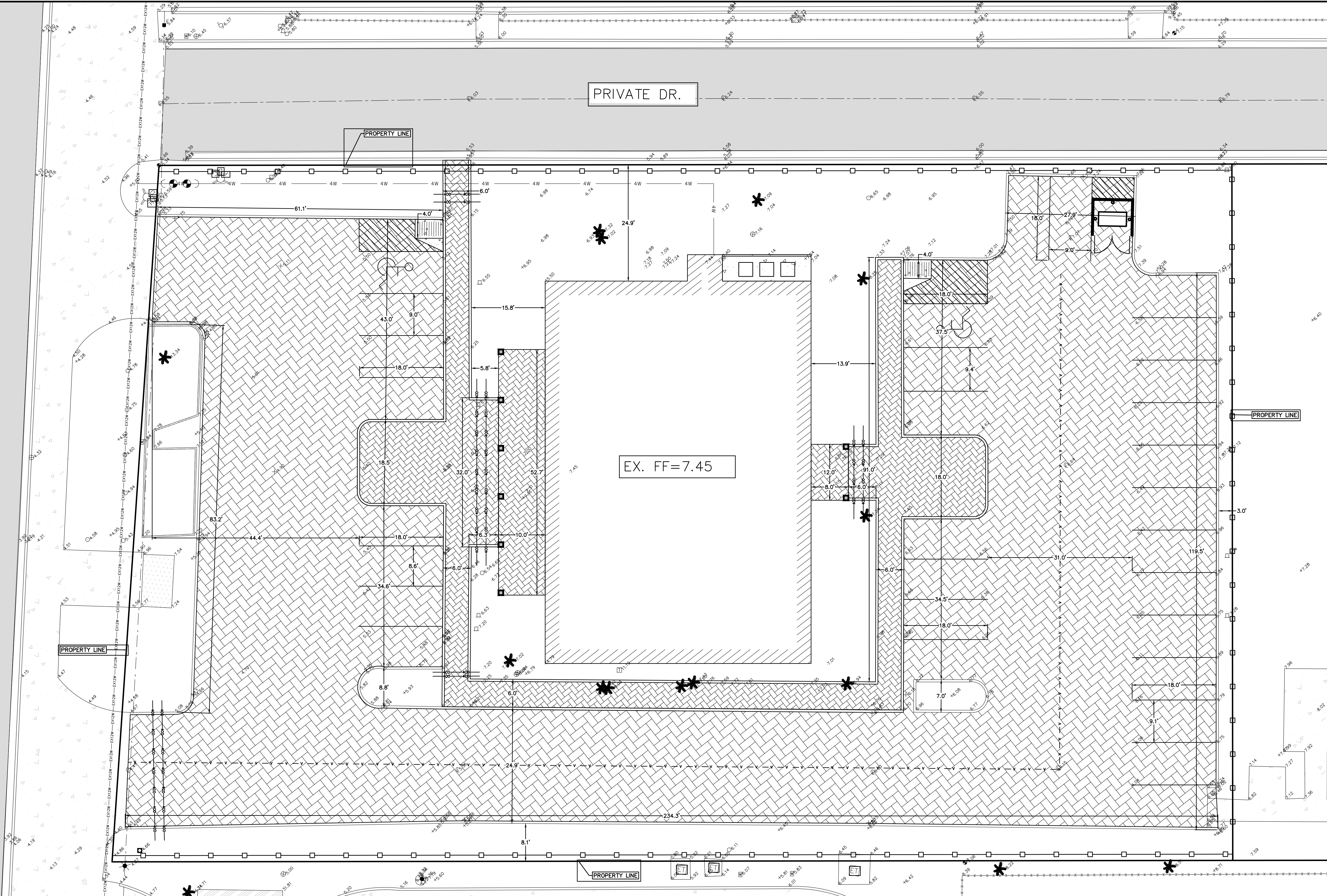
2 Proposed Reflected Ceiling Plan  
 9.1 Scale: 1/8" = 1'-0"





PADRE BLVD.

PRIVATE DR.



Moore Land  
Surveying, LLC  
14216 Palis Drive, La Feria, TX 78359  
956245-0988  
956245-0981  
FBLS Firm No. 10194186  
TBE Firm No. 19193

DIMENSION  
CONTROL PLAN

Historical Museum  
of South Padre Island  
— R E N O V A T I O N —  
South Padre Island, Texas



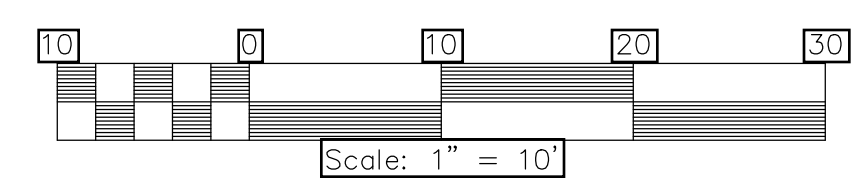
PROJECT NUMBER: 2126  
DRAWN BY: E.R.  
CHECKED BY: D.M.  
DATE: AUGUST 24, 2023  
REVISIONS:

**SPECIAL FLOOD HAZARD AREA:**

- PROPOSED ALTERATIONS INCLUDE:  
1. REMOVING EXISTING ASPHALT  
2. SODDING & LANDSCAPING  
3. PAVING NEW SIDEWALKS W/ PAVERS

- CONTRACTOR TO VERIFY VERTICAL AND HORIZONTAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL CONTACT CITY OF SOUTH PADRE ISLAND FOR INSPECTIONS
- CONTRACTOR SHALL CONTACT LMWD PRIOR TO CONNECTING TO UTILITIES.
- SITE LIES IN ZONE "AE-7" & ZONE "X-SHADED"
- WASTE DISPOSAL SHALL BE PER CITY OF SPI CITY CODE.
- ASSUMED NO TEMPORARY STOCKPILES.
- ASSUMED NO SITE DEWATERING.
- ALL ELEVATIONS (EXISTING & PROPOSED) ARE RELATIVE TO MEAN SEA LEVEL AND BASED ON NAVD 88.

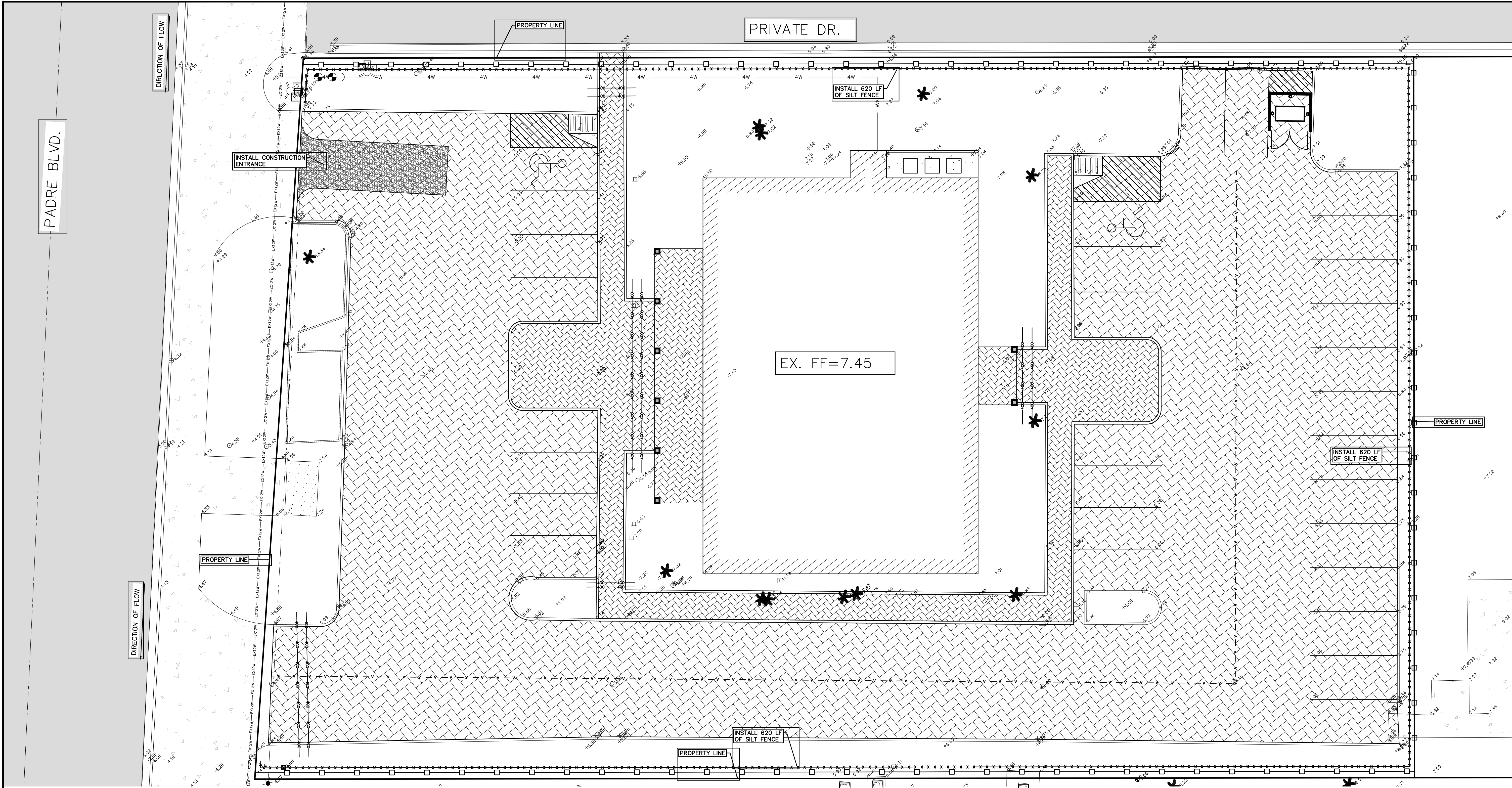
**LEGEND**

SCALE 1"=10'

C2.0





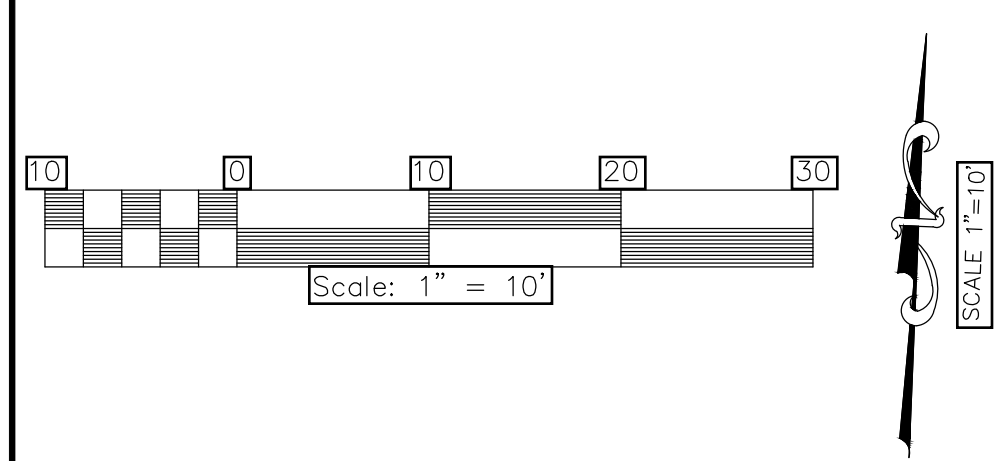
Moore Land Surveying, LLC  
 14216 Palis Drive, La Feria, TX 78359  
 (956) 445-0988  
 TBSL Firm No. 10194186  
 (956) 445-4651  
 IBE Firm No. 19176

EROSION CONTROL PLAN

Historical Museum of South Padre Island  
 — R E N O V A T I O N —  
 South Padre Island, Texas



PROJECT NUMBER: 2126  
 DRAWN BY: E.R.  
 CHECKED BY: D.M.  
 DATE: AUGUST 24, 2023  
 REVISIONS:

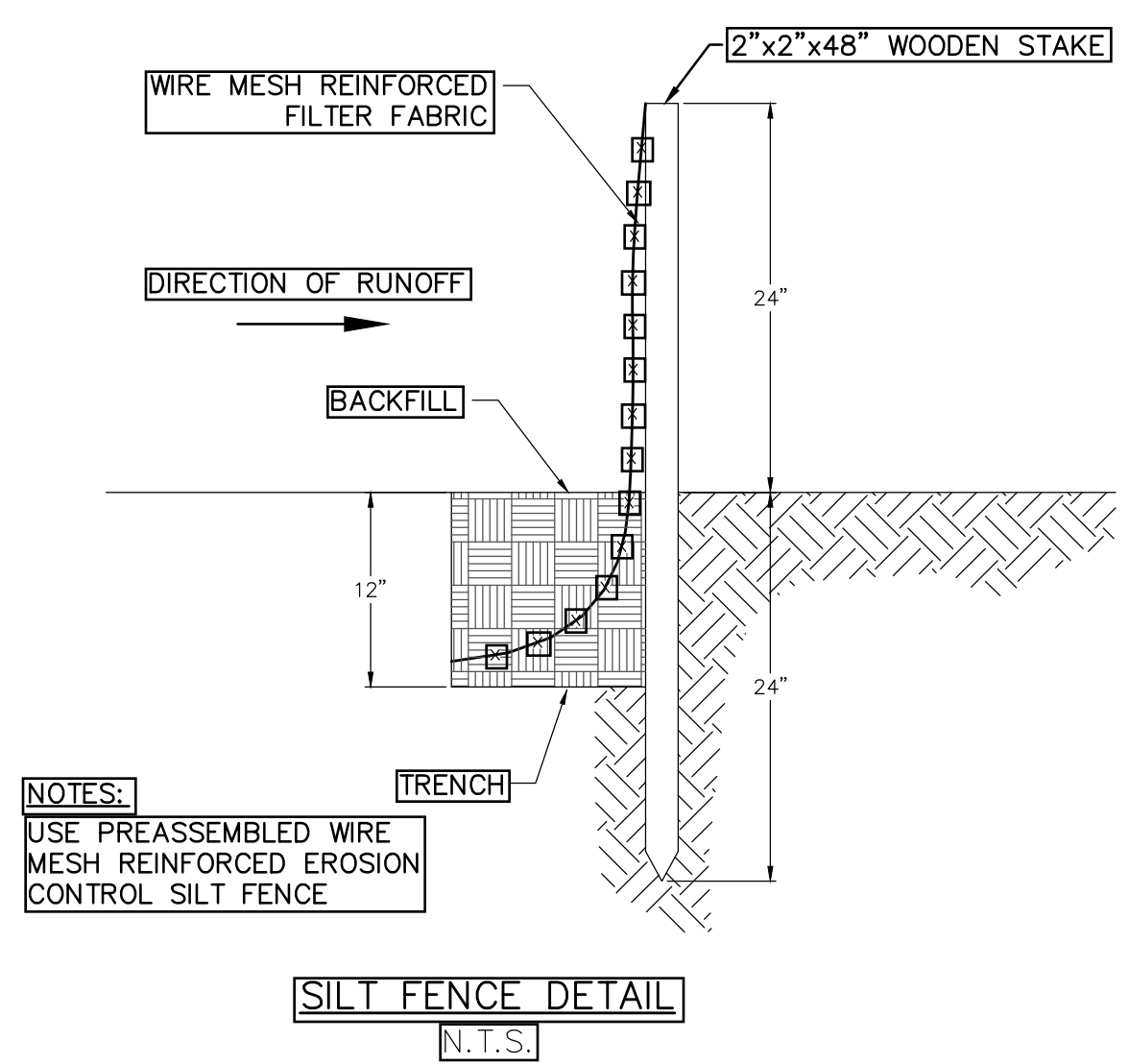
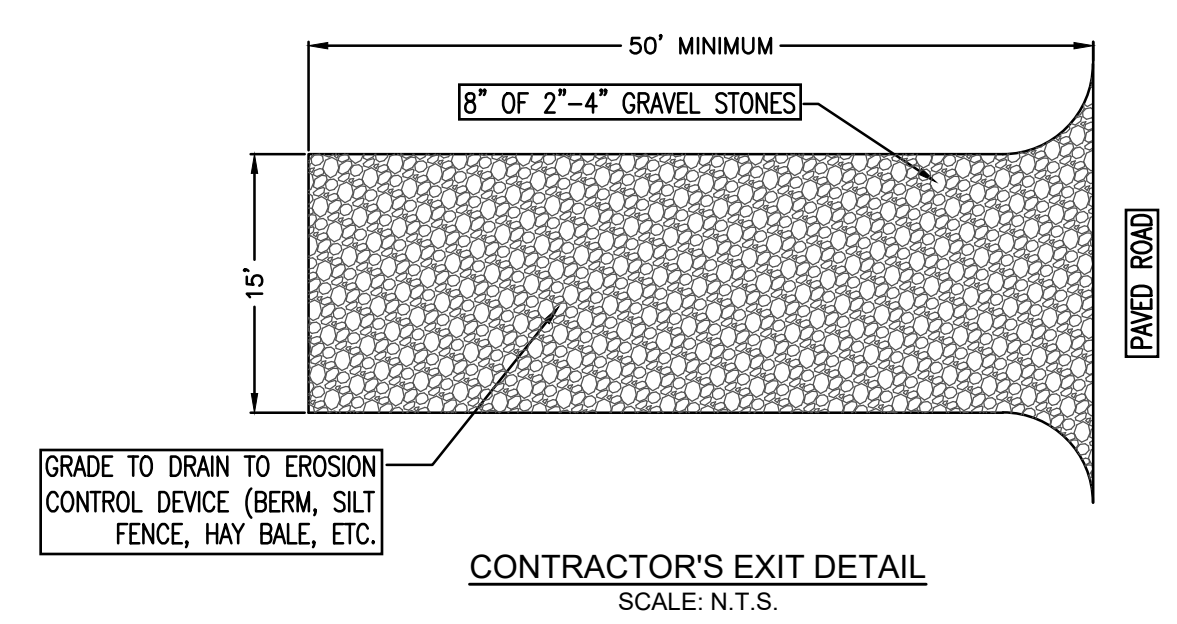


LEGEND

⊕	IRON ROD FOUND	○	GUY WIRE ANCHOR
⊗	X MARK FOUND	★	LIGHT POST
⊙	X MARK SET	□	MAILBOX
⊠	IRON ROD SET WITH CAP STAMPED	⊠	CLEANOUT
⊡	WOODRINGS PEDestal	⊡	WATER VALVE
⊢	WATER METER	⊢	MANHOLE
⊣	POWER POLE	⊣	GAS METER
		⊤	CLEAN OUT

— EX 8" — EX 8" — EX 8" —	EXIST. 8" WATERLINE
— — — — —	PROP. VALLEY CUTTER
— — — — —	EXISTING OVHD. ELEC.
— 2W — 2W — 2W —	PROP. 2" WATERLINE
— TOE — TOE —	TOE OF BANK
— — — — —	EX. FENCE
— 4W — 4W —	PROP. 4" WATERLINE
— — — — —	PROP. FENCE
— — — — —	PROP. SILT FENCE
— — — — —	PROP. CONCRETE
— — — — —	HMAC
— — — — —	PROP. PAVERS



SPECIAL FLOOD HAZARD AREA:  
 PROPOSED ALTERATIONS INCLUDE:  
 1. REMOVING EXISTING ASPHALT  
 2. SODDING & LANDSCAPING  
 3. PAVING NEW SIDEWALKS W/ PAVERS

- CONTRACTOR TO VERIFY VERTICAL AND HORIZONTAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL CONTACT CITY OF SOUTH PADRE ISLAND FOR INSPECTIONS
- CONTRACTOR SHALL CONTACT LMWD PRIOR TO CONNECTING TO UTILITIES.
- SITE LIES IN ZONE "AE-7" & ZONE "X-SHADED"
- WASTE DISPOSAL SHALL BE PER CITY OF SPI CITY CODE.
- ASSUMED NO TEMPORARY STOCKPILES.
- ASSUMED NO SITE DEWATERING.
- ALL ELEVATIONS (EXISTING & PROPOSED) ARE RELATIVE TO MEAN SEA LEVEL AND BASED ON NAVD 88.

- EROSION CONTROL NOTE: (SMALL CONSTRUCTION PROJECT)
- Prior to commencing construction operations, erosion control devices shall be installed as indicated on this erosion control plan or other areas as may be directed by the Owner's Representative or City Inspector.
  - Site entry and exit locations shall be maintained in a condition which will prevent tracking or flowing of sediment onto public roadways. All sediment spilled, dropped, washed or tracked on a public roadway must be removed immediately. When washing is required to remove sediment prior to entrance to a public roadway, it shall be done on an area stabilized with crushed stone which drains into an approved sediment basin. All fines imposed for tracking onto public roads shall be paid by the Contractor.
  - Erosion control devices and temporary seeding may be added or reduced in the field as directed by the Owners representative.
  - Maintenance - Erosion controls shall be repaired or replaced as inspection deemed necessary or as directed by the Owner's representative. Accumulated silt at any erosion control device shall be removed when it reaches a depth of 6 inches, and shall be distributed on site in a manner not contributing to additional silt.
  - The Contractor is responsible for reestablishing any erosion control device which he disturbs. Each contractor shall notify the Owner's representative of any deficiencies in the established erosion control measures which may lead to unauthorized discharge or storm water pollution, sedimentation to other pollutants. Unauthorized pollutants include, but are not limited to, excess concrete dumping or concrete residue, paints, solvents, greases, fuel and lube oil pesticides, any solid waste materials.
  - Utility Contractor to be responsible for placement of erosion control devices around any inlets as shown on this plan or discovered on site if not shown on this plan.
  - First week of construction will include installation of erosion control measures. Clearing & grubbing will commence second week of construction.
  - Potential pollutants are concrete washout, oil and trash.
  - Willis Development has legal responsibility for maintenance of erosion control structures and measures after development.
  - Finished grade shall not exceed 3:1.
  - Runoff from site will be controlled via silt fence and vegetative strips. Contractor will have site rock entrance.
  - Barring unforeseeable weather conditions, all disturbed ground left inactive for seven days shall be stabilized by seeding, sodding, mulching or covering or by other equivalent erosion control measures.
  - Vegetation shall be re-established prior to removal of erosion control measures.

C3.0







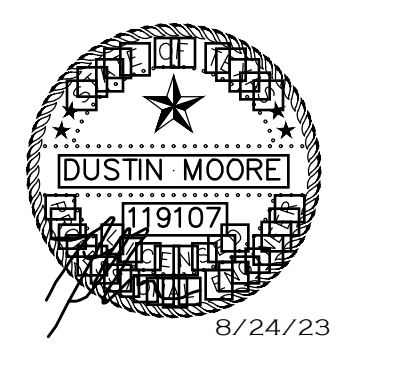




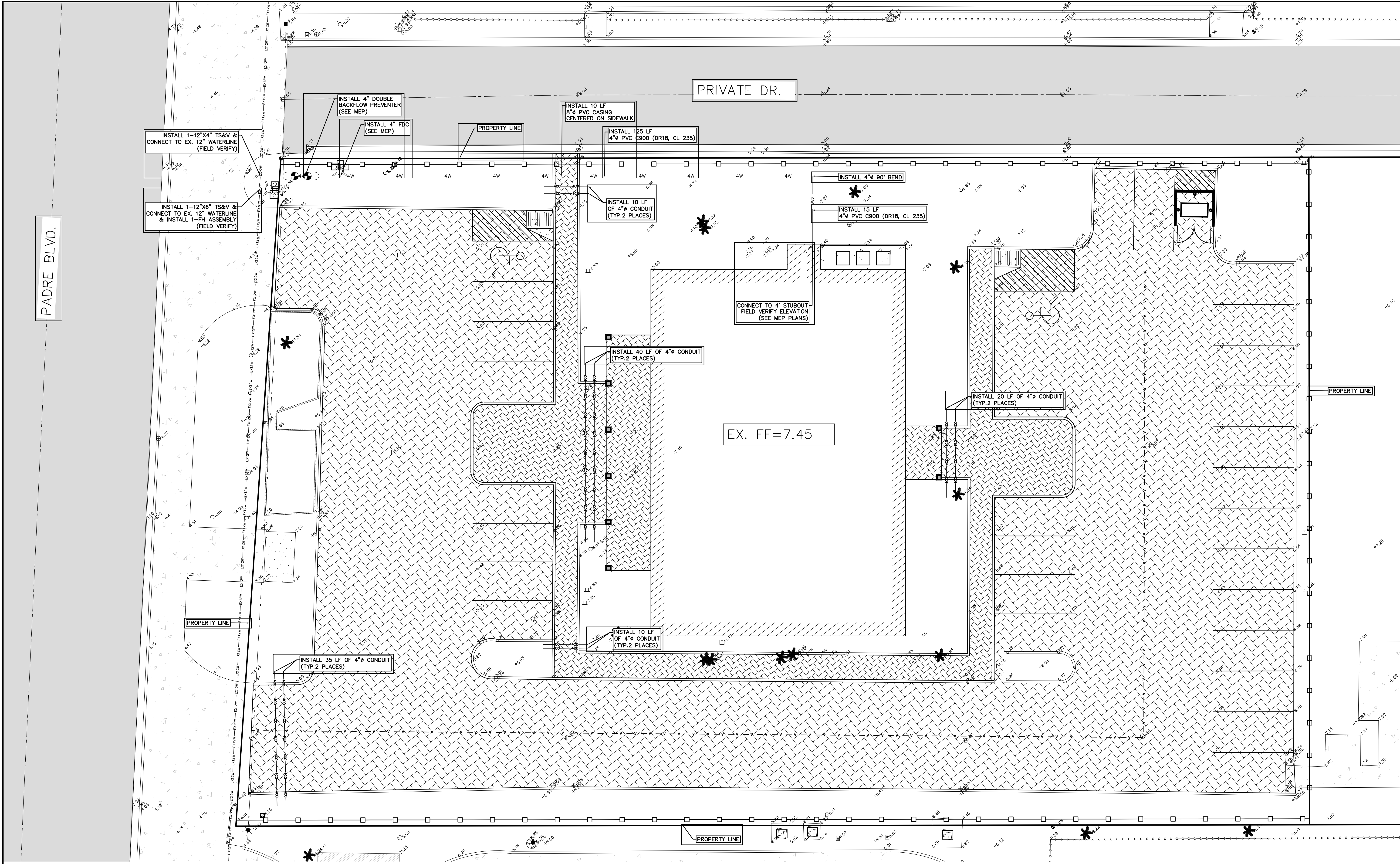
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UTILITY PLAN

Historical Museum  
of South Padre Island  
— R E N O V A T I O N —  
South Padre Island, Texas



PROJECT NUMBER:	2126
DRAWN BY:	E.R.
CHECKED BY:	D.M.
DATE:	AUGUST 24, 2023
REVISIONS:	

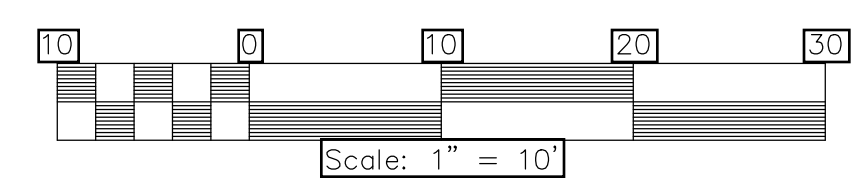


SPECIAL FLOOD HAZARD AREA:

- PROPOSED ALTERATIONS INCLUDE:
1. REMOVING EXISTING ASPHALT
  2. SODDING & LANDSCAPING
  3. PAVING NEW SIDEWALKS W/ PAVERS

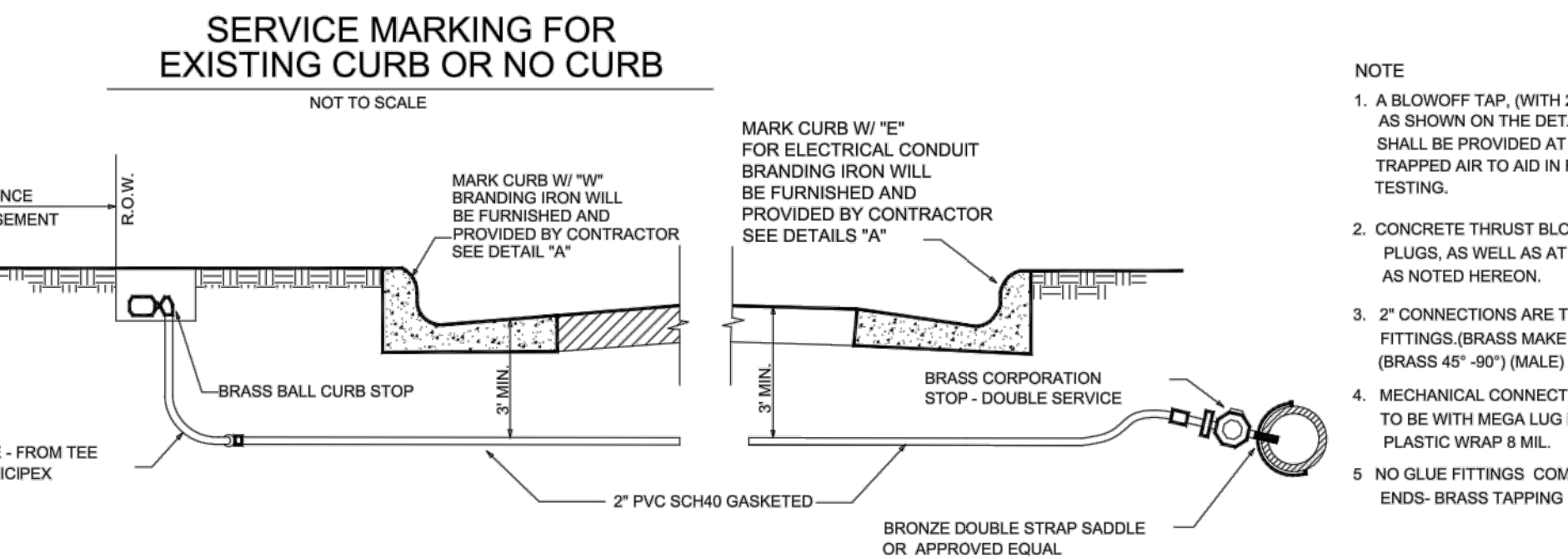
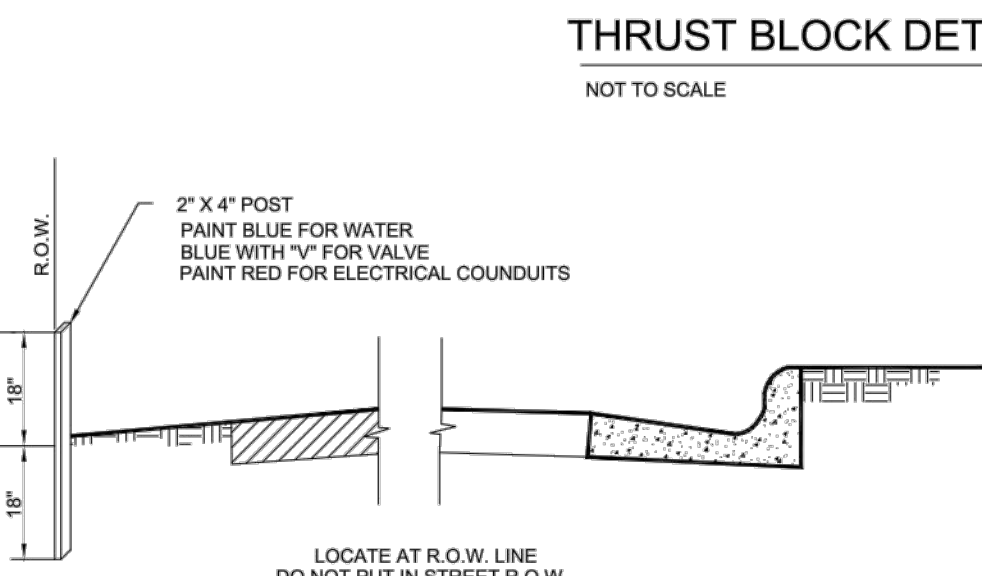
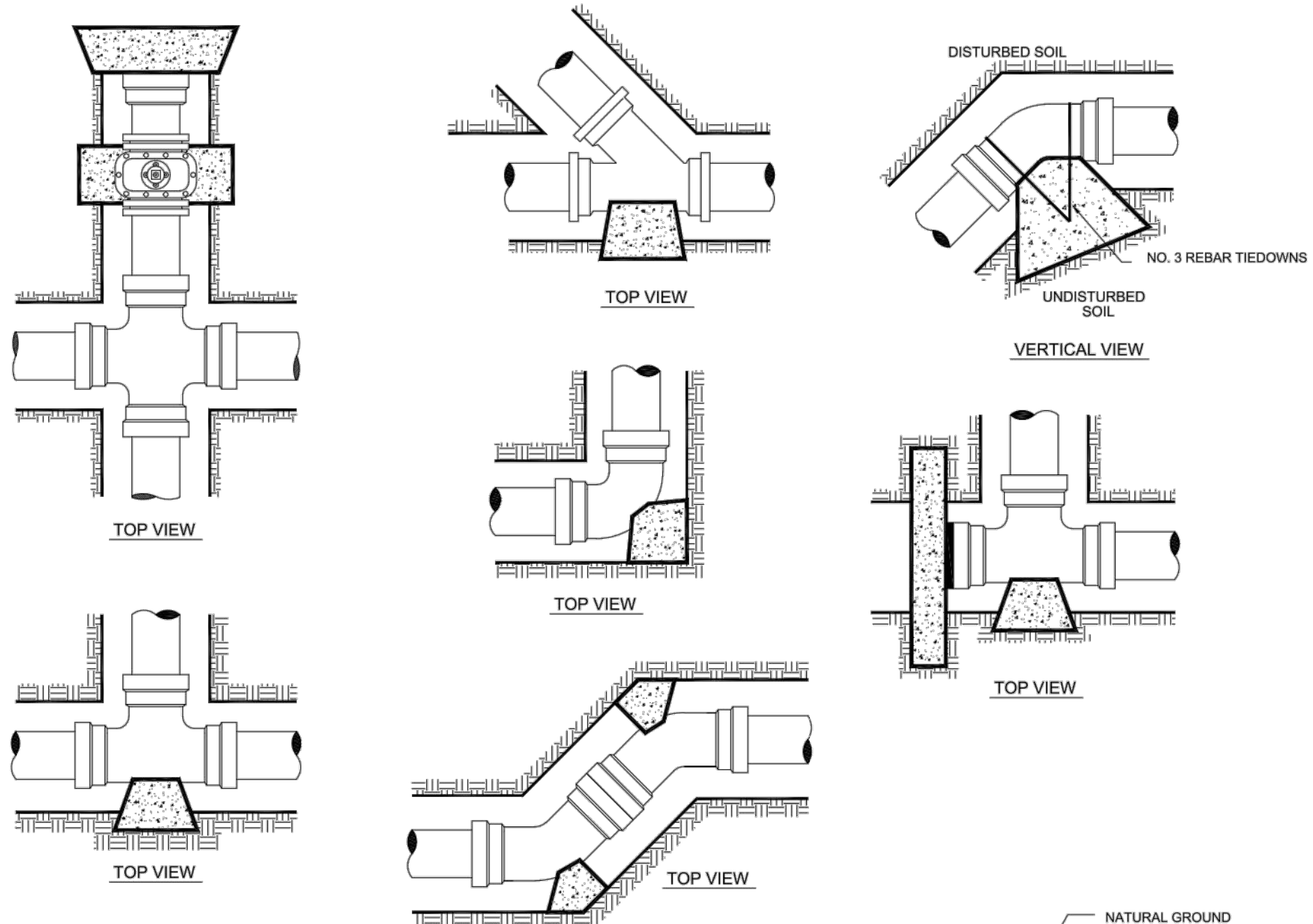
1. CONTRACTOR TO VERIFY VERTICAL AND HORIZONTAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL CONTACT CITY OF SOUTH PADRE ISLAND FOR INSPECTIONS
3. CONTRACTOR SHALL CONTACT LMWD PRIOR TO CONNECTING TO UTILITIES.
4. SITE LIES IN ZONE "AE-7" & ZONE "X-SHADED"
5. WASTE DISPOSAL SHALL BE PER CITY OF SPI CITY CODE.
6. ASSUMED NO TEMPORARY STOCKPILES.
7. ASSUMED NO SITE DEWATERING.
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LEGEND

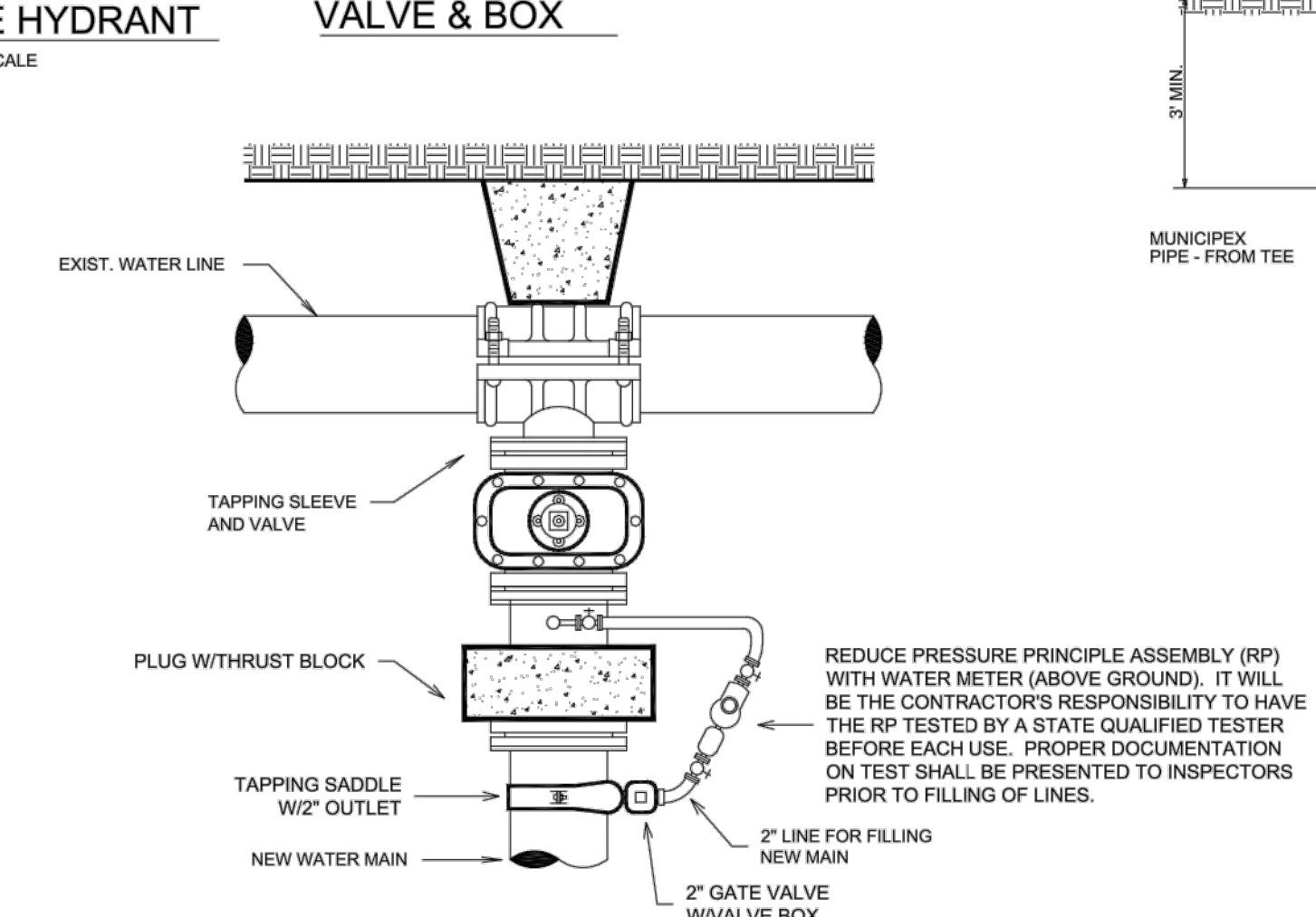
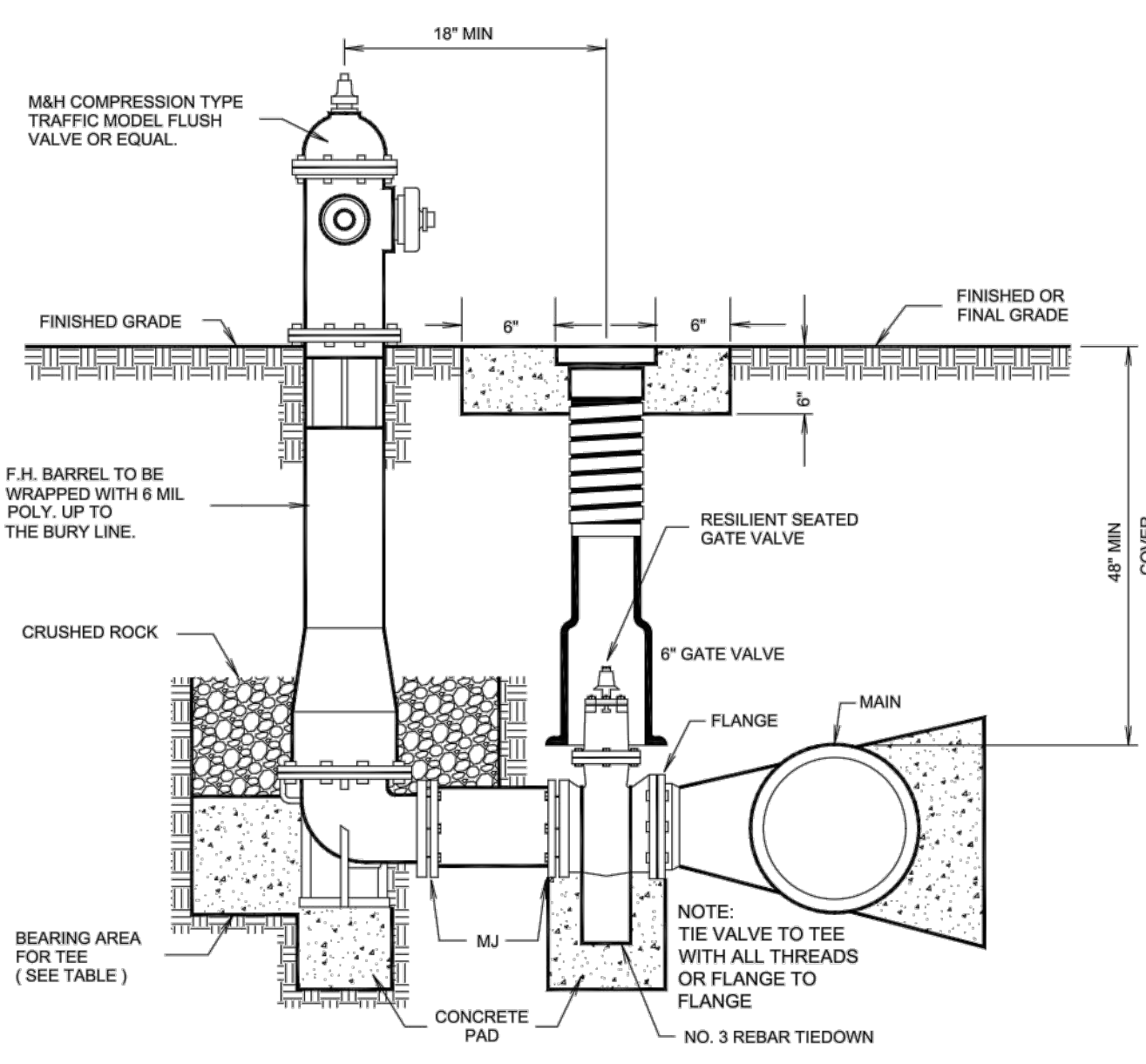
C5.0





PIPE SIZE	6"		8"		10"		12"		16"	
	MIN. BEARING AREA FT.	RECOMD DIMENSION FT. X FT.	MIN. BEARING AREA FT.	RECOMD DIMENSION FT. X FT.	MIN. BEARING AREA FT.	RECOMD DIMENSION FT. X FT.	MIN. BEARING AREA FT.	RECOMD DIMENSION FT. X FT.	MIN. BEARING AREA FT.	RECOMD DIMENSION FT. X FT.
TEE (OR TAPPING SLEEVE)	5.9	2.5X2.5'	10.1	3.2X3.2'	16.4	4.1X4.1'	23.3	4.9X4.9'	40.8	6.4X6.4'
DEAD END	5.9	2.5X2.5'	10.1	3.2X3.2'	16.4	4.1X4.1'	23.3	4.9X4.9'	40.8	6.4X6.4'
VALVE (OR TAPPING VALVE)	5.9	2.5X2.5'	10.1	3.2X3.2'	16.4	4.1X4.1'	23.3	4.9X4.9'	40.8	6.4X6.4'
90° ELBOW	8.3	2.9X2.9'	14.1	3.8X3.8'	23.1	4.9X4.9'	23.7	5.8X5.8'	57.5	7.6X7.6'
45° ELBOW	4.5	2.2X2.2'	7.7	2.8X2.8'	12.6	3.6X3.6'	17.9	4.3X4.3'	31.4	5.6X5.6'
22-1/2° ELBOW	2.3	1.6X1.6'	3.9	2.0X2.0'	6.5	2.8X2.8'	9.2	3.1X3.1'	15.9	4.0X4.0'

NOTE:  
1. MINIMUM BEARING SURFACE OF THRUST BLOCK SHALL BE AS NOTED IN TABLE.  
2. BEARING SURFACE SHALL BE UNDISTURBED SOIL.

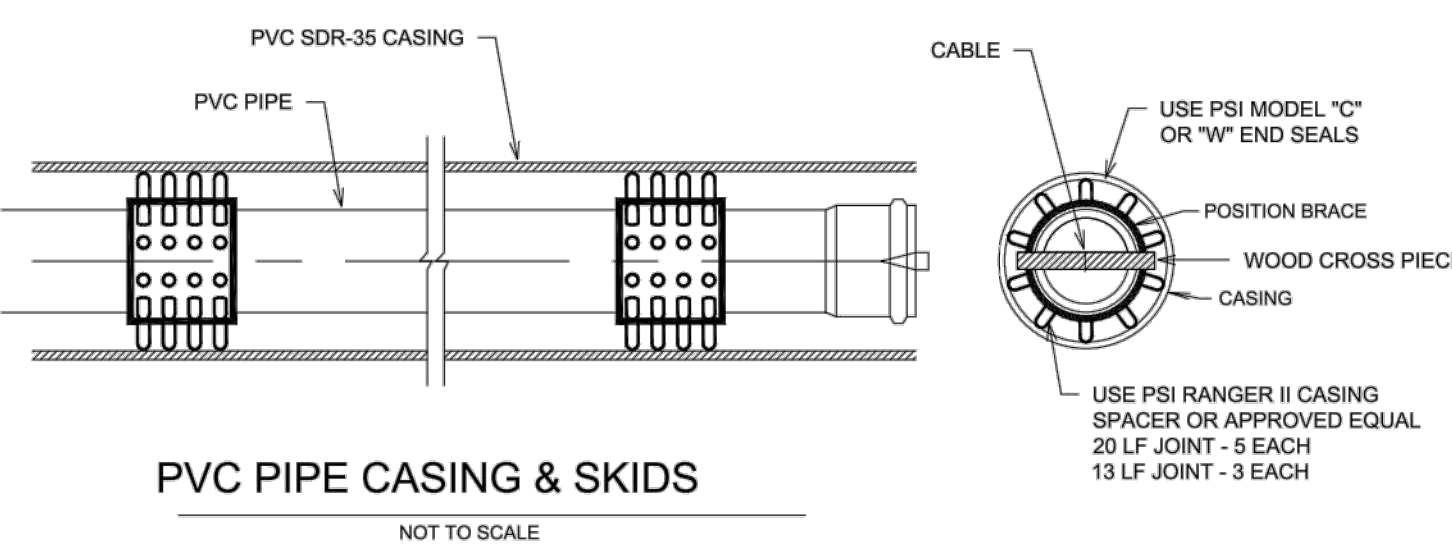


NOTE:  
WATER USAGE FOR ALL INITIAL TESTING WILL NOT BE BILLED TO THE CONTRACTOR. ANY RE-TESTING NEEDED WILL BE THE RESPONSIBILITY OF THE CONTRACTOR INCLUDING PAYMENT OF ADDITIONAL WATER NEEDED. CONTRACTOR WILL BE ALLOWED TO FLUSH THE WATERLINE INITIALLY FOR A MAXIMUM OF 12-24 HRS. OR AS DETERMINED BY THE ENGINEER. IF FLUSHING IS DETERMINED TO BE LONGER, THE ENGINEER WILL BE REQUIRED TO SUPPLY THE PROPER DOCUMENTATION AND CALCULATIONS TO SUPPORT SUCH FINDINGS.  
AMOUNT OF FLOW TO BE USED FOR FLUSHING WILL BE MONITORED AND REGULATED BY THE DISTRICT INSPECTORS. CONTRACTOR WILL NOT BE ALLOWED TO TIE-IN TO EXISTING WATER LINE UNTIL ALL TEST ON NEW LINES HAVE BEEN COMPLETED AND APPROVED.

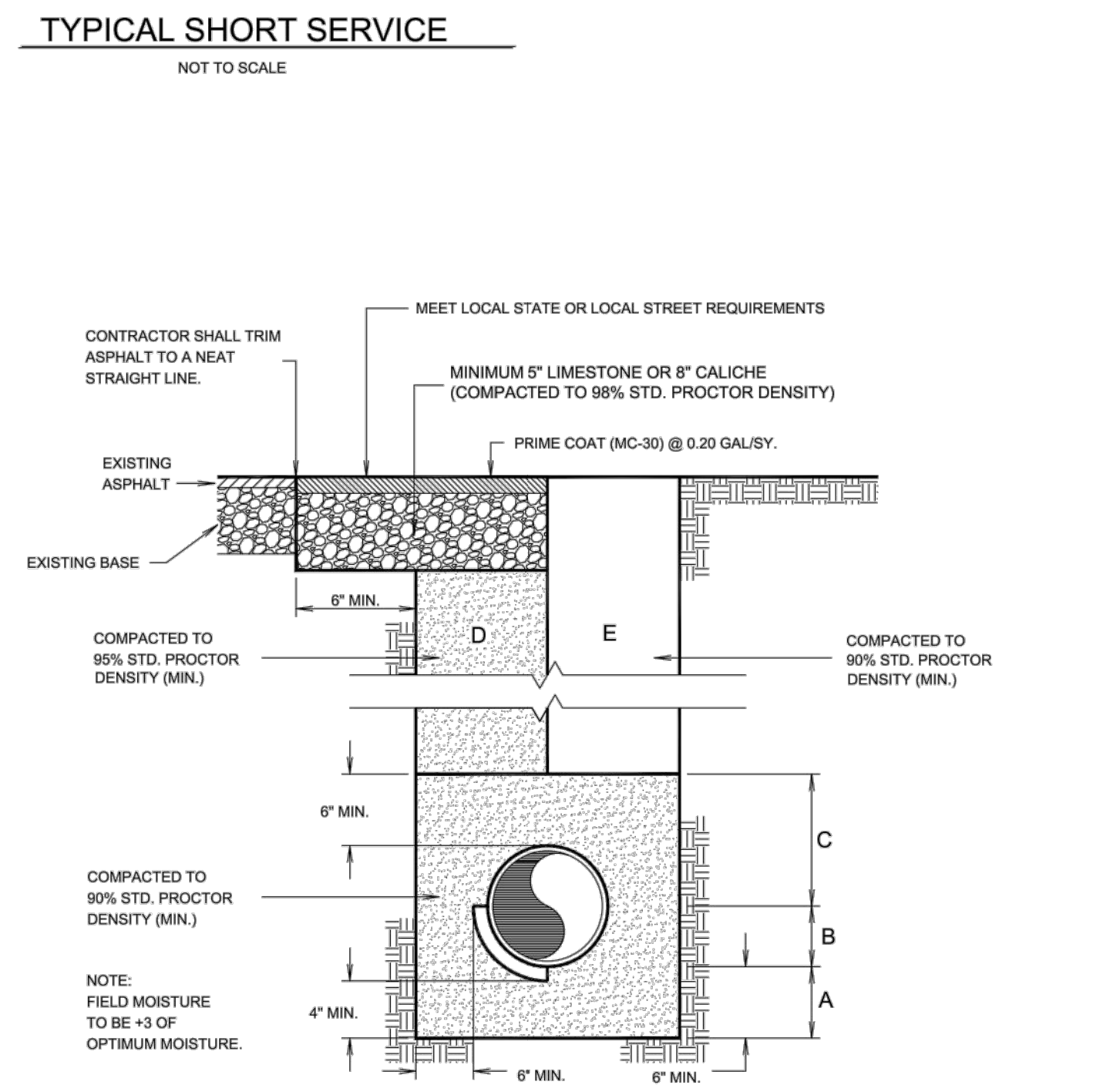
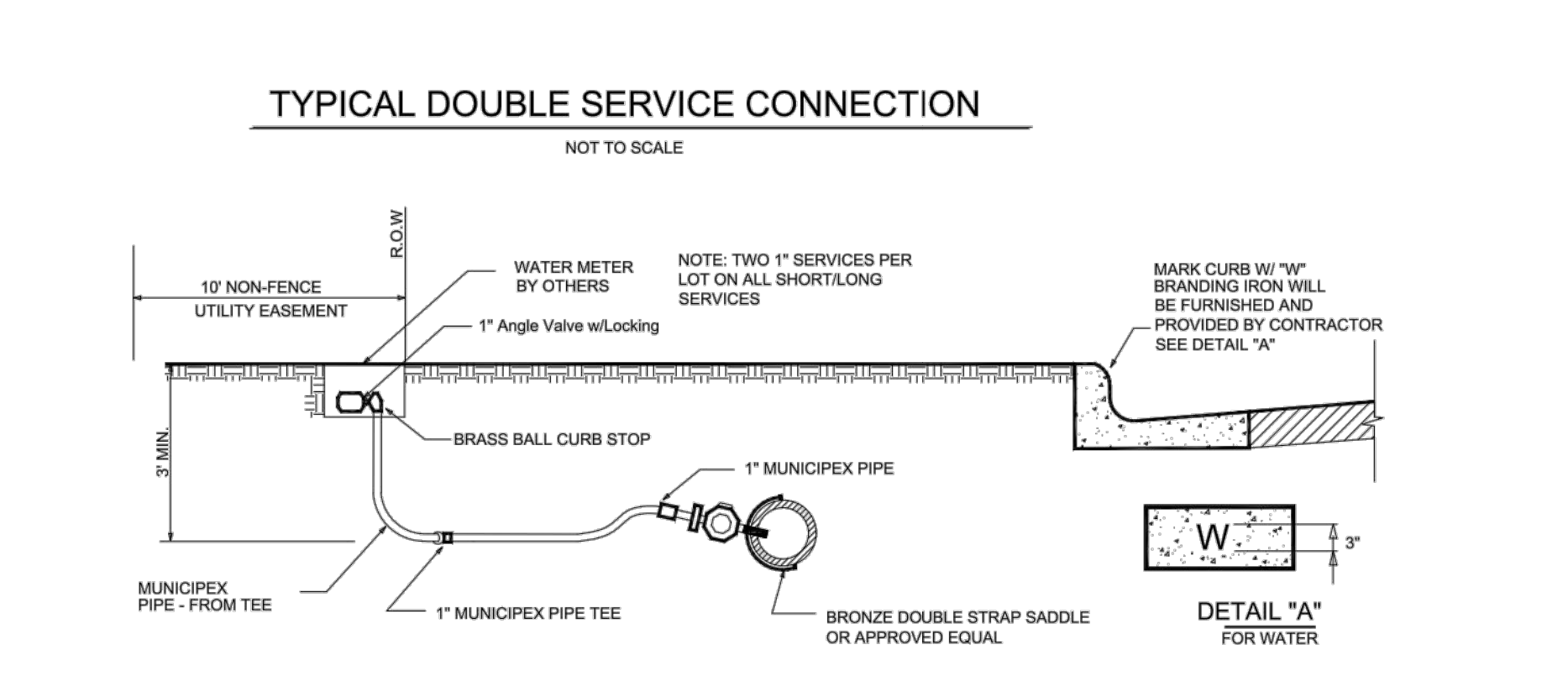
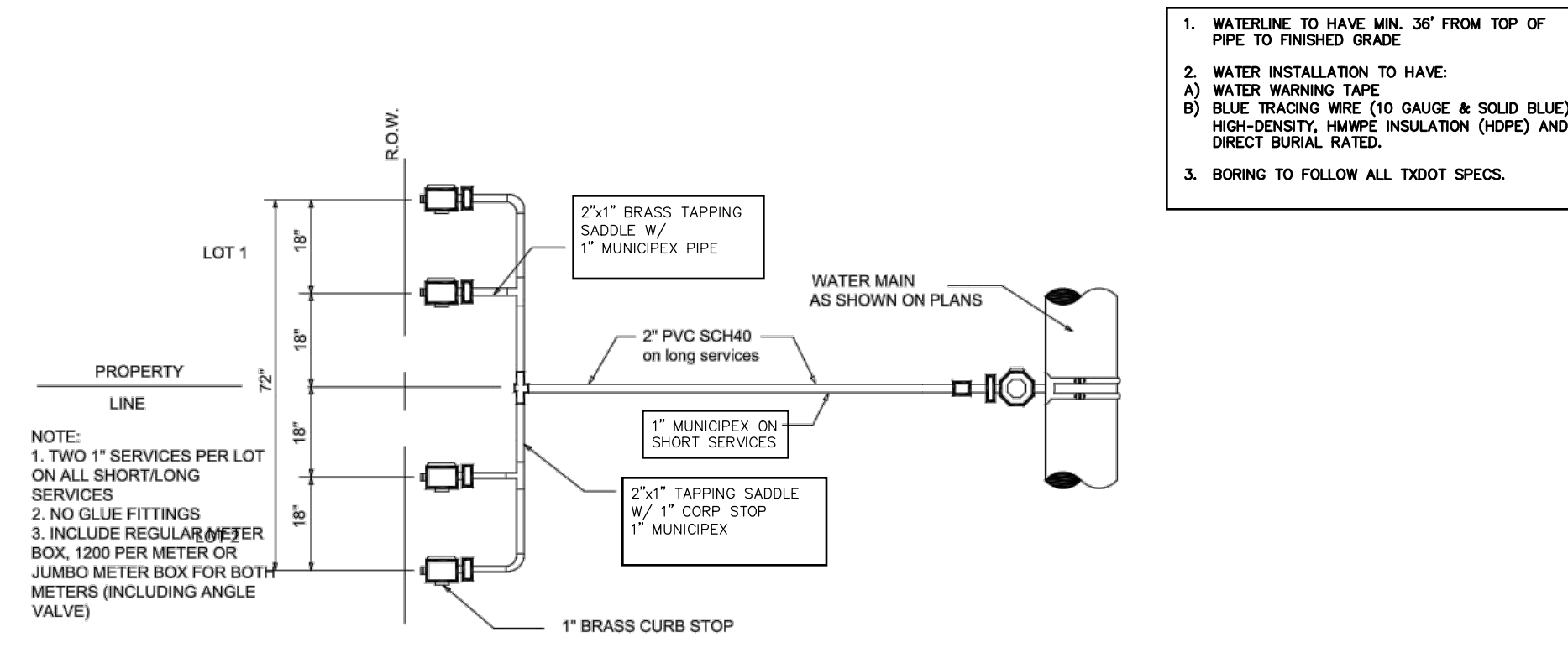
**STEEL CASING WALL THICKNESS CHART**

MINIMUM THICKNESS	DIAMETER OF CASING PIPE
1/4"	12" OR LESS
5/16"	OVER 12"-18"
3/8"	OVER 18"-22"
7/16"	OVER 22"-28"
1/2"	OVER 28"-34"
9/16"	OVER 34"-42"
5/8"	OVER 42"-48"

OVER 48" MUST BE APPROVED BY B.P.U.B.  
NOTE: THIS CHART IS ONLY FOR SMOOTH STEEL CASING PIPES WITH MINIMUM YIELD STRENGTH OF 35,000 PSI



NOMINAL PIPE SIZE	CASING SIZE	NO. OF SKIDS
6"	12"	4
8"	16"	4
12"	20"	4
16"	24"	5



**A** SAND BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE (MIN. THICKNESS = 6").  
**B** SAND BACKFILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE (4" LIFTS, HAND TAMPED).  
**C** SAND BACKFILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE (6" LIFTS, HAND TAMPED).  
**D** SAND BACKFILL, CLASS "A" (6" LIFTS, MECHANICAL COMPACTION).  
**E** EARTH BACKFILL, CLASS "B" (12" LIFTS, MECHANICAL COMPACTION).  
FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.  
BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STD. PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSTITUTE.

Moore Land Surveying, LLC  
14216 Palis Drive, La Feria, TX 78359  
(956) 245-0988  
TBECS Firm No. 10194186  
TBE Firm No. 19176

Laguna Madre Water District  
105 Port Road  
Port Isabel, Texas 78378  
(956) 943-2626  
FAX: (956) 943-6827

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WATER DETAILS

WATER DETAILS

LAGUNA MADRE

DESIGNED BY: DATE: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
APPROVED BY: \_\_\_\_\_  
PROJECT #:

PROJECT NUMBER: 2126  
DRAWN BY: E.R.  
CHECKED BY: D.M.  
DATE: AUGUST 24, 2023  
REVISIONS:

SHEET OF

**Historical Museum**  
of South Padre Island  
— R E N O V A T I O N —  
South Padre Island, Texas



PROJECT NUMBER: 2126  
DRAWN BY: E.R.  
CHECKED BY: D.M.  
DATE: AUGUST 24, 2023  
REVISIONS:

**C5.1**

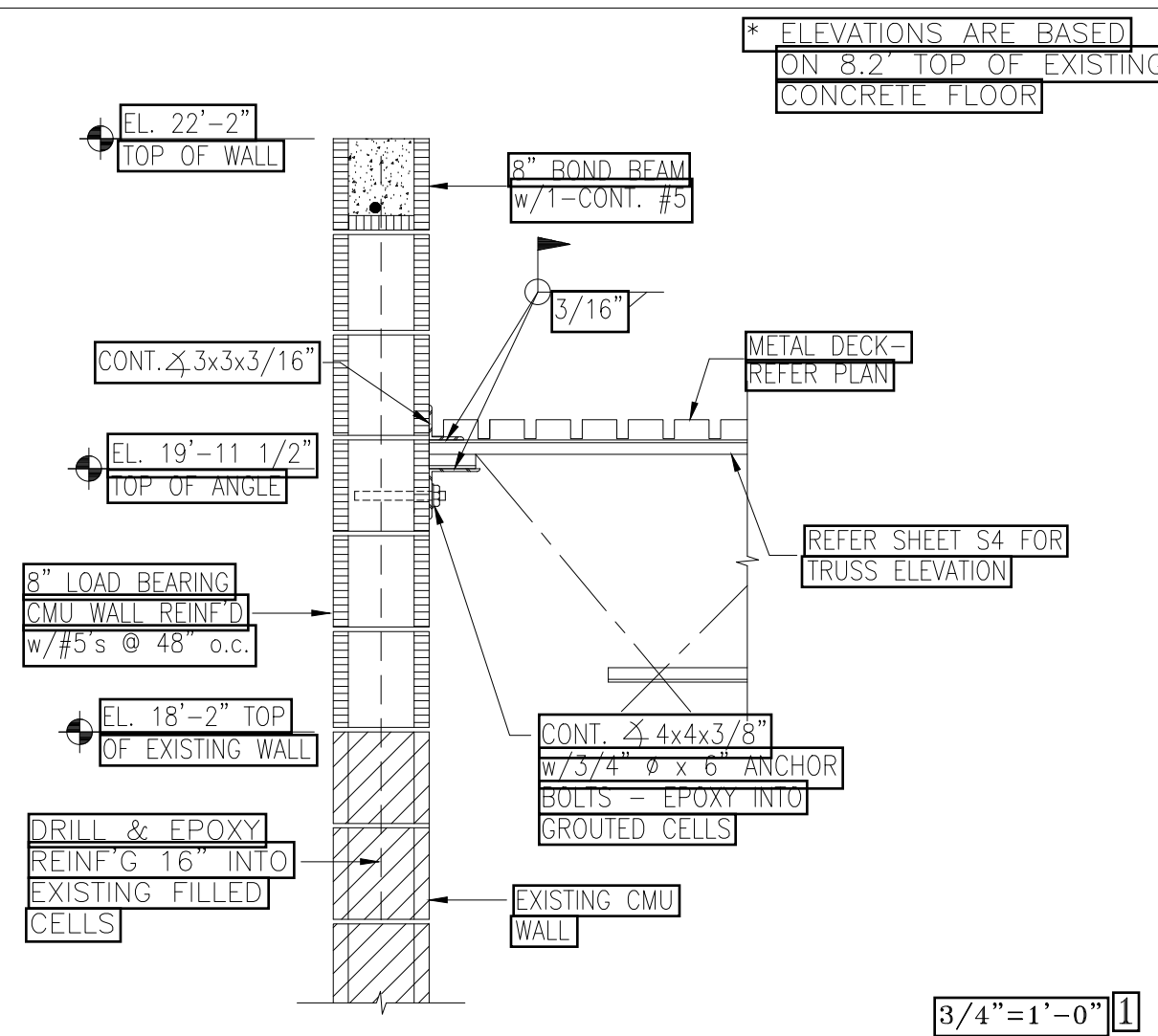




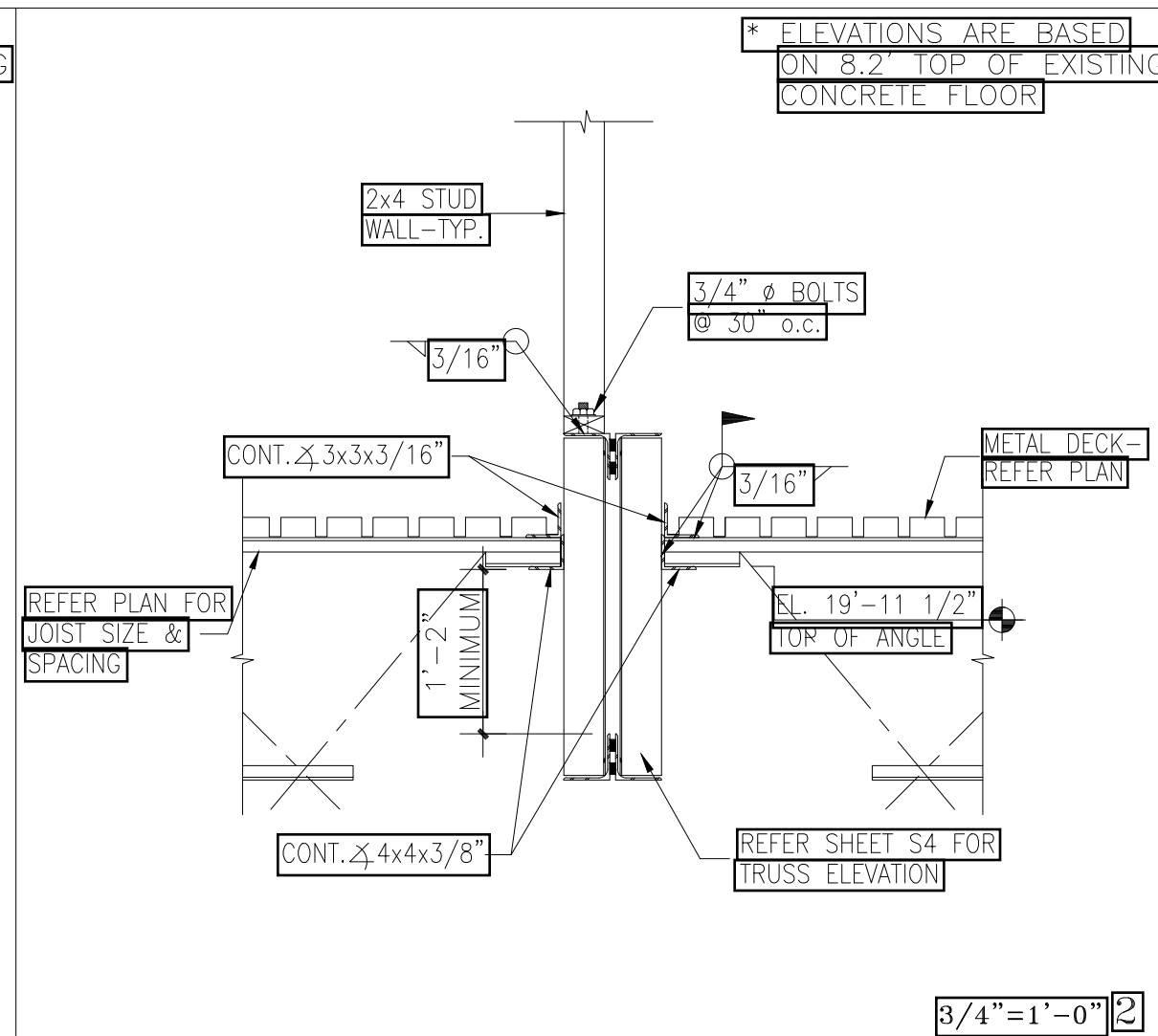




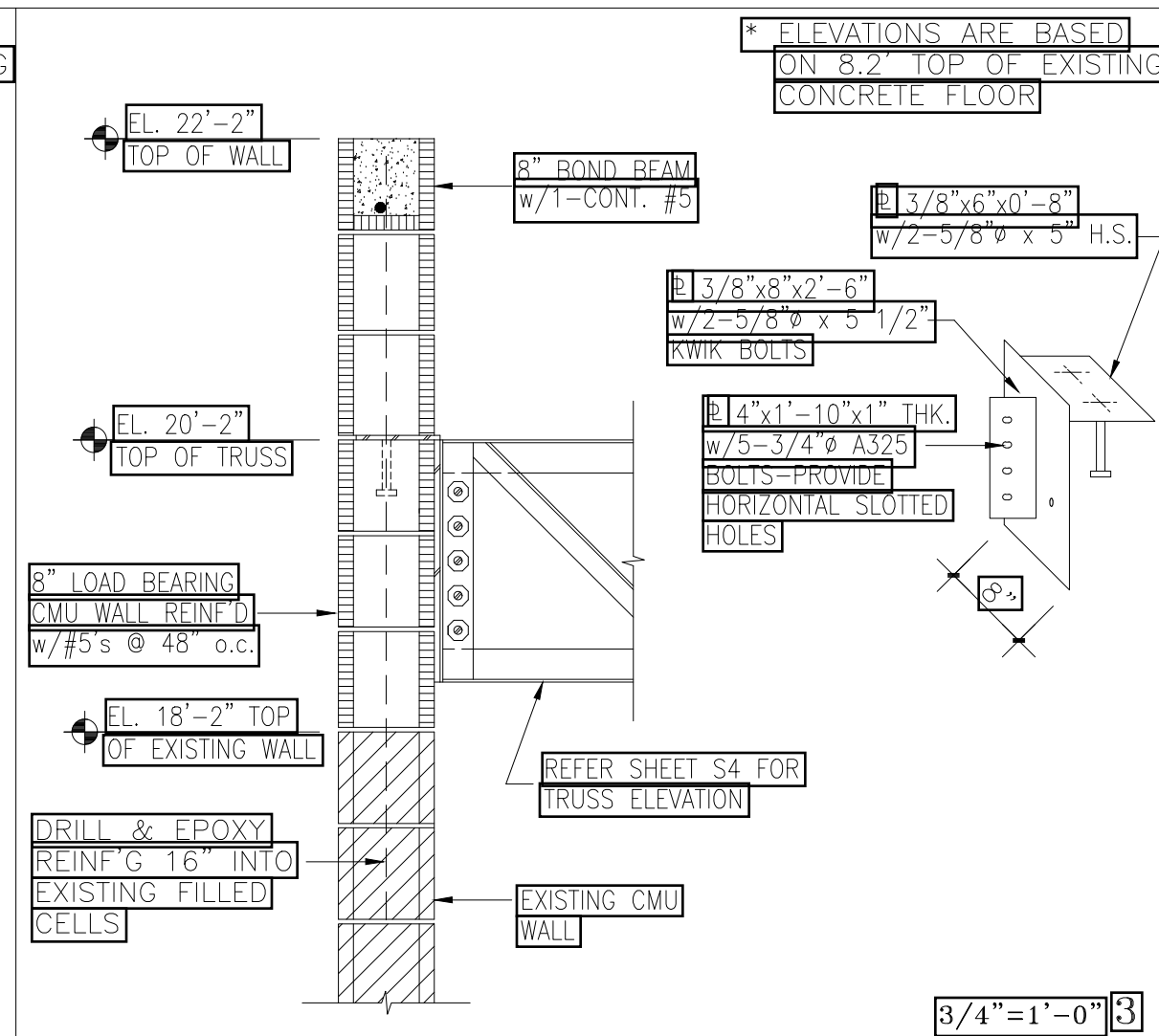




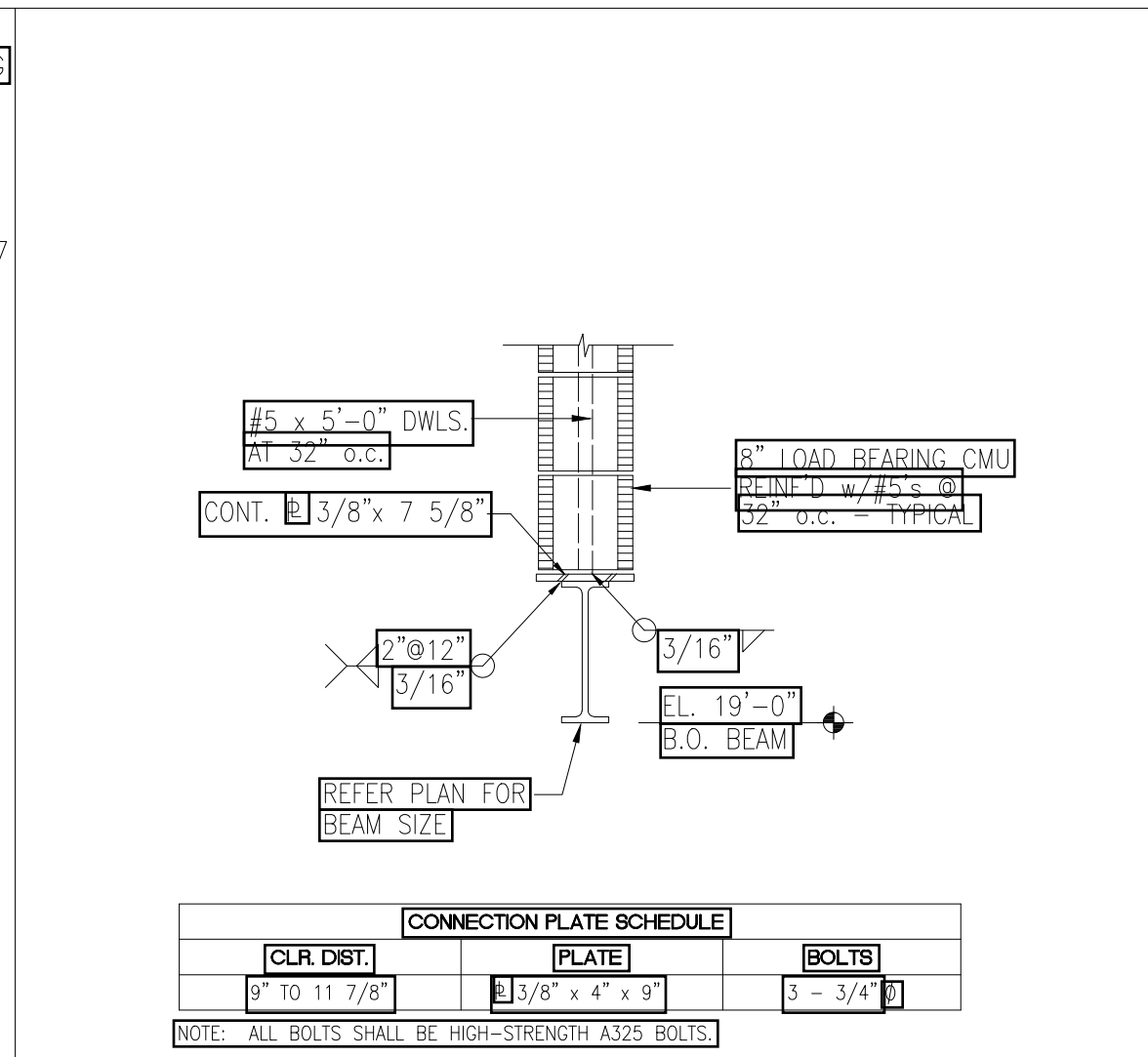
3/4"=1'-0" 1



3/4"=1'-0" 2

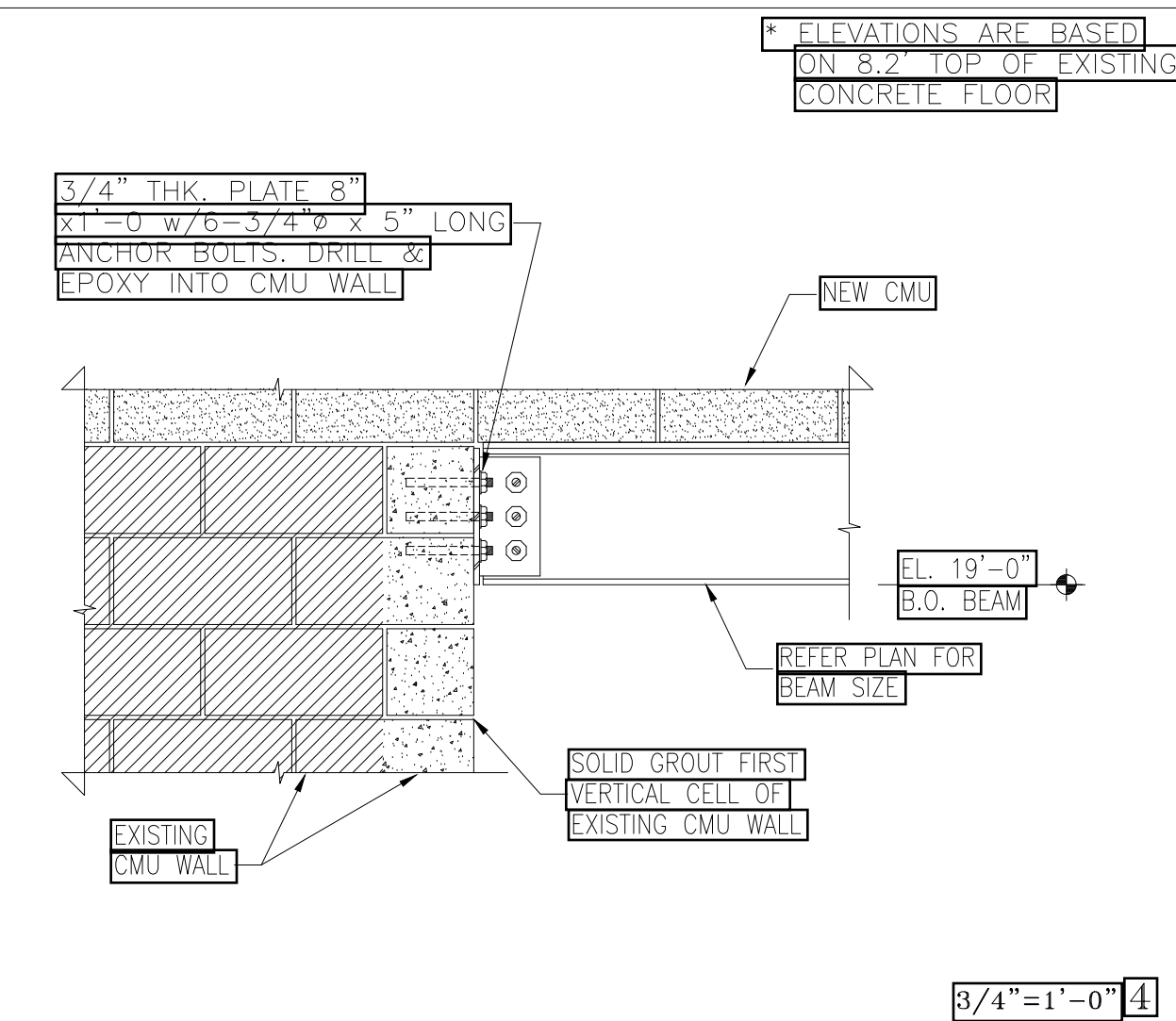


3/4"=1'-0" 3

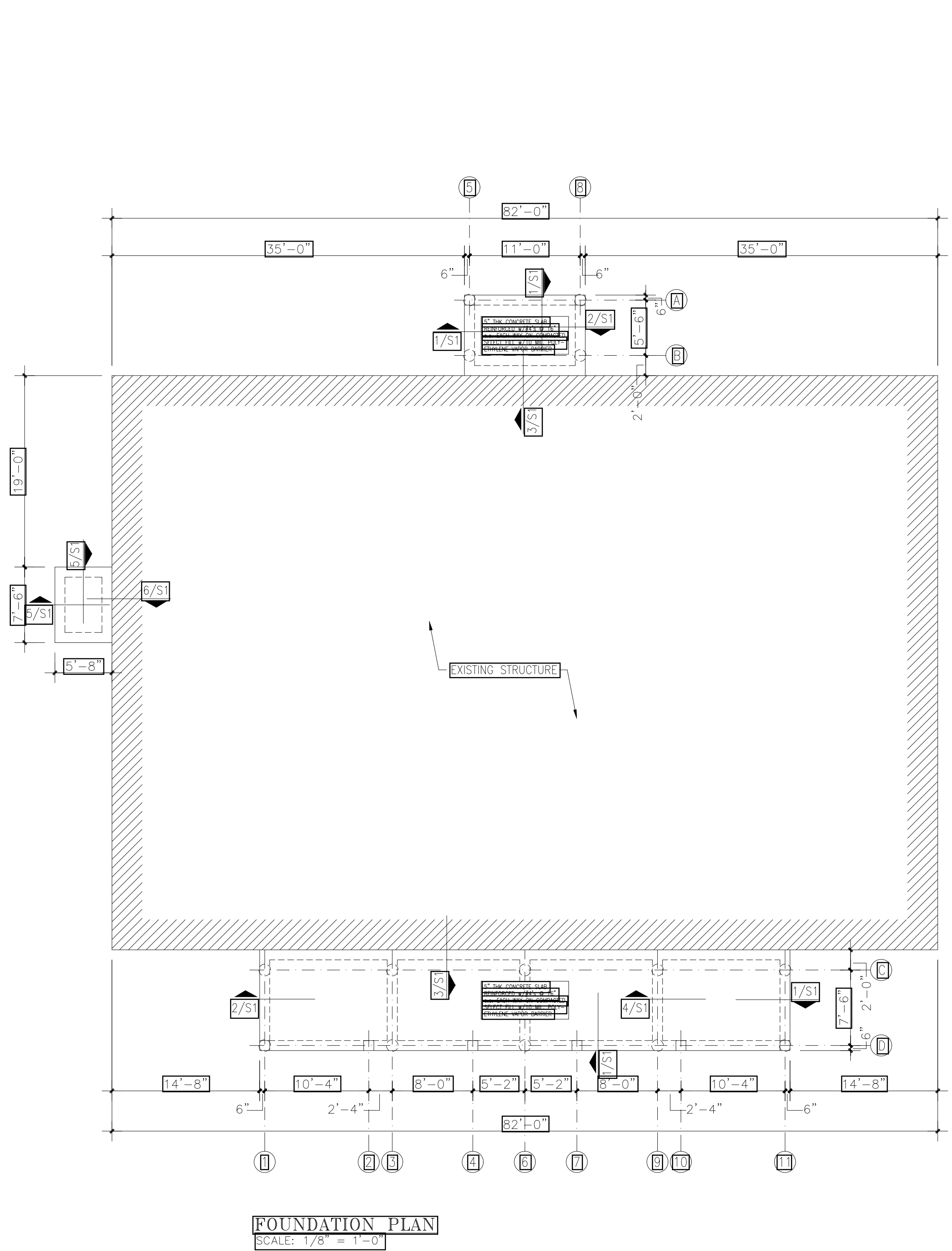


CONNECTION PLATE SCHEDULE		
CLA DIST	PLATE	BOLTS
8" TO 11 7/8"	3/8" x 4" x 9"	5 - 3/4"

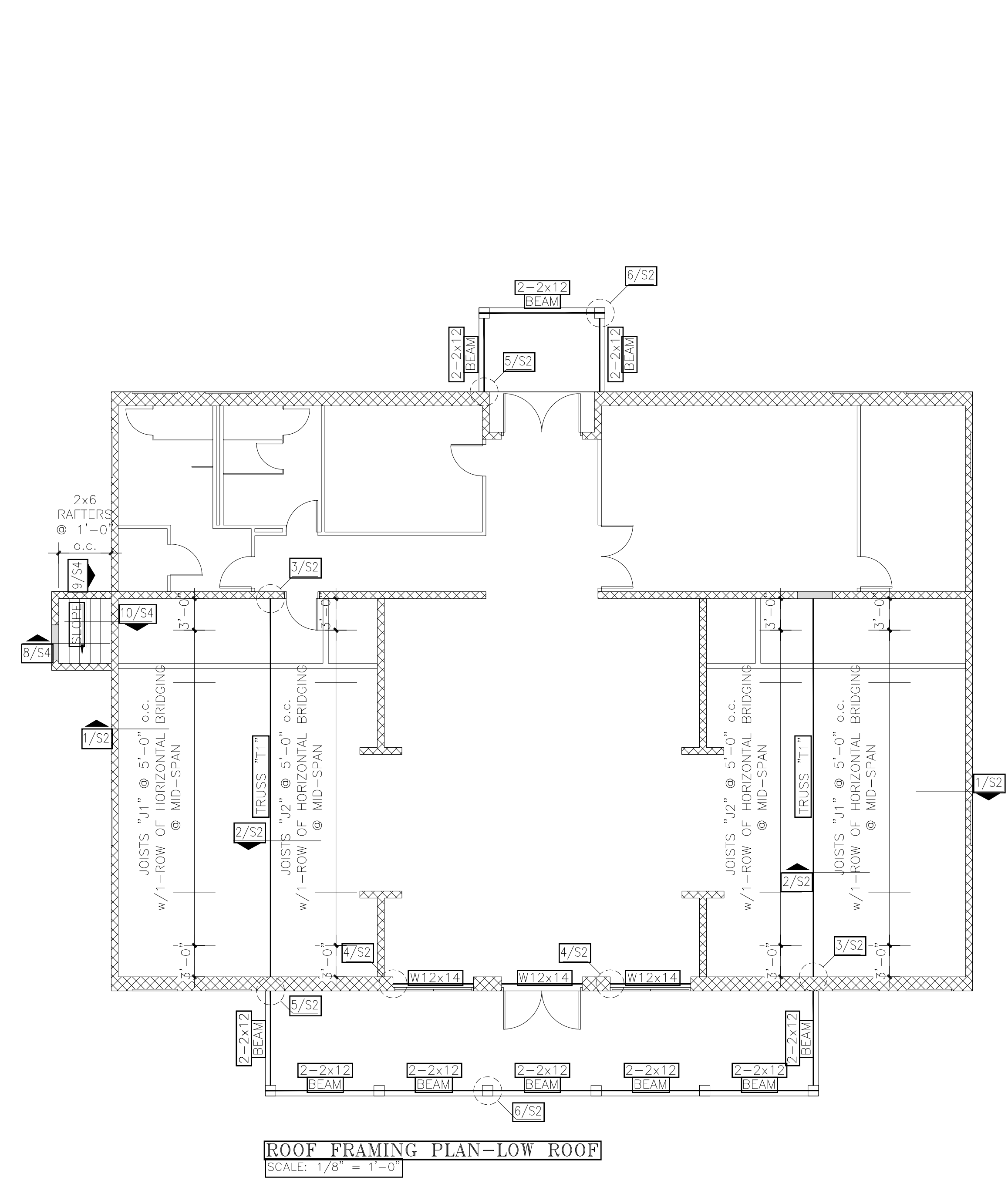
NOTE: ALL BOLTS SHALL BE HIGH-STRENGTH A325 BOLTS.



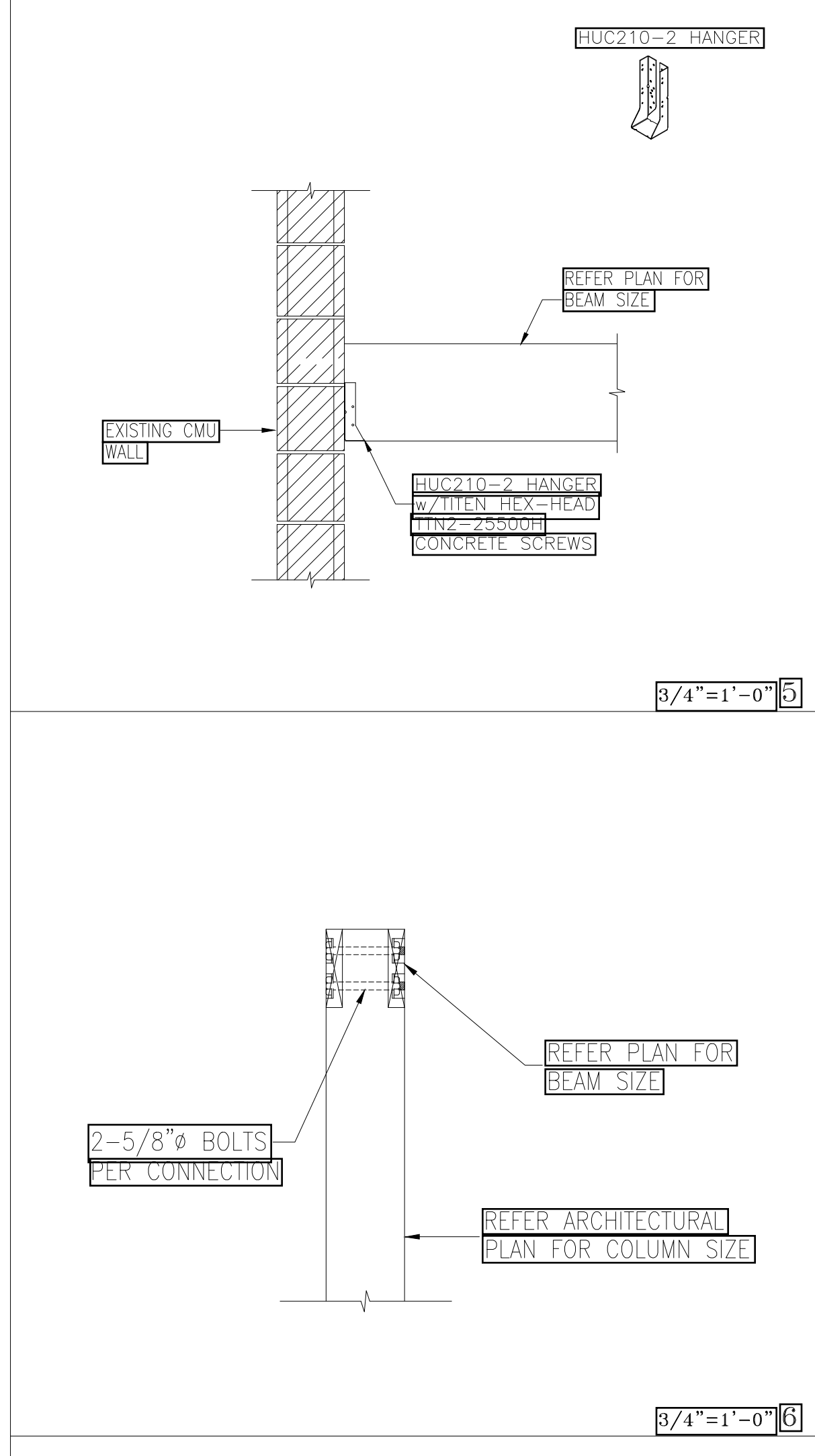
3/4"=1'-0" 4



FOUNDATION PLAN  
SCALE: 1/8" = 1'-0"



ROOF FRAMING PLAN-LOW ROOF  
SCALE: 1/8" = 1'-0"



3/4"=1'-0" 5

3/4"=1'-0" 6

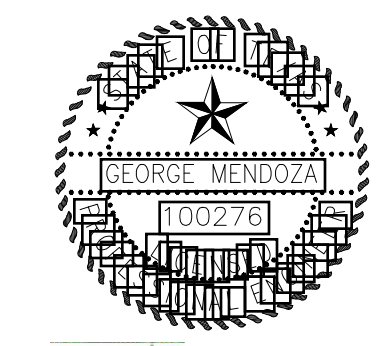
LANDRY ARCHITECTURE LLC  
1618 St. Charles Ave.  
New Orleans LA 70130  
tel. 504.528.9611  
fax. 504.528.9613  
www.landryarch.com

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FOUNDATION PLAN

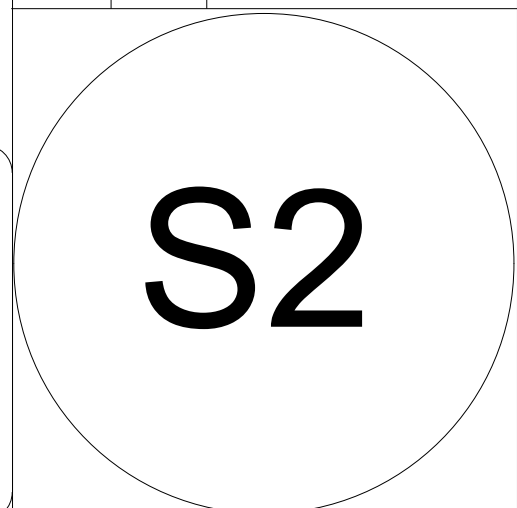
Historical Museum  
of South Padre Island  
— RENOVATION —  
South Padre Island, Texas

PROJECT NUMBER: 2523  
DRAWN BY: I.M.  
CHECKED BY: G.M.  
DATE: 8.24.23  
REVISIONS:



George Mendoza  
8-24-23

**MENDOZA ENGINEERING, P.L.L.C.**  
STRUCTURAL ENGINEERS  
FIRM REGISTRATION #F-10588  
george@mendozaengineering.com  
4435 SOUTH JACKSON ROAD SUITE A  
EDINBURG, TEXAS 78539 (956) 631-4906









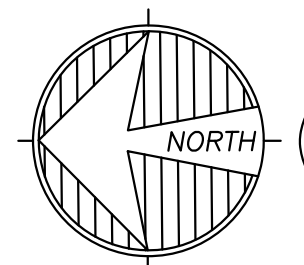
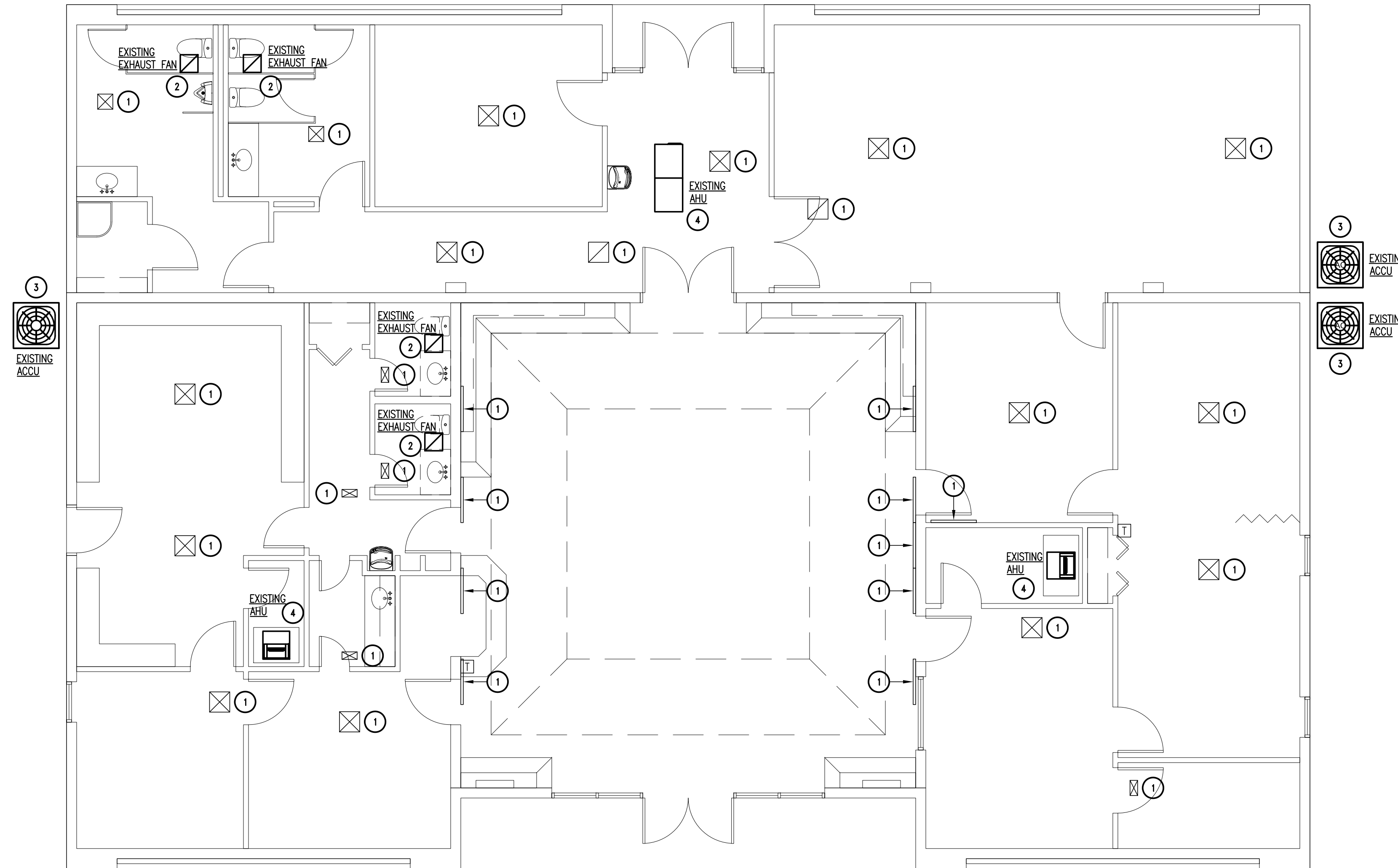


**GENERAL DEMOLITION NOTES:**

- A. INFORMATION ON THE PLAN HAS BEEN OBTAINED FROM EXISTING DRAWINGS AND SITE SURVEY. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING WORK. ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS AND CONSTRUCTION DOCUMENTS SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER AND/OR ARCHITECT.
- B. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE THE NECESSARY DEMOLITION. CONTRACTOR SHALL PATCH AND REPAIR ALL BUILDING DAMAGE CREATED BY DEMOLITION WORK. PATCHING SHALL BE COMPLETED WITH THE SAME MATERIALS AS THE SURROUNDING AREAS, OR WITH ARCHITECT APPROVED PATCHING MATERIALS.
- C. ALL OPENINGS CUT IN MASONRY AND PLASTER WALLS OR CONCRETE FLOORS SHALL BE CORE-DRILLED OR SAWS WHEN POSSIBLE. CONTRACTOR SHALL CHECK BUILDING CONSTRUCTION WITH STRUCTURAL ENGINEER BEFORE MAKING PENETRATIONS TO AVOID CUTTING THROUGH STRUCTURAL BEAMS AND REINFORCING. CONTRACTOR SHALL INFORM THE ENGINEER IF REINFORCING IS CUT OR DAMAGED WHILE MAKING OPENINGS AS REQUIRED BY DRAWINGS AND SPECIFICATIONS. PATCH AND SEAL OPENINGS WITH 8000 PSI CEMENT GROUT. INSTALL DECORATIVE TRIM (EQUIPMENT FLANGES, FRAMING, OR ESCUTCHEONS) AROUND OPENINGS IN FINISHED AREAS. COORDINATE ALL CUTTING AND PATCHING WITH THE OTHER TRADES.
- D. CONTRACTOR SHALL REMOVE AND RELOCATE ANY AND ALL EXISTING EQUIPMENT/MATERIALS TO OWNER SPECIFIED LOCATION(S). OWNER SHALL HAVE FULL RIGHT OF OWNERSHIP UNLESS SPECIFIED OTHERWISE. IF THE OWNER WAIVES THIS OPTION, ANY EQUIPMENT, MATERIAL, ETC. SHALL BECOME THE PROPERTY AND RESPONSIBILITY OF THE CONTRACTOR.
- E. EXISTING MECHANICAL EQUIPMENT CHARGED WITH REFRIGERANT AND SCHEDULED FOR REMOVAL OR DEMOLITION SHALL BE DISPOSED OF IN A LEGAL MANNER.

**DEMOLITION KEY NOTES:**

- 1 EXISTING AIR DEVICES AND ASSOCIATED DUCTWORK TO BE REMOVED.
- 2 EXISTING EXHAUST FAN, ASSOCIATED DUCTWORK, AND AIR DEVICES TO BE REMOVED.
- 3 EXISTING CONDENSER AND REFRIGERANT LINES TO BE REMOVED.
- 4 EXISTING AIR HANDLING UNIT, ASSOCIATED DUCTWORK, CONTROLS, AND CONDENSATE LINE TO BE REMOVED.



**A DEMO -- MECHANICAL FLOOR PLAN**

SCALE: 3/16" = 1'-0"



*Luis Javier Pena*  
08.24.2023

JOB NO.	22084
DATE	08/24/2023
REVISIONS	-
DRAWN BY	J.P.T.T.

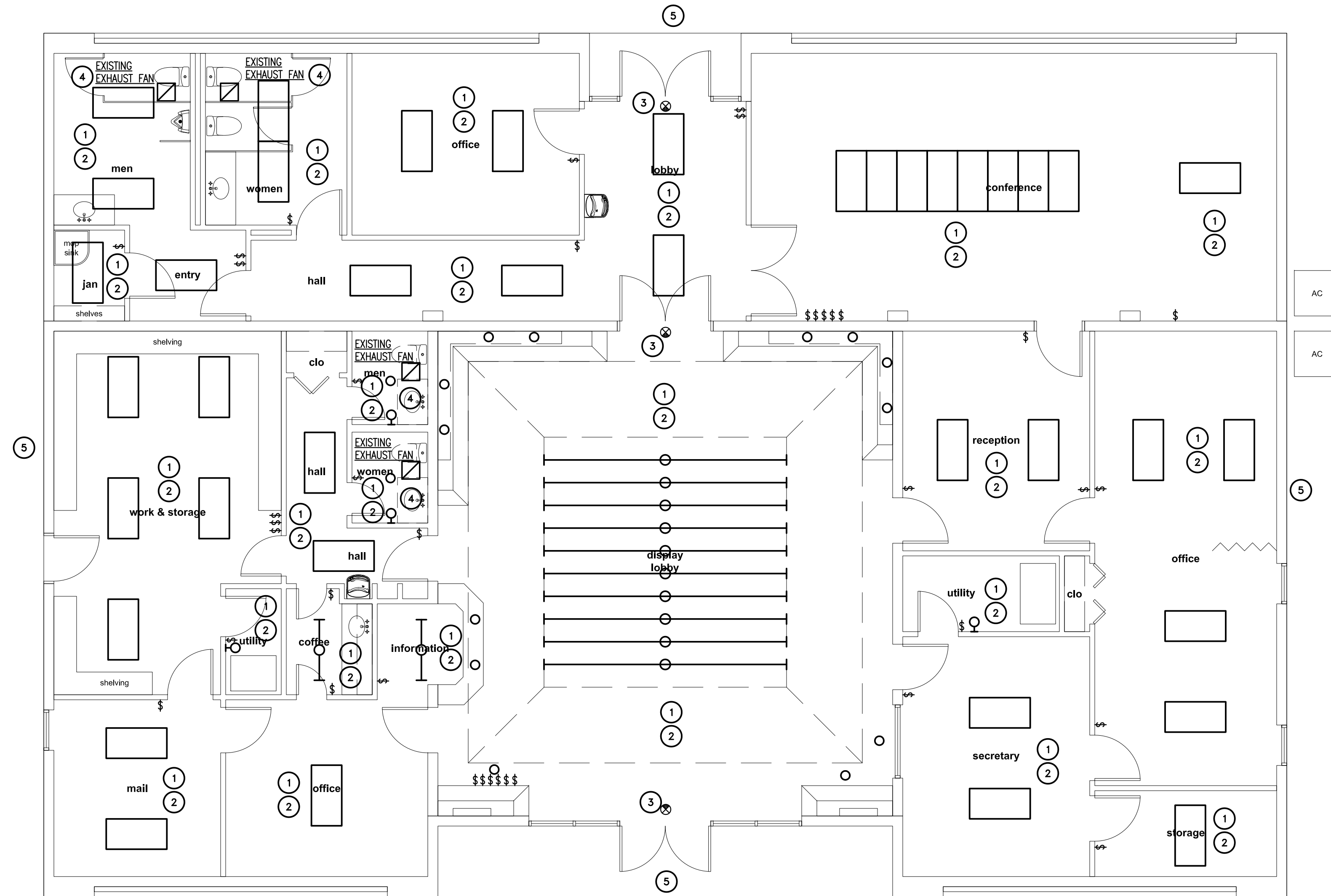
**SOUTH PADRE ISLAND  
MUSEUM**  
610 PADRE BLVD.  
SOUTH PADRE ISLAND, TEXAS

**MEP SOLUTIONS**  
ENGINEERING  
MECHANICAL, ELECTRICAL, PLUMBING ENGINEERS  
600 E. BEAUMONT AVE. SUITE 2 McALLEN, TX 78501 (956) 664-2727  
TEXAS BOARD OF PROFESSIONAL ENGINEERS REGISTRATION # F-9748

SHEET

**DM1**





### GENERAL DEMOLITION NOTES:

- A. INFORMATION ON THIS PLAN HAS BEEN OBTAINED FROM EXISTING DRAWINGS AND SITE SURVEY. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND BECOME FULLY INFORMED AS TO THE EXTENT OF WORK PRIOR TO BIDDING OR COMMENCING WORK. ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS AND CONSTRUCTION DOCUMENTS SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER AND/OR ARCHITECT.
- B. THE CONTRACTOR IS FULLY RESPONSIBLE FOR PERFORMING THE DEMOLITION WORK UNDER THIS SECTION OF THE PROJECT IN FULL COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODES. IF THE CONTRACTOR DETERMINES THAT THE CONTRACT DOCUMENTS AND PLANS ARE NOT IN COMPLIANCE WITH THE APPLICABLE CODES, HE SHALL INFORM THE ARCHITECT PRIOR TO CONSTRUCTION START FOR DIRECTION. FAILURE TO DO SO SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO MEET CODE REQUIREMENTS AND REWORK SHALL BE AT CONTRACTOR'S EXPENSE. APPLICABLE CODES AND STANDARDS ON DEMOLITION WORK SHALL INCLUDE THOSE PUBLISHED BY OSHA AND EPA. APPLICABLE CODES AND STANDARDS ON DEMOLITION WORK SHALL INCLUDE THOSE PUBLISHED BY OSHA AND EPA. AN ASBESTOS SURVEY SHALL BE KEPT ON SITE AT ALL TIMES PER TEXAS DEPARTMENT OF HEALTH REQUIREMENTS.
- C. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE THE NECESSARY DEMOLITION. CONTRACTOR SHALL PATCH AND REPAIR ALL BUILDING DAMAGE CREATED BY DEMOLITION WORK. PATCHING SHALL BE COMPLETED WITH THE SAME MATERIALS AS THE SURROUNDING AREAS, OR WITH ARCHITECT APPROVED PATCHING MATERIALS.
- D. ALL OPENINGS CUT IN MASONRY AND PLASTER WALLS OR CONCRETE FLOORS SHALL BE CORE-DRILLED OR SAWED WHEN POSSIBLE. CONTRACTOR SHALL CHECK BUILDING CONSTRUCTION WITH STRUCTURAL ENGINEER BEFORE MAKING PENETRATIONS TO AVOID CUTTING THROUGH STRUCTURAL BEAMS AND REINFORCING. CONTRACTOR SHALL INFORM THE ENGINEER IF REINFORCING IS CUT OR DAMAGED WHILE MAKING OPENINGS AS REQUIRED BY DRAWINGS AND SPECIFICATIONS.
- E. CONTRACTOR SHALL REMOVE AND RETURN ANY AND ALL EXISTING EQUIPMENT/MATERIALS TO OWNER. OWNER SHALL HAVE FULL RIGHT OF OWNERSHIP UNLESS SPECIFIED OTHERWISE. IF THE OWNER WAIVES THIS OPTION, ANY EQUIPMENT, MATERIAL, ETC SHALL BECOME THE PROPERTY OF THE CONTRACTOR.
- F. SCHEDULE FOR ALL POWER OUTAGES SHALL BE APPROVED PRIOR TO DEMOLITION.
- G. ON ANY WORK SHOWN ON M.E.P. DRAWINGS WHICH REQUIRES DEMOLITION OF BUILDING STRUCTURES AND FINISHES, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE THE NECESSARY DEMOLITION. CONTRACTOR SHALL PATCH AND REPAIR ALL BUILDING DAMAGE CREATED BY DEMOLITION WORK. PATCHING SHALL BE COMPLETED WITH THE SAME MATERIALS AS THE SURROUNDING AREAS, OR WITH ARCHITECT-APPROVED PATCHING MATERIALS.
- H. CONTRACTOR AND OWNER SHALL BE FULLY RESPONSIBLE TO IDENTIFY ANY AND ALL ASBESTOS PRESENT IN THE BUILDING PRIOR TO DEMOLITION AS REQUIRED BY LAW.
- I. COORDINATION AMONG OTHER CONSTRUCTION DISCIPLINES PRIOR TO DEMOLITION IS MANDATORY.
- J. CONDUITS IN EXISTING WALLS MAY REMAIN. REMOVE CONDUCTORS AND CUT OF AT CLOSEST ACCESSIBLE POINT ABOVE CEILING.
- K. EXISTING FIRE ALARM DEVICES TO REMAIN, UNLESS NOTED OTHERWISE.
- L. EXISTING RECEPTACLES AND TELEPHONE/DATA TO REMAIN, UNLESS NOTED OTHERWISE.
- M. ALL EXISTING ELECTRICAL PANELS AND TRANSFORMERS TO REMAIN, UNLESS NOTED OTHERWISE.
- N. ALL EXISTING SECURITY DEVICES TO REMAIN, UNLESS NOTED OTHERWISE.

### DEMOLITION KEY NOTES:

- ① EXISTING LIGHT FIXTURES IN SPACE TO BE REMOVED.
- ② EXISTING SWITCHES TO BE REMOVED.
- ③ EXISTING EXIT SIGN TO BE REMOVED.
- ④ EXISTING EXHAUST FAN AND ASSOCIATED ELECTRICAL TO BE REMOVED.
- ⑤ EXISTING EXTERIOR LIGHT AND SWITCH TO BE REMOVED.

### FIELD VERIFY ALL CONDITIONS

DESIGN DRAWINGS SCHEMATIC. THIS CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDING OR AWARD OF CONTRACT TO INSPECT EXISTING FIELD CONDITIONS. THIS CONTRACT SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY FOR FIELD MODIFICATIONS DUE TO EXISTING CONDITIONS.

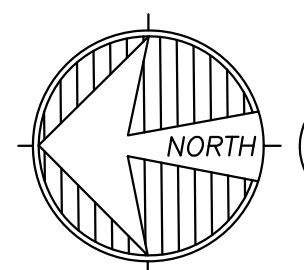
THE CONTRACTOR SHALL CONTACT THE ARCHITECT, ENGINEER OR OWNER PRIOR TO BIDDING FOR INTERPRETATIONS AND CLARIFICATIONS OF THE DESIGN AND INCLUDE IN HIS BID ALL COSTS TO MEET THE DESIGN INTENT. CLARIFICATIONS MADE BY THE ARCHITECT, ENGINEER OR OWNER AFTER BIDDING WILL BE FINAL AND SHALL BE IMPLEMENTED AT CONTRACTOR'S COST.

BIDDING CONTRACTORS SHALL HAVE A WORKING KNOWLEDGE OF LOCAL CODES AND ORDINANCES AND SHALL INCLUDE IN THEIR BIDS THE COSTS FOR ALL WORK INSTALLED IN STRICT ACCORDANCE WITH GOVERNING CODES, THE PLANS AND SPECIFICATIONS NOT WITHSTANDING. THE CONTRACTOR SHALL ALERT ARCHITECT, ENGINEER OR OWNER OF ANY APPARENT DISCREPANCIES BETWEEN GOVERNING CODES AND DESIGN INTENT.

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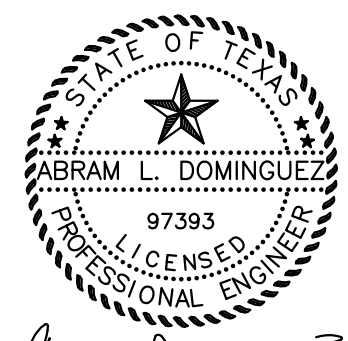
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A DEMO - ELECTRICAL LIGHTING FLOOR PLAN

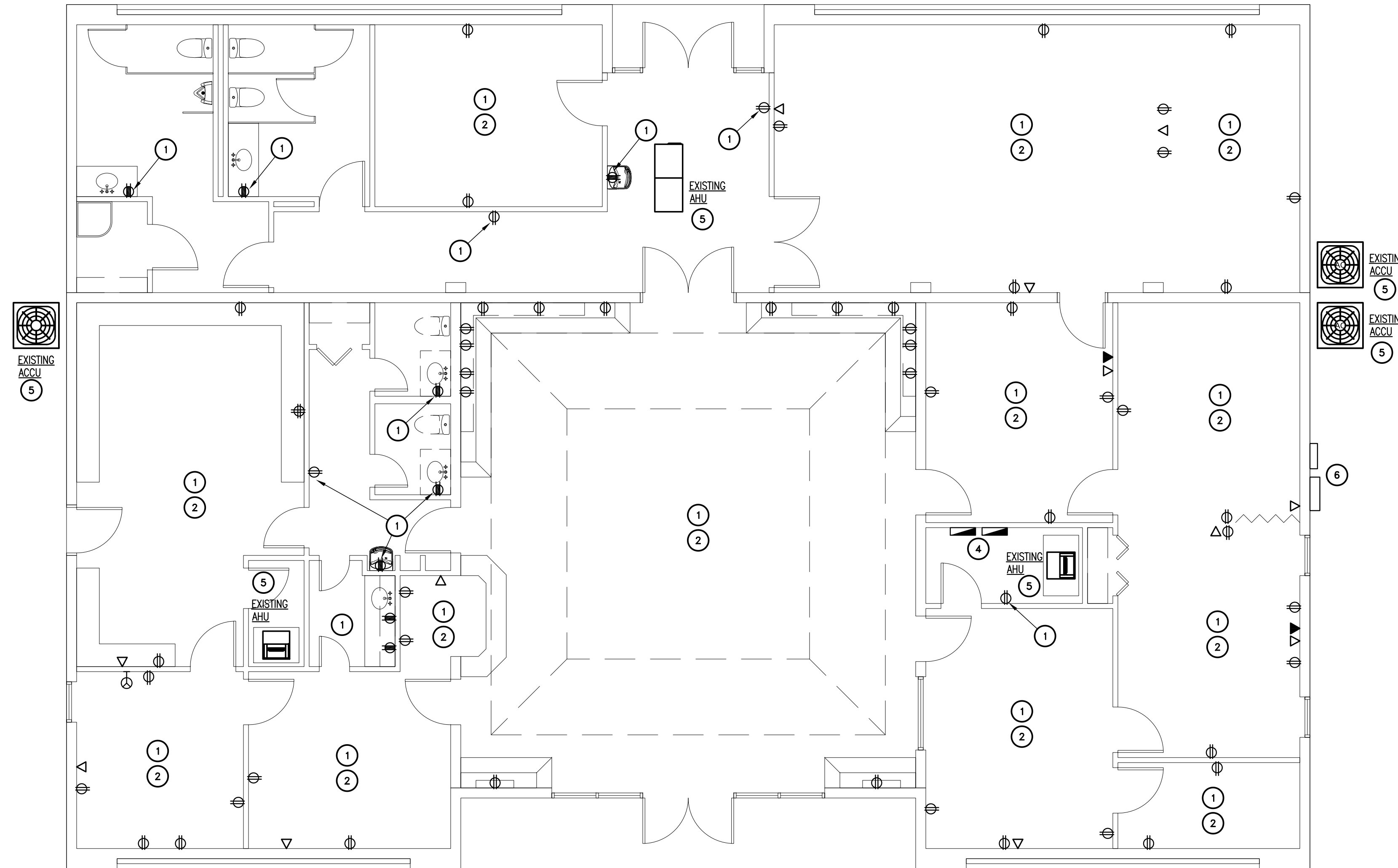
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Abram L. Dominguez  
08.24.2023

SHEET

DE1



### GENERAL DEMOLITION NOTES:

- A. INFORMATION ON THIS PLAN HAS BEEN OBTAINED FROM EXISTING DRAWINGS AND SITE SURVEY. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND BECOME FULLY INFORMED AS TO THE EXTENT OF WORK PRIOR TO BIDDING OR COMMENCING WORK. ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS AND CONSTRUCTION DOCUMENTS SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER AND/OR ARCHITECT.
- B. THE CONTRACTOR IS FULLY RESPONSIBLE FOR PERFORMING THE DEMOLITION WORK UNDER THIS SECTION OF THE PROJECT IN FULL COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODES. IF THE CONTRACTOR DETERMINES THAT THE CONTRACT DOCUMENTS AND PLANS ARE NOT IN COMPLIANCE WITH THE APPLICABLE CODES, HE SHALL INFORM THE ARCHITECT PRIOR TO CONSTRUCTION START FOR DIRECTION. FAILURE TO DO SO SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO MEET CODE REQUIREMENTS AND REWORK SHALL BE AT CONTRACTOR'S EXPENSE. APPLICABLE CODES AND STANDARDS ON DEMOLITION WORK SHALL INCLUDE THOSE PUBLISHED BY OSHA AND EPA. APPLICABLE CODES AND STANDARDS ON DEMOLITION WORK SHALL INCLUDE THOSE PUBLISHED BY OSHA AND EPA. AN ASBESTOS SURVEY SHALL BE KEPT ON SITE AT ALL TIMES PER TEXAS DEPARTMENT OF HEALTH REQUIREMENTS.
- C. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE THE NECESSARY DEMOLITION. CONTRACTOR SHALL PATCH AND REPAIR ALL BUILDING DAMAGE CREATED BY DEMOLITION WORK. PATCHING SHALL BE COMPLETED WITH THE SAME MATERIALS AS THE SURROUNDING AREAS, OR WITH ARCHITECT APPROVED PATCHING MATERIALS.
- D. ALL OPENINGS CUT IN MASONRY AND PLASTER WALLS OR CONCRETE FLOORS SHALL BE CORE-DRILLED OR SAWED WHEN POSSIBLE. CONTRACTOR SHALL CHECK BUILDING CONSTRUCTION WITH STRUCTURAL ENGINEER BEFORE MAKING PENETRATIONS TO AVOID CUTTING THROUGH STRUCTURAL BEAMS AND REINFORCING. CONTRACTOR SHALL INFORM THE ENGINEER IF REINFORCING IS CUT OR DAMAGED WHILE MAKING OPENINGS AS REQUIRED BY DRAWINGS AND SPECIFICATIONS.
- E. CONTRACTOR SHALL REMOVE AND RETURN ANY AND ALL EXISTING EQUIPMENT/MATERIALS TO OWNER. OWNER SHALL HAVE FULL RIGHT OF OWNERSHIP UNLESS SPECIFIED OTHERWISE. IF THE OWNER WAIVES THIS OPTION, ANY EQUIPMENT, MATERIAL, ETC SHALL BECOME THE PROPERTY OF THE CONTRACTOR.
- F. SCHEDULE FOR ALL POWER OUTAGES SHALL BE APPROVED PRIOR TO DEMOLITION.
- G. ON ANY WORK SHOWN ON M.E.P. DRAWINGS WHICH REQUIRES DEMOLITION OF BUILDING STRUCTURES AND FINISHES, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE THE NECESSARY DEMOLITION. CONTRACTOR SHALL PATCH AND REPAIR ALL BUILDING DAMAGE CREATED BY DEMOLITION WORK. PATCHING SHALL BE COMPLETED WITH THE SAME MATERIALS AS THE SURROUNDING AREAS, OR WITH ARCHITECT-APPROVED PATCHING MATERIALS.
- H. CONTRACTOR AND OWNER SHALL BE FULLY RESPONSIBLE TO IDENTIFY ANY AND ALL ASBESTOS PRESENT IN THE BUILDING PRIOR TO DEMOLITION AS REQUIRED BY LAW.
- I. COORDINATION AMONG OTHER CONSTRUCTION DISCIPLINES PRIOR TO DEMOLITION IS MANDATORY.
- J. CONDUITS IN EXISTING WALLS MAY REMAIN. REMOVE CONDUCTORS AND CUT OF AT CLOSEST ACCESSIBLE POINT ABOVE CEILING.

### DEMOLITION KEY NOTES:

- 1 EXISTING RECEPTACLES SPACE TO BE REMOVED.
- 2 EXISTING TELEPHONE/DATA IN SPACE TO BE REMOVED.
- 3 EXISTING ROLL UP DOOR TO BE REMOVED.
- 4 EXISTING PANELS TO BE REMOVED.
- 5 EXISTING MECHANICAL EQUIPMENT AND ASSOCIATED ELECTRICAL TO BE REMOVED.
- 6 EXISTING METER AND DISCONNECT TO BE REMOVED.

### FIELD VERIFY ALL CONDITIONS

DESIGN DRAWINGS SCHEMATIC. THIS CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDING OR AWARD OF CONTRACT TO INSPECT EXISTING FIELD CONDITIONS. THIS CONTRACT SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY FOR FIELD MODIFICATIONS DUE TO EXISTING CONDITIONS.

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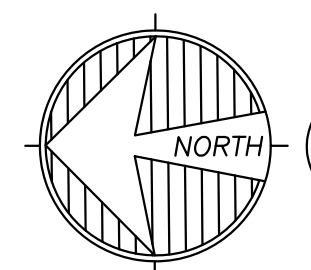
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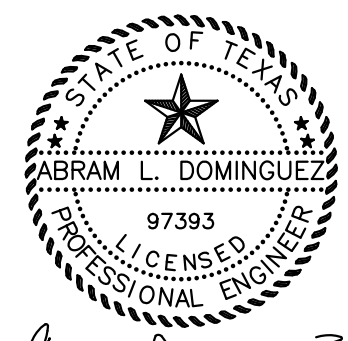
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DEMO - ELECTRICAL LIGHTING FLOOR PLAN

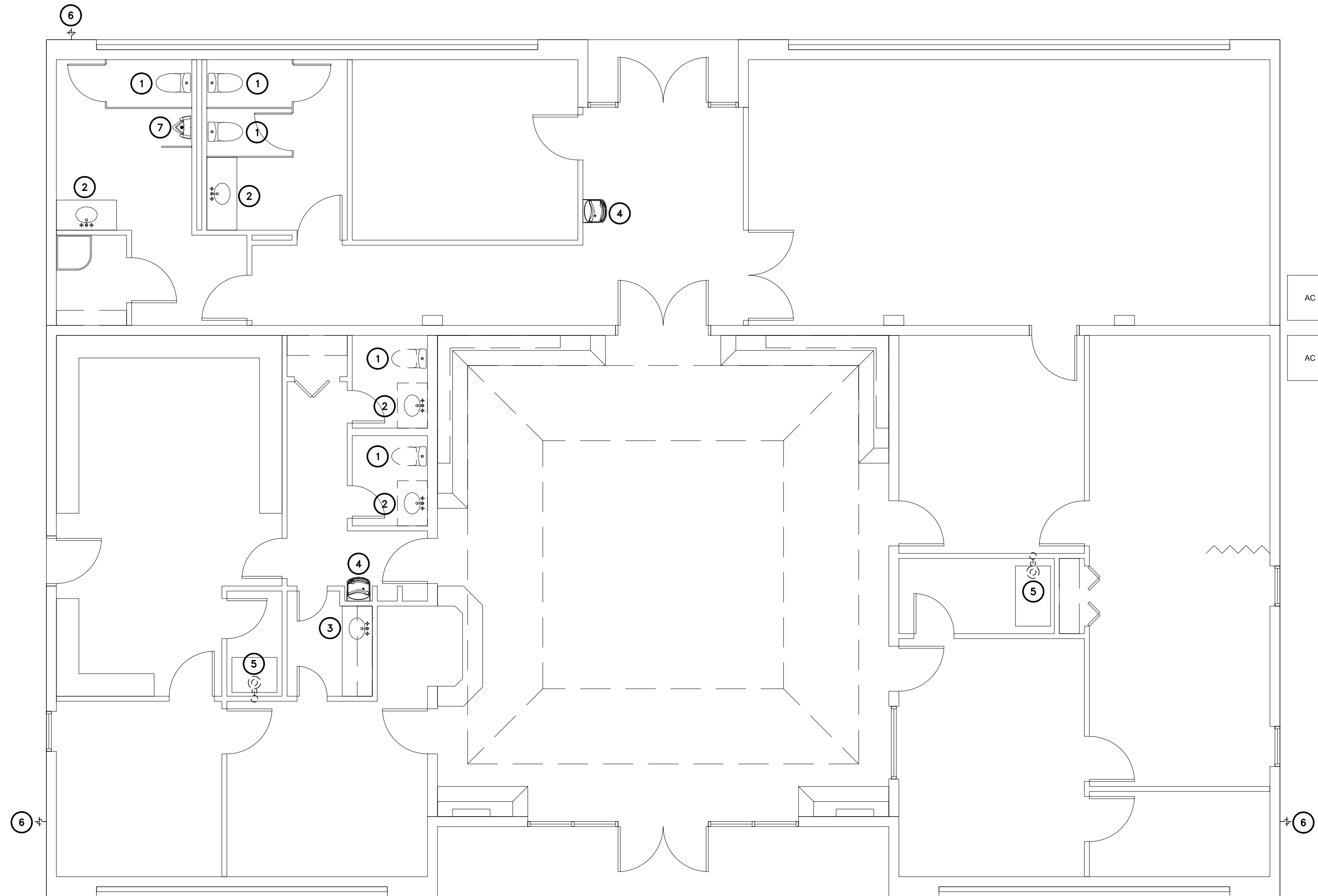
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Abram L. Dominguez  
08.24.2023

SHEET

DE2



### GENERAL DEMOLITION NOTES:

- A. INFORMATION ON THE PLAN HAS BEEN OBTAINED FROM EXISTING DRAWINGS AND SITE SURVEY. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING WORK. ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS AND CONSTRUCTION DOCUMENTS SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER AND/OR ARCHITECT.
- B. THE CONTRACTOR IS FULLY RESPONSIBLE FOR PERFORMING THE DEMOLITION WORK UNDER THIS SECTION OF THE PROJECT IN FULL COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODES. IF THE CONTRACTOR DETERMINES THAT THE CONTRACT DOCUMENTS AND PLANS ARE NOT IN COMPLIANCE WITH THE APPLICABLE CODES, HE SHALL INFORM THE ARCHITECT PRIOR TO CONSTRUCTION START FOR DIRECTION. FAILURE TO DO SO SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO MEET CODE REQUIREMENTS AND REWORK SHALL BE AT CONTRACTOR'S EXPENSE. APPLICABLE CODES AND STANDARDS ON DEMOLITION WORK SHALL INCLUDE THOSE PUBLISHED BY OSHA AND EPA. AN ASBESTOS SURVEY SHALL BE KEPT ON SITE AT ALL TIMES PER TEXAS DEPARTMENT OF HEALTH REQUIREMENTS.
- C. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE THE NECESSARY DEMOLITION. CONTRACTOR SHALL PATCH AND REPAIR ALL BUILDING DAMAGE CREATED BY DEMOLITION WORK. PATCHING SHALL BE COMPLETED WITH THE SAME MATERIALS AS THE SURROUNDING AREAS, OR WITH ARCHITECT APPROVED PATCHING MATERIALS.
- D. ALL OPENINGS CUT IN MASONRY AND PLASTER WALLS OR CONCRETE FLOORS SHALL BE CORE-DRILLED OR SAWED WHEN POSSIBLE. CONTRACTOR SHALL CHECK BUILDING CONSTRUCTION WITH STRUCTURAL ENGINEER BEFORE MAKING PENETRATIONS TO AVOID CUTTING THROUGH STRUCTURAL BEAMS AND REINFORCING. CONTRACTOR SHALL INFORM THE ENGINEER IF REINFORCING IS CUT OR DAMAGED WHILE MAKING OPENINGS AS REQUIRED BY DRAWINGS AND SPECIFICATIONS. PATCH AND SEAL OPENINGS WITH 3000 PSI CEMENT GROUT. INSTALL DECORATIVE TRIM (EQUIPMENT FLANGES, FRAMING, OR ESCUTCHEONS) AROUND OPENINGS IN FINISHED AREAS. COORDINATE ALL CUTTING AND PATCHING WITH THE OTHER TRADES.
- E. CONTRACTOR SHALL REMOVE AND RETURN ANY AND ALL EXISTING EQUIPMENT/MATERIALS TO OWNER. OWNER SHALL HAVE FULL RIGHT OF OWNERSHIP UNLESS SPECIFIED OTHERWISE. IF THE OWNER WIVES THIS OPTION, ANY EQUIPMENT, MATERIAL, ETC SHALL BECOME THE PROPERTY OF THE CONTRACTOR.

### PLUMBING DEMOLITION KEY NOTES: O

- 1 DEMOLISH EXISTING WATER CLOSET COMPLETE. DISCONNECT AND REMOVE WATER, VENT AND SANITARY SEWER LINES. NO VALVES OR LEAKING JOINTS SHALL REMAIN. REMOVE ALL FLANGES. CAP OFF SEWER LINES BELOW FINISH GRADE. PATCH AND REPAIR WALL, FLOOR, CEILING, BASE FINISHES AS PER ARCHITECTURAL PLANS AND SPECIFICATIONS.
- 2 DEMOLISH EXISTING LAVATORY COMPLETE. DISCONNECT AND REMOVE WATER, VENT AND SANITARY SEWER LINES. NO VALVES OR LEAKING JOINTS SHALL REMAIN. REMOVE ALL CARRIER SYSTEMS. CAP OFF SEWER LINES BELOW FINISH GRADE. PATCH AND REPAIR WALL, FLOOR, CEILING, BASE FINISHES AS PER ARCHITECTURAL PLANS AND SPECIFICATIONS.
- 3 DEMOLISH EXISTING SINK COMPLETE. DISCONNECT AND REMOVE WATER, VENT AND SANITARY SEWER LINES. NO VALVES OR LEAKING JOINTS SHALL REMAIN. REMOVE ALL FLANGES. CAP OFF SEWER LINES BELOW FINISH GRADE. PATCH AND REPAIR WALL, FLOOR, CEILING, BASE FINISHES AS PER ARCHITECTURAL PLANS AND SPECIFICATIONS.
- 4 DEMOLISH EXISTING DRINKING FOUNTAIN COMPLETE. DISCONNECT AND REMOVE WATER, VENT AND SANITARY SEWER LINES. NO VALVES OR LEAKING JOINTS SHALL REMAIN. REMOVE ALL FLANGES. CAP OFF SEWER LINES BELOW FINISH GRADE. PATCH AND REPAIR WALL, FLOOR, CEILING, BASE FINISHES AS PER ARCHITECTURAL PLANS AND SPECIFICATIONS.
- 5 DEMOLISH EXISTING CONDENSATE HUB DRAIN COMPLETE. DISCONNECT AND REMOVE VENT AND SANITARY SEWER LINES. NO VALVES OR LEAKING JOINTS SHALL REMAIN. CAP OFF SEWER LINES BELOW FINISH GRADE. PATCH AND REPAIR WALL, FLOOR, CEILING, BASE FINISHES AS PER ARCHITECTURAL PLANS AND SPECIFICATIONS.
- 6 REMOVE EXISTING HOSE BIBB. EXISTING WATER SERVICE SHALL REMAIN FOR RE-USE.
- 7 DEMOLISH EXISTING URINAL COMPLETE. DISCONNECT AND REMOVE WATER, VENT AND SANITARY SEWER LINES. NO VALVES OR LEAKING JOINTS SHALL REMAIN. REMOVE ALL FLANGES. CAP OFF PLUMBING LINES IN ATTIC OR UNDER FINISH FLOOR ELEVATION. PATCH AND REPAIR WALL, FLOOR, CEILING, BASE FINISHES AS PER ARCHITECTURAL PLANS AND SPECIFICATIONS.

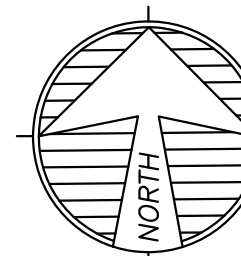
PLUMBING CONTRACTOR SHALL COORDINATE DOMESTIC WATER AND SANITARY SEWER LINE DIRECTION OF FLOW, SIZE, INVERT, AND POINT OF CONNECTION WITH EXISTING CONDITIONS PRIOR TO INSTALLATION OF ROUGH-IN TO AVOID CONFLICT. ANY DISCREPANCIES FOUND BY THE PLUMBING CONTRACTOR SHALL BE REPORTED TO THE ENGINEER/ARCHITECT IMMEDIATELY AND PRIOR TO ANY INSTALLATION. FAILURE TO COMPLY SHALL MAKE ALL CORRECTIONS AND/OR MODIFICATIONS THE FULL RESPONSIBILITY OF THE CONTRACTOR.

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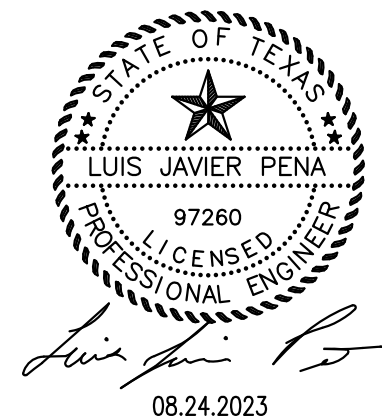
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SOUTH PADRE ISLAND, TEXAS

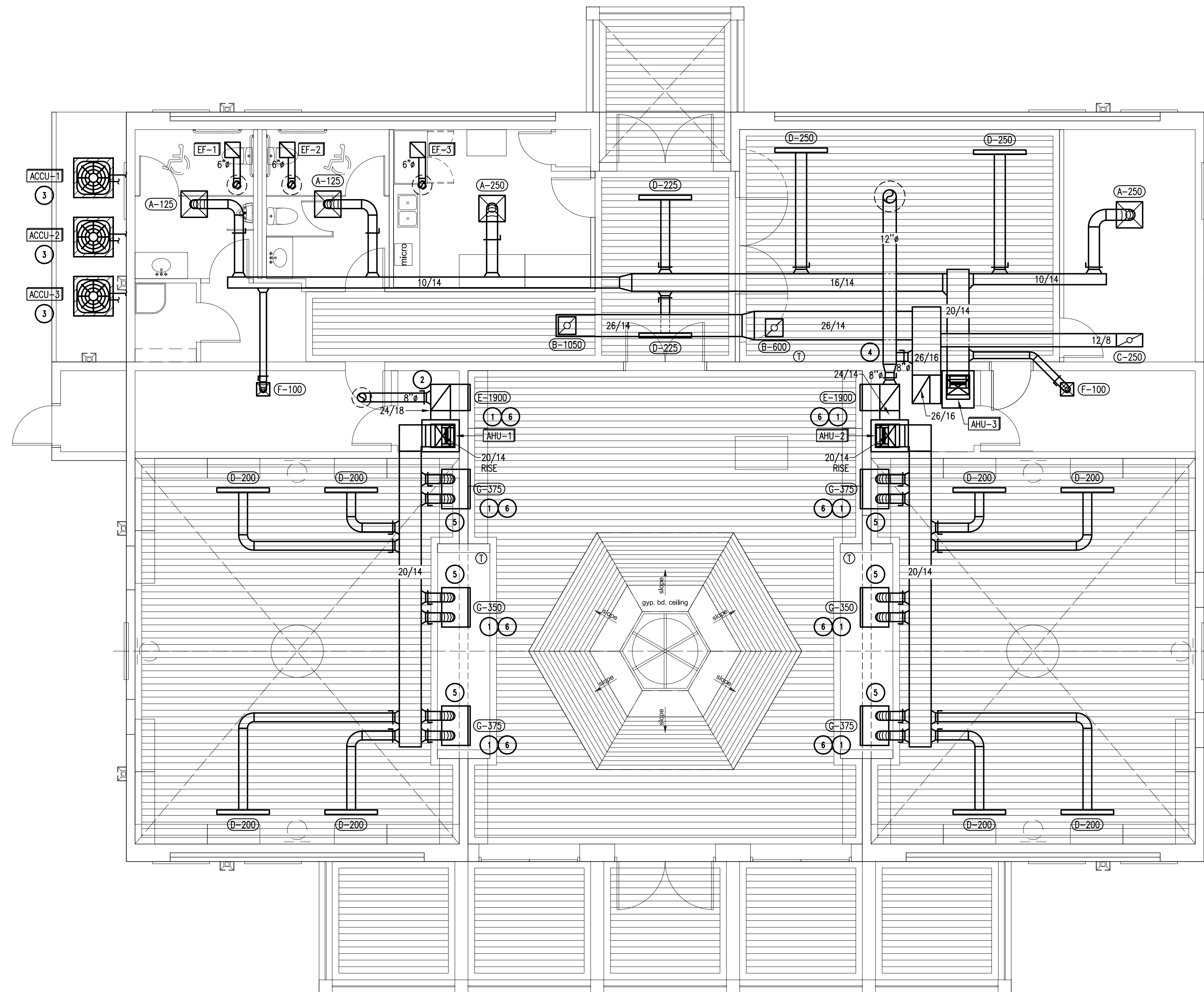
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A DEMO-PLUMBING FLOOR PLAN  
SCALE: 3/16" = 1'-0"





**GENERAL NOTES:**

- A. REFER TO SCHEDULE SHEET FOR ADDITIONAL GENERAL MECHANICAL NOTES.
- B. CONTRACTOR SHALL PROVIDE ALL NECESSARY TRANSITIONS FROM MECHANICAL EQUIPMENT TO DUCTS. VERIFY EQUIPMENT OUTLET/INLET SIZE WITH SCHEDULE.
- C. MECHANICAL CONTRACTOR SHALL COORDINATE WITH ALL OTHER TRADES TO MAINTAIN ACCESS CLEARANCES FOR ALL MECHANICAL EQUIPMENT.
- D. CONCEALED DUCTS SHALL BE SHEETMETAL SINGLE WALL TYPE WITH EXTERNAL WRAP INSULATION UNLESS OTHERWISE NOTED.
- E. ALL EXPOSED (VISIBLE) DUCT SHALL BE SHEETMETAL SINGLE WALL INTERNALLY LINED TYPE AND SURFACED FOR PAINTING. COLOR SELECTION BY ARCHITECT. (NO EXPOSED FLEX DUCT SHALL BE ALLOWED).
- F. CONTRACTOR SHALL PROVIDE ACCESS PANELS FOR ALL MECHANICAL EQUIPMENT LOCATED ABOVE INACCESSIBLE CEILING.
- G. CONTRACTOR SHALL PROVIDE STRUCTURAL SUPPORTS FOR ALL MECHANICAL EQUIPMENT SUSPENDED FROM STRUCTURE.
- H. CONTRACTOR SHALL COORDINATE ALL ROOF PENETRATIONS AND ROOFING WORK WITH ROOFING CONTRACTOR AS REQUIRED TO MAINTAIN ROOF WARRANTY.
- I. LOCATE EXHAUST HOODS/FANS MINIMUM 10- FEET FROM ANY OUTSIDE AIR INTAKE.

**KEY NOTES:**

- 1 AIR DEVICE MOUNTED ON WALL SURFACE SHALL BE PAINTED TO MATCH WALL COLOR.
- 2 PROVIDE MANUAL BALANCING DAMPER (WITH LOCKING QUADRANT) AND CONTROL DAMPER ON OUTSIDE AIR DUCT. CONTROL DAMPER SHALL BE EQUAL TO A RUSKIN MODEL "CD40", FURNISH WITH 2-POSITION ACTUATOR. DAMPER SHALL BE CONTROLLED FROM THERMOSTAT. FURNISH OUTSIDE AIR HOOD OF ALUMINUM CONSTRUCTION EQUAL TO COOK MODEL "8-PR".
- 3 PROVIDE AND INSTALL REFRIGERANT LINES PER MANUFACTURER RECOMMENDATIONS. PROVIDE INSULATION ON RETURN LINES. REFRIGERANT LINES LOCATED ON EXTERIOR SHALL BE PROVIDED WITH ALUMINUM JACKET. ROUTE REFRIGERANT LINES TO ASSOCIATED AIR HANDLING UNIT(S).
- 4 PROVIDE MANUAL BALANCING DAMPER (WITH LOCKING QUADRANT) AND CONTROL DAMPER ON OUTSIDE AIR DUCT. CONTROL DAMPER SHALL BE EQUAL TO A RUSKIN MODEL "CD40", FURNISH WITH 2-POSITION ACTUATOR. DAMPER SHALL BE CONTROLLED FROM THERMOSTAT. FURNISH OUTSIDE AIR HOOD OF ALUMINUM CONSTRUCTION EQUAL TO COOK MODEL "12-PR".
- 5 FIELD FABRICATE SHEETMETAL DUCT PLENUM AND TIE-IN TO AIR DEVICE. PROVIDE PLENUM WITH ROUND OPENING(S) FOR FLEX DUCT CONNECTION. PLENUM BOX SHALL BE EXTERNALLY INSULATED.
- 6 COORDINATE MOUNTING HEIGHT OF AIR DEVICE WITH ARCHITECT PRIOR TO INSTALL.

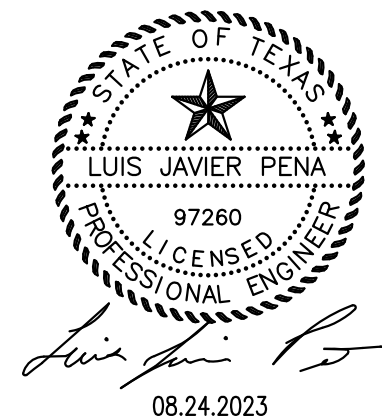
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**MECHANICAL FLOOR PLAN**  
 SCALE: 3/16" = 1'-0"



08.24.2023

SHEET

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## GENERAL MECHANICAL NOTES

- THESE DRAWINGS ARE DIAGRAMMATIC ONLY AND SHALL NOT BE SCALED. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL CONSTRUCTION EFFORTS. PROVIDE ALL NECESSARY OFFSETS AND FITTINGS AS REQUIRED BY FIELD CONDITIONS.
- CONTRACTOR SHALL HANG AND INSTALL ALL DUCTWORK TIGHT WITH THE BUILDING STRUCTURE TO ACCOMMODATE CEILINGS. CONTRACTOR SHALL COORDINATE INSTALLATION WORK WITH ALL OTHER TRADES. ALL DUCTWORK SHALL BE MODIFIED AS REQUIRED TO FIT AROUND BUILDING STRUCTURES.
- CONTRACTOR SHALL BALANCE ALL AIR DISTRIBUTION SYSTEMS TO ACHIEVE THE AIR VOLUME REQUIREMENTS AS INDICATED. BALANCING SHALL INCLUDE ADJUSTMENT OF ALL MANUAL VOLUME DAMPERS AND INDIVIDUAL DIFFUSER DAMPERS.
- CONTRACTOR SHALL MOUNT ALL THERMOSTATS 48-INCHES ABOVE FINISHED FLOOR UNLESS OTHERWISE NOTED. COORDINATE THE FINAL LOCATION OF EACH THERMOSTAT WITH ROOM FINISHES. PROVIDE ALL CONTROL VOLTAGE WIRING FOR THERMOSTAT INSTALLATION.
- CONTRACTOR SHALL COORDINATE THE FINAL LOCATIONS OF ALL CEILING AIR DEVICES WITH LIGHTING INSTALLATIONS AND ARCHITECTURAL CEILING PLANS. AIR DEVICES SHALL BE RELOCATED IF REQUIRED TO AVOID OBSTRUCTION WITH DUCTWORK AND LIGHT FIXTURES.
- PROVIDE SMOKE DETECTORS AND SHUTDOWN CONTROLS ON AIR HANDLING UNITS. SMOKE DETECTORS SHALL BE PROVIDED, INSTALLED, AND WIRED FOR SHUTDOWN BY DIVISION 16.

## GENERAL ABBREVIATIONS

ABBREVIATION	DESCRIPTION	ABBREVIATION	DESCRIPTION
AFF	ABOVE FINISHED FLOOR	KW	KILOWATTS
AHU	AIR HANDLING UNIT	L	LOUVER
ACCU	AIR COOLED CONDENSING UNIT	MAX	MAXIMUM
DB	DRY BULB	MIN	MINIMUM
EDH	ELECTRIC DUCT HEATER	NTS	NOT TO SCALE
EF	EXHAUST FAN	OBD	OPPOSED BLADE DAMPER
FCU	FAN COIL UNIT	S.P.	STATIC PRESSURE
FCCU	FAN COOLED CONDENSING UNIT	WB	WET BULB

## HVAC SPECIFICATION

- CONTRACTOR SHALL VISIT THE SITE AND VERIFY EXISTING CONDITIONS PRIOR TO BIDDING OR BEGINNING WORK.
- CONTRACTOR SHALL OBTAIN ALL PERMITS AND NOTIFY AUTHORITIES FOR INSPECTIONS.
- CONTRACTOR SHALL PROVIDE A FULLY FUNCTIONAL HVAC SYSTEM TO INCLUDE DUCTWORK, DIFFUSERS AND GRILLES, INSULATION, THERMOSTATS/SENSORS, SUPPLY/EXHAUST FANS, INTERCONNECTING REFRIGERANT LINES, FILTERS, DAMPERS, INTAKE/RELIEF HOODS, ROOF CURBS, AIR CONDITIONING UNITS, AND ANY REQUIRED HANGERS/SUPPORTS.
- WARRANTY: PROVIDE LABOR AND MATERIALS TO REPAIR OR REPLACE DEFECTIVE PARTS AND MATERIALS AS REQUIRED FOR ONE YEAR AFTER SUBSTANTIAL COMPLETION OR OWNER ACCEPTANCE OF THE COMPLETED PROJECT.
- CONTRACTOR SHALL INSTALL ALL EQUIPMENT IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS.
- CONTRACTOR SHALL INSTALL FIRE-STOPPING ON ALL PENETRATIONS THRU FIRE-RATED ASSEMBLIES.
- ALL DUCTWORK SHALL BE DESIGNED, MANUFACTURED, AND TESTED IN ACCORDANCE WITH THE LATEST APPLICABLE INDUSTRY STANDARDS INCLUDING THE FOLLOWING:  
 SMACNA "HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE"  
 ASTM A924/A924M-94, A863-G-65, AND E84  
 NFPA 90A, 96, AND 255  
 UL 181, 555, 555, AND 723  
 DUCT METAL THICKNESS, REINFORCING TYPES AND INTERVALS, AND JOINT TYPES AND INTERVALS SHALL ALSO COMPLY WITH THE REQUIREMENT OF THE ABOVE ORGANIZATIONS.  
  
 DUCT PRESSURE CLASS SHALL BE 3" W.G. FOR SUPPLY DUCTS FROM UNIT TO VAV BOXES. RETURN, EXHAUST, AND SUPPLY DUCTS LOCATED DOWNSTREAM OF VAV BOXES SHALL BE 1" W.G.  
  
 DUCT INSULATION SHALL BE 2-INCH THICK MINERAL-FIBER BLANKET WITH 1.5-LB/CU.FT. NOMINAL DENSITY AND FACTORY APPLIED "TSK" JACKET (ALUMINUM-FOIL, FIBERGLASS-REINFORCED SCRIM WITH KRAFT-PAPER BACKING.)
- CONTRACTOR SHALL PROVIDE RECORD "AS-BUILT" PRINTS TO THE OWNER.
- PROVIDE GRILLES, DIFFUSERS, AND DAMPERS IN SIZES, CAPACITIES, MATERIALS, AND PATTERN INDICATED ON THE DRAWINGS.
- FIRE DAMPERS (1-1/2 HOUR) SHALL BE EQUAL TO RUSKIN MODEL "DIBD2".
- SQUARE VOLUME DAMPERS SHALL BE EQUAL TO RUSKIN MODEL "MD25".
- ROUND VOLUME DAMPERS SHALL BE EQUAL TO RUSKIN MODEL "MORS25".

## SPLIT SYSTEM SCHEDULE

AIR HANDLING UNIT DESIGNATION	AHU-1	AHU-2	AHU-3
SUPPLY CFM	1900	1900	1900
OUTSIDE AIR CFM	150	150	150
EXTERNAL S.P. ("W.G.)	0.4	0.4	0.4
MOTOR HP.	1	1	1
TOTAL CAPACITY (MBH)	53.1	53.1	53.1
SENSIBLE CAPACITY (MBH)	39.2	39.2	39.2
ENTERING AIR (DB/WB)F	75/63	75/63	75/63
LEAVING AIR (DB/WB)F	57/54	57/54	57/54
HEATER CAPACITY (KW)	15.0	15.0	15.0
STAGES	2	2	2
VOLTAGE/PHASE	240/1Ø	240/1Ø	240/1Ø
MCA/MOCP	77/80	77/80	77/80
MANUFACTURER	TRANE	TRANE	TRANE
MODEL	TEM6A0D60	TEM6A0D60	TEM6A0D60
UNIT WEIGHT (LBS)	180	180	180
CONDENSING UNIT DESIGNATION	ACCU-1	ACCU-2	ACCU-3
CONDENSER AIR (DB)F	98	98	98
VOLTAGE/PHASE	240/1Ø	240/1Ø	240/1Ø
MCA/MOCP	35.6/60	35.6/60	35.6/60
MANUFACTURER	TRANE	TRANE	TRANE
MODEL	4TR7060	4TR7060	4TR7060
UNIT WEIGHT (LBS)	260	260	260
EFFICIENCY EER (SEER)	(17.0)	(17.0)	(17.0)
REMARKS	1,2,3,4,5,6,7	1,2,3,4,5,6,7	1,2,3,4,5,6,7

- REMARKS
- PROVIDE WITH 7-DAY PROGRAMMABLE THERMOSTAT AND HUMIDITY CONTROL. FURNISH AVERAGING SENSORS WHERE SHOWN ON PLAN.
  - PROVIDE SINGLE POINT POWER.
  - PROVIDE CONCRETE PAD FOR CONDENSING UNIT MOUNTING.
  - PROVIDE AND INSTALL REFRIGERANT LINES PER MANUFACTURER RECOMMENDATIONS. (FURNISH WITH FILTER DRYER AND SIGHT GLASS)
  - PROVIDE WITH HIGH EFFICIENCY 2-STAGE SCROLL COMPRESSOR.
  - PROVIDE EXTERNAL FILTER BASE WITH HINGED ACCESS DOOR AND 1-INCH TRACK.
  - PROVIDE WITH SAFETY FLOAT SWITCH.

## NECK/BRANCH DUCT SIZE CHART

SUPPLY DUCT			RETURN DUCT		
NECK/BRANCH SIZE	CFM RANGE		NECK/BRANCH SIZE	CFM RANGE	
6" DIAMETER	6/6 DUCT	0 - 100	6" DIAMETER	6/6 DUCT	0 - 75
8" DIAMETER	12/6 DUCT	101 - 225	8" DIAMETER	12/6 DUCT	76 - 150
10" DIAMETER	12/8 DUCT	226 - 400	10" DIAMETER	12/8 DUCT	151 - 275
12" DIAMETER	12/10 DUCT	401 - 675	12" DIAMETER	12/10 DUCT	276 - 475
14" DIAMETER	14/12 DUCT	676 - 1000	14" DIAMETER	14/12 DUCT	476 - 700
16" DIAMETER	18/12 DUCT	1001 - 1400	16" DIAMETER	18/12 DUCT	701 - 1000
18" DIAMETER	24/12 DUCT	1401 - 2000	18" DIAMETER	24/12 DUCT	1001 - 1300
20" DIAMETER	24/14 DUCT	2001 - 2500	20" DIAMETER	24/14 DUCT	1301 - 1800
22" DIAMETER	20/22 DUCT	2501 - 3200	22" DIAMETER	22/20 DUCT	1801 - 2300
24" DIAMETER	22/24 DUCT	3201 - 4200	24" DIAMETER	24/22 DUCT	2301 - 2800
			26" DIAMETER	24/24 DUCT	2801 - 3600
			28" DIAMETER	26/26 DUCT	3601 - 4200

## AIR DEVICE SCHEDULE

DESIGNATION	SIZE	MOUNTING	THROW	NECK TYPE	CONSTRUCTION	OBD	MAX NC	FINISH	MANUFACTURER	MODEL
A	24 X 24	SURFACE	4-WAY	ROUND	ALUMINUM	YES	30	#26 WHITE	TITUS	OMNI-AA
B	16 X 16	SURFACE	-	-	ALUMINUM	NO	30	#26 WHITE	TITUS	350FS
C	24 X 12	SURFACE	-	-	ALUMINUM	NO	30	#26 WHITE	TITUS	50F
D	48"-1 SLOT	SURFACE	2-WAY	--	ALUMINUM	YES	30	WHITE	TITUS	FL-10
E	24 X 20	SURFACE	-	-	ALUMINUM	YES	30	#26 WHITE	TITUS	350FS
F	12 X 12	SURFACE	4-WAY	ROUND	ALUMINUM	YES	30	#26 WHITE	TITUS	OMNI-AA
G	36 X 4	SURFACE	1-WAY	-	ALUMINUM	NO	30	#26 WHITE	TITUS	CT-580

LEGEND: CFM → (A-200) DESIGNATION

NOTES:

- SIZE SHALL INCLUDE MODULE WITH FULL FACE.
- COORDINATE AIR DEVICE TYPE WITH ARCHITECTURAL CEILINGS.
- NECK SIZE PER NECK/BRANCH DUCT SIZE CHART.
- SLOT DIFFUSER SHALL BE 1" SLOT WIDTH.

## EXHAUST FAN SCHEDULE

DESIGNATION	EF-1	EF-2	EF-3
EXHAUST CFM	150	150	150
EXTERNAL S.P. ("W.G.)	0.375	0.375	0.375
MOTOR HP.	69 WATTS	69 WATTS	69 WATTS
MOTOR RPM	873	873	873
DRIVE TYPE	DIRECT	DIRECT	DIRECT
FAN TYPE	CENTRIFUGAL	CENTRIFUGAL	CENTRIFUGAL
MOUNTING LOCATION	CEILING	CEILING	CEILING
SONES	3.0	3.0	3.0
VOLTAGE/PHASE	120/1Ø	120/1Ø	120/1Ø
MANUFACTURER	COOK	COOK	COOK
MODEL	GC-186	GC-186	GC-186
UNIT WEIGHT (LBS)	13	13	13
REMARKS	1,2,3,4,5	1,2,3,4,5	1,2,3,5,6

REMARKS

- PROVIDE WITH INTERNAL DISCONNECT.
- PROVIDE WITH BACK DRAFT DAMPER.
- PROVIDE WITH FAN SPEED CONTROL.
- SWITCH WITH LIGHTS.
- PROVIDE WITH ROOF CAP AND CURB.
- PROVIDE WITH INDIVIDUAL SWITCH.

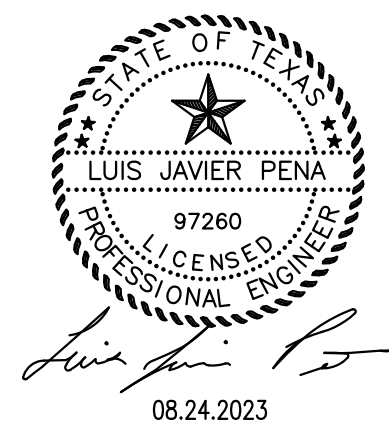
## MECHANICAL SYMBOLS

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
⊙	TEMPERATURE SENSOR	⊠	EXHAUST AIR DUCT
⊠	SUPPLY AIR DEVICE (SEE SCHEDULE)	⊠	RETURN AIR DUCT
⊠	RETURN/TRANSFER AIR DEVICE (SEE SCHEDULE)	⊠	SUPPLY AIR DUCT
⊠	EXHAUST FAN (SEE SCHEDULE)	X/X	DUCT INTERNAL DIMENSIONS (WIDTH/DEPTH)
⊠	RECTANGULAR DUCT TRANSITION	⊠	ROUND BRANCH DUCT WITH MANUAL BALANCING DAMPER
⊠	ROUND FLEX DUCT	⊠	ROOF TOP UNIT (SEE SCHEDULE)
⊠ <sub>AVG.</sub>	AVERAGING TEMPERATURE SENSOR	⊠	THERMOSTAT

JOB NO. 22081  
DATE 08/24/2023  
REVISIONS -  
DRAWN BY J.P.T.T.

SOUTH PADRE ISLAND  
MUSEUM  
610 PADRE BLVD.  
SOUTH PADRE ISLAND, TEXAS

**MEP SOLUTIONS**  
ENGINEERING  
MECHANICAL, ELECTRICAL, PLUMBING ENGINEERS  
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TEXAS BOARD OF PROFESSIONAL ENGINEERS REGISTRATION # E-9748



SHEET

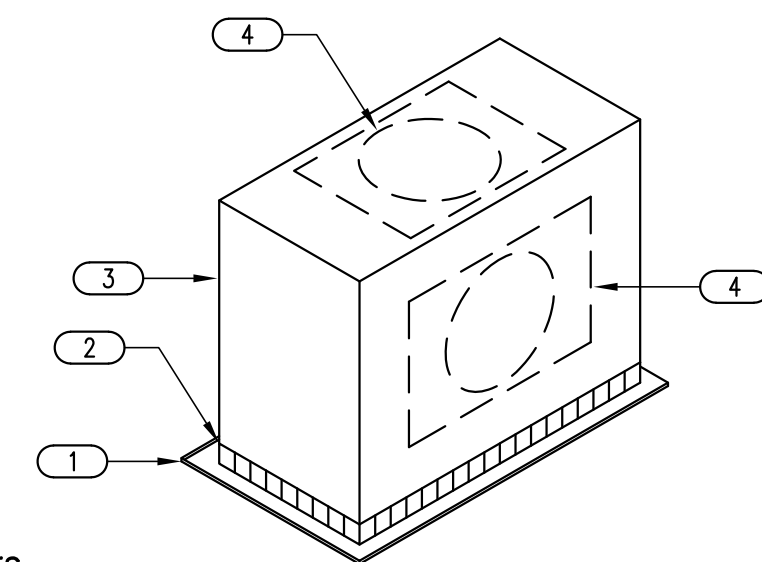
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JOB NO.	22084
DATE	08/24/2023
REVISIONS	-
DRAWN BY	JLP/TTL

**SOUTH PADRE ISLAND  
MUSEUM**  
610 PADRE BLVD.  
SOUTH PADRE ISLAND, TEXAS

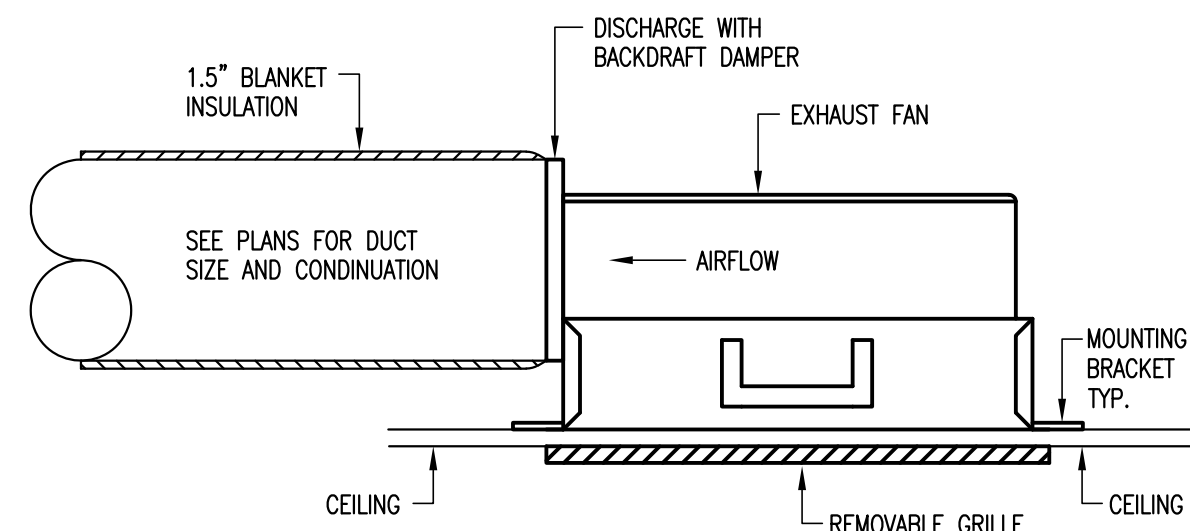
**MEP SOLUTIONS  
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SHEET  
**M3**



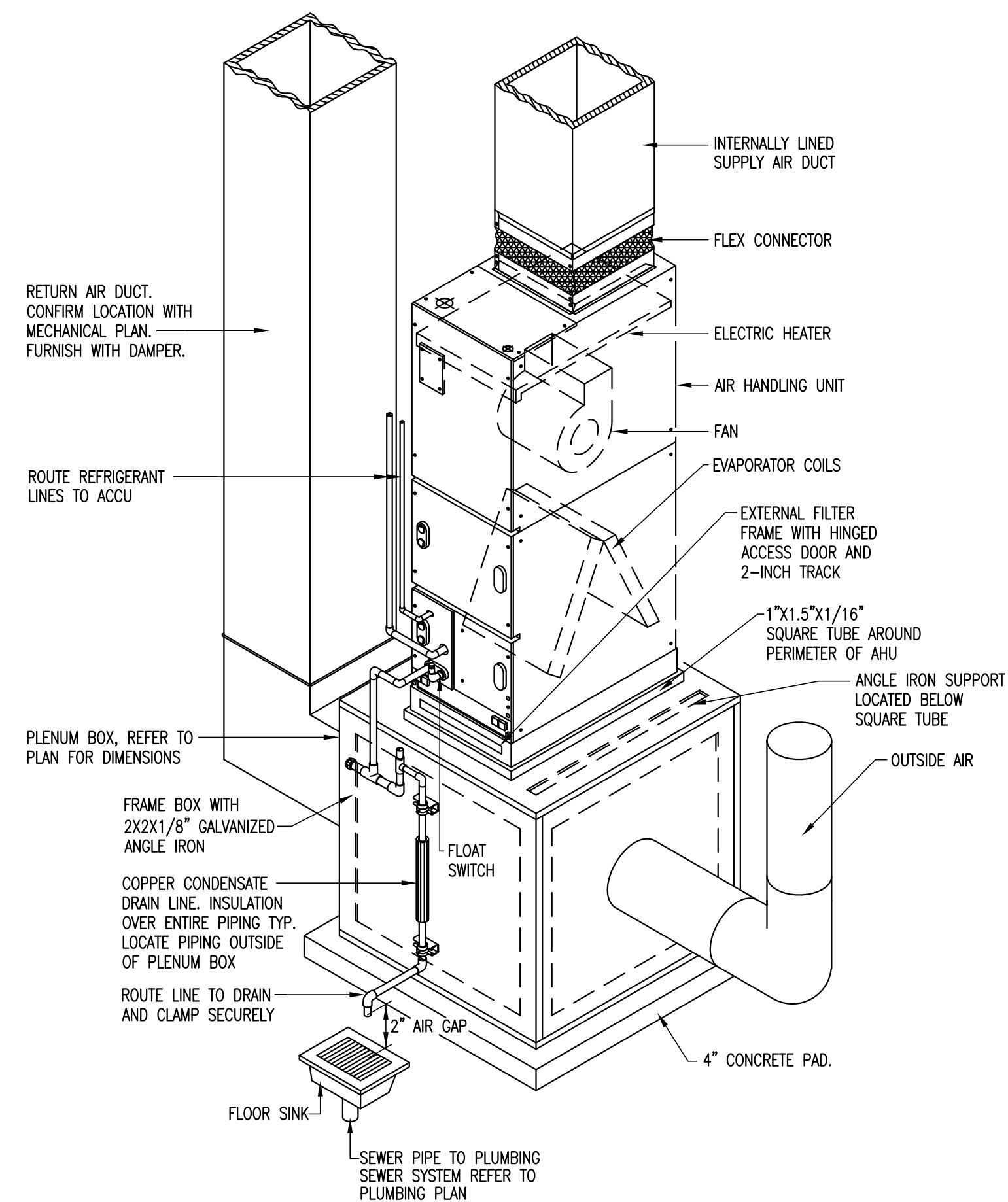
- KEY NOTES:**
- 1 CEILING MOUNTED RETURN/EXHAUST AIR GRILLE. SEE PLANS AND SCHEDULE.
  - 2 SECURE INTERNALLY LINED PLENUM TO AIR DEVICE.
  - 3 PLENUM HEIGHT SHALL BE 12-INCHES MINIMUM WITH 1.5" INTERNAL LINING.
  - 4 PROVIDE ROUND/SQUARE TAP CONNECTION AS REQUIRED.

**A RETURN/EXHAUST  
AIR DEVICE PLENUM**  
SCALE: N.T.S.

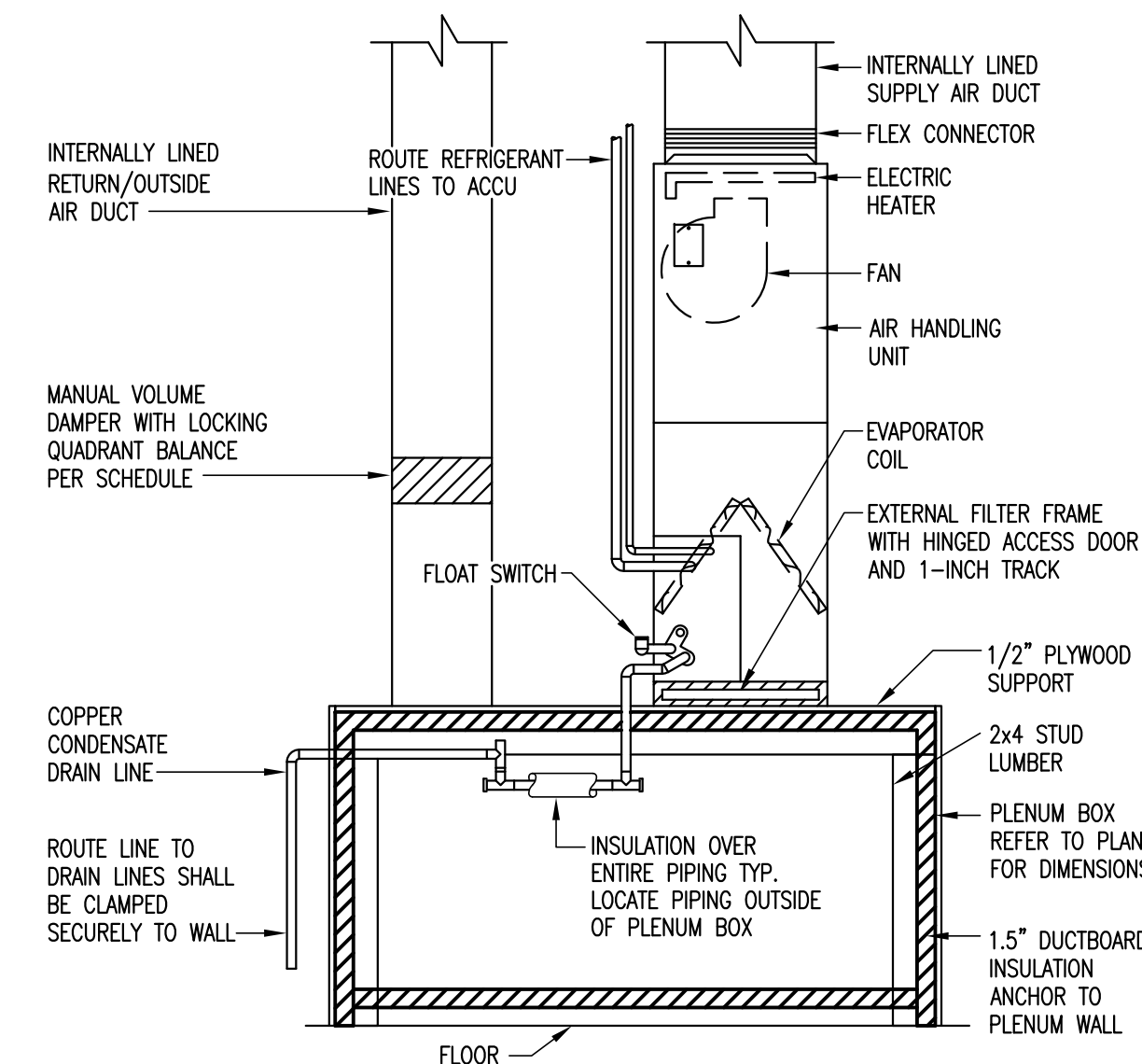


NOTE: INSTALL PER MANUFACTURER  
RECOMMENDATIONS

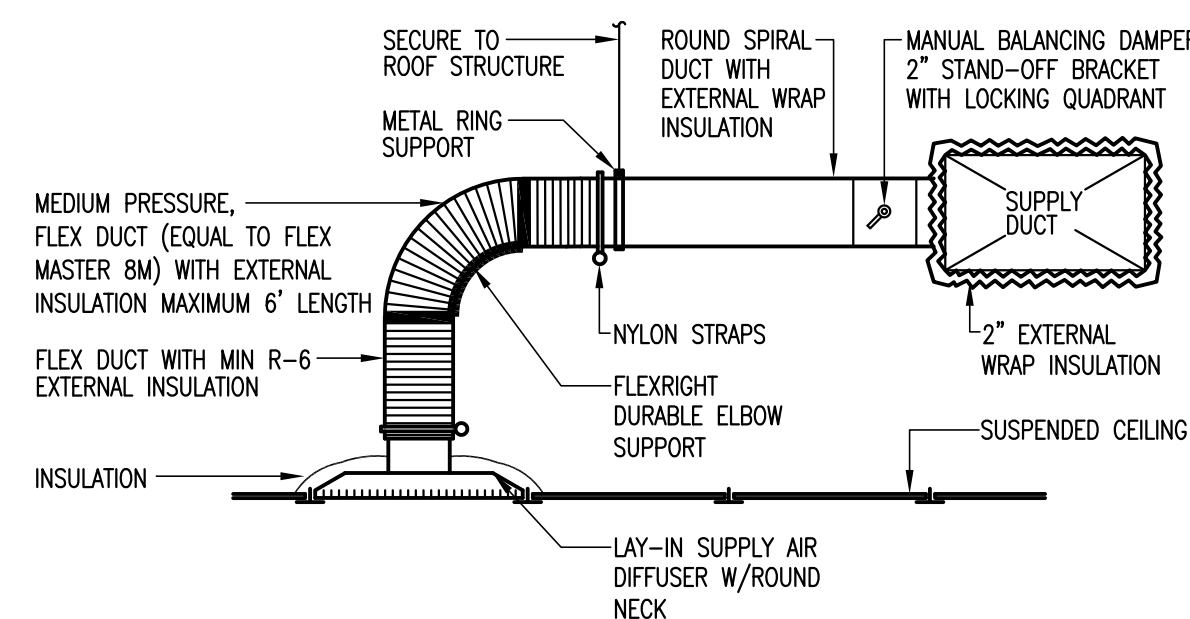
**B CEILING MOUNTED EXHAUST FAN**  
NO SCALE



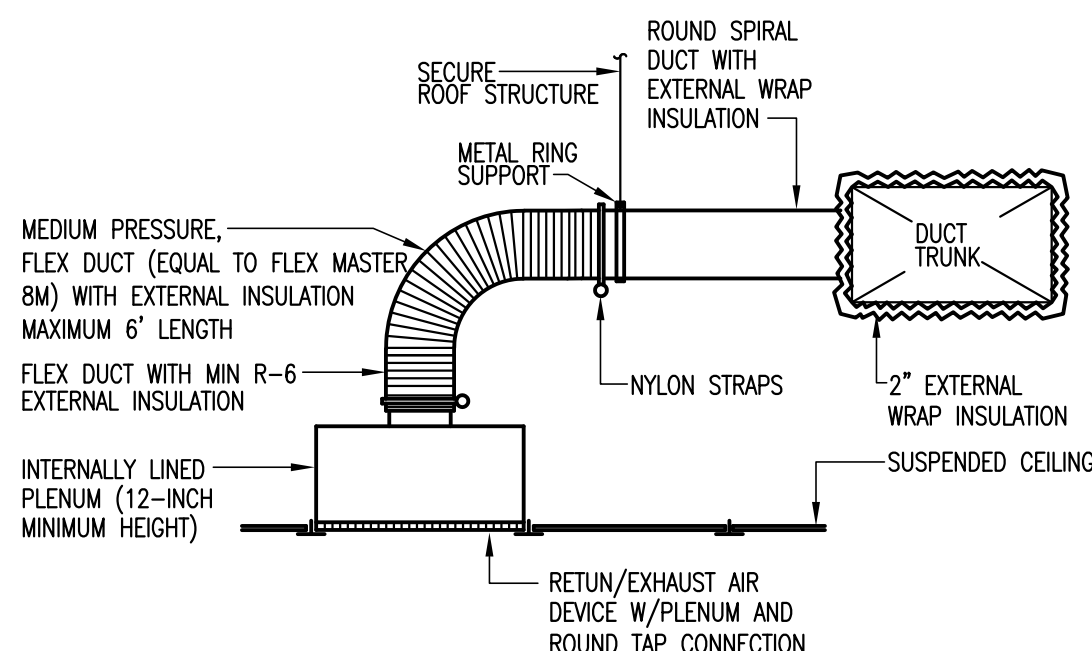
**E AIR HANDLING UNIT DETAIL**  
SCALE: N.T.S. TYPICAL AHU



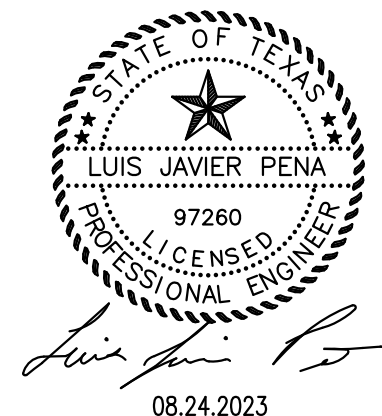
**F AIR HANDLING UNIT DETAIL**  
SCALE: N.T.S. VERTICAL

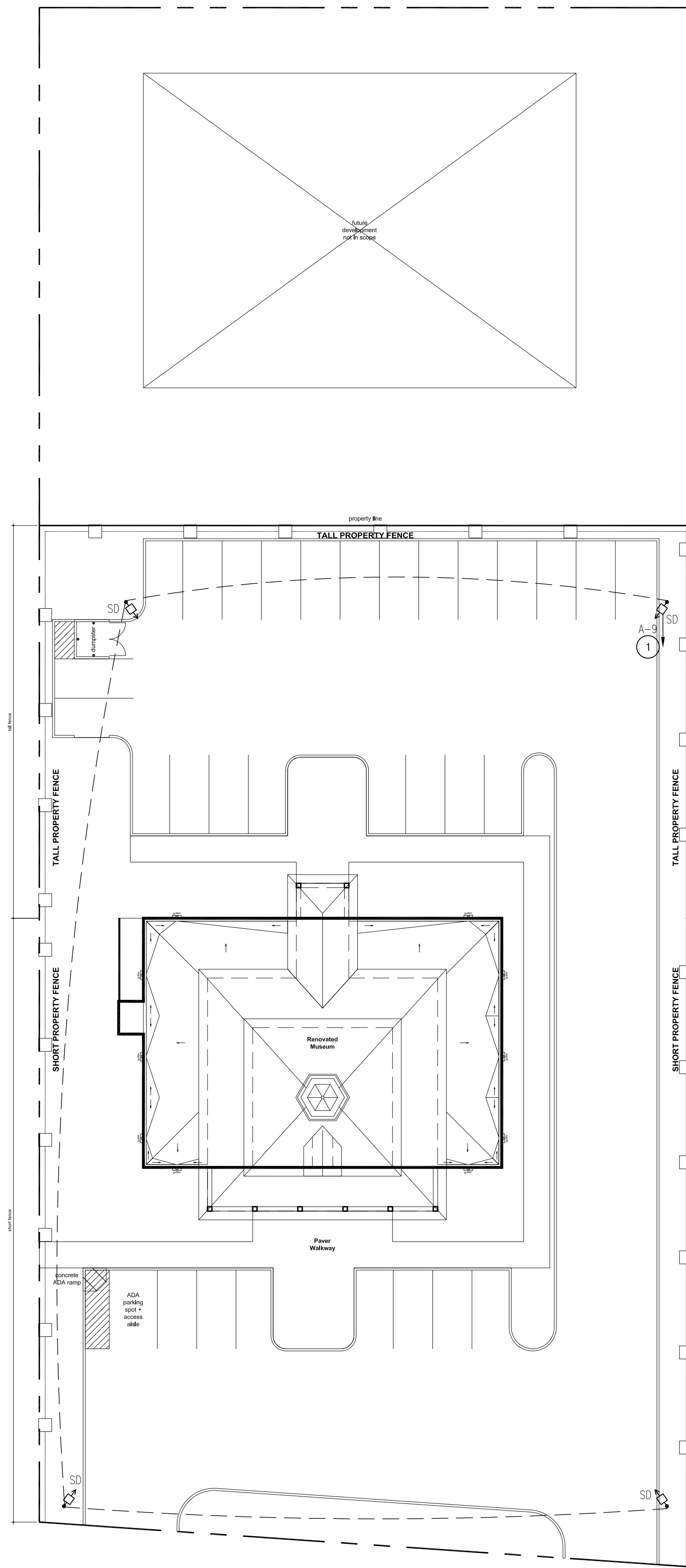


**C SUPPLY AIR DIFFUSER**  
SCALE: N.T.S.



**D RETURN/EXHAUST AIR DEVICE**  
SCALE: N.T.S.





**FIELD VERIFY ALL CONDITIONS**

DESIGN DRAWINGS SCHEMATIC. THIS CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDING OR AWARD OF CONTRACT TO INSPECT EXISTING FIELD CONDITIONS. THIS CONTRACT SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY FOR FIELD MODIFICATIONS DUE TO EXISTING CONDITIONS.

THE CONTRACTOR SHALL CONTACT THE ARCHITECT, ENGINEER OR OWNER PRIOR TO BIDDING FOR INTERPRETATIONS AND CLARIFICATIONS OF THE DESIGN AND INCLUDE IN HIS BID ALL COSTS TO MEET THE DESIGN INTENT. CLARIFICATIONS MADE BY THE ARCHITECT, ENGINEER OR OWNER AFTER BIDDING WILL BE FINAL AND SHALL BE IMPLEMENTED AT CONTRACTORS COST.

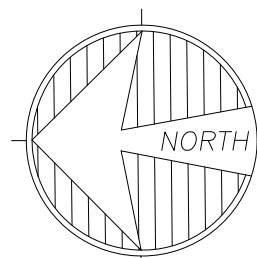
BIDDING CONTRACTORS SHALL HAVE A WORKING KNOWLEDGE OF LOCAL CODES AND ORDINANCES AND SHALL INCLUDE IN THEIR BIDS THE COSTS FOR ALL WORK INSTALLED IN STRICT ACCORDANCE WITH GOVERNING CODES, THE PLANS AND SPECIFICATIONS. NOT WITHSTANDING, THE CONTRACTOR SHALL ALERT ARCHITECT, ENGINEER OR OWNER OF ANY APPARENT DISCREPANCIES BETWEEN GOVERNING CODES AND DESIGN INTENT.

**GENERAL NOTES:**

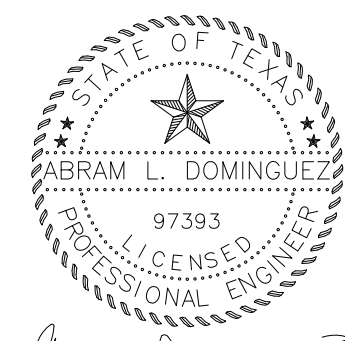
A. INFORMATION ON THIS PLAN HAS BEEN OBTAINED FROM EXISTING DRAWINGS AND SITE SURVEY. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING WORK. ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS AND CONSTRUCTION DOCUMENTS SHALL BE REPORTED TO THE ENGINEER.

**KEY NOTES:**

- 1 LIGHTING CIRCUIT SHALL BE CONTROLLED VIA THE LIGHTING CONTROLLER WITH A 7-DAY, 24 HOUR, PROGRAMMABLE, ASTRONOMICAL TIME CLOCK AND BY-PASS PHOTOCELL. PHOTOCELL MOUNTED ON BUILDING EXTERIOR ON NORTH WALL FACING EXPOSURE.



**A ELECTRICAL SITE PLAN**  
SCALE: 1" = 20'-0"



*Abram L. Dominguez*  
08.24.2023

JOB NO.	22089
DATE	08/24/2023
REVISIONS	-
DRAWN BY	A.D./M.G.

**SOUTH PADRE ISLAND MUSEUM**  
610 PADRE BLVD.  
SOUTH PADRE ISLAND, TEXAS

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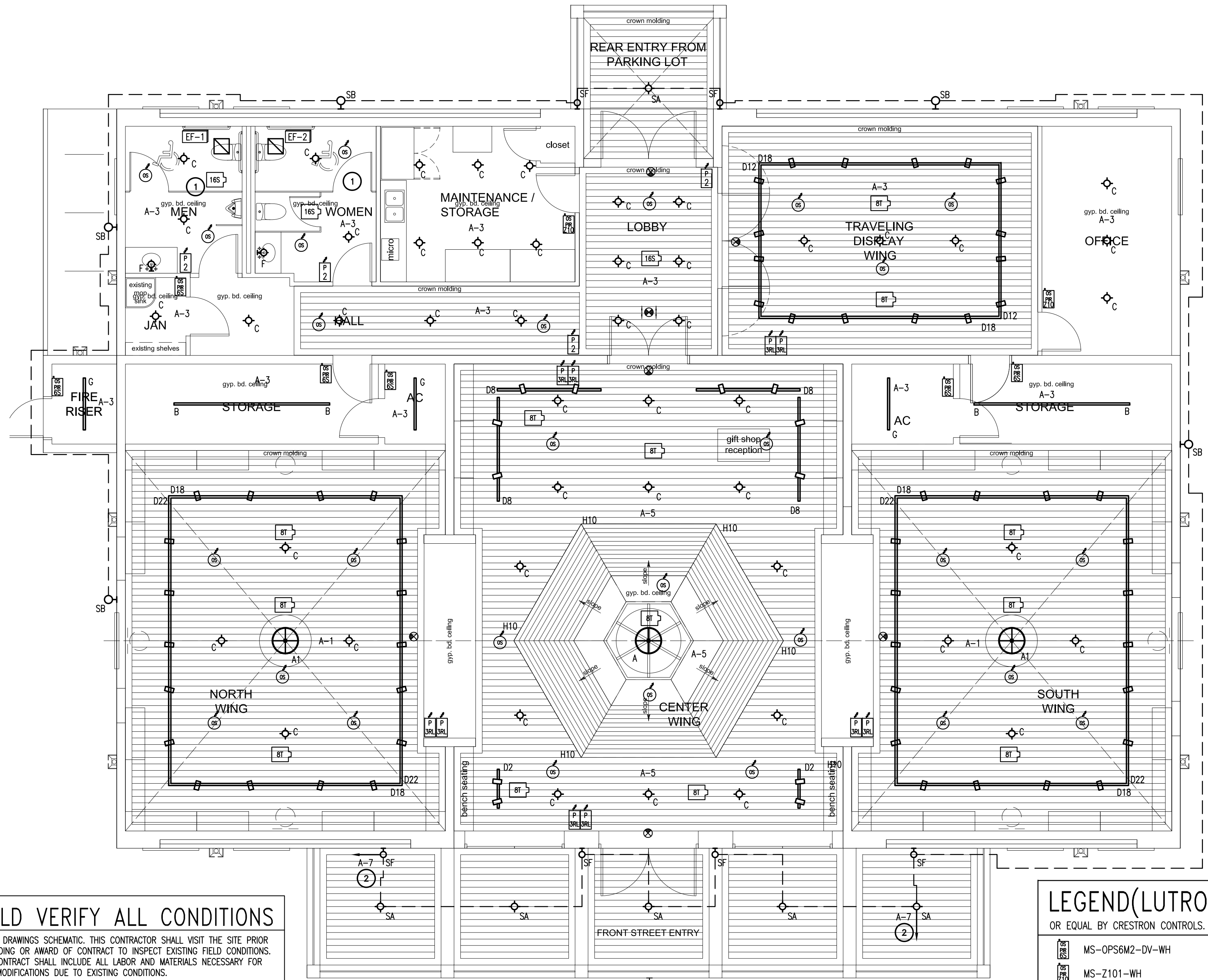
**E0**

**KEY NOTES:**

- EXHAUST FAN TO BE CIRCUIT WITH LIGHTS.
- LIGHTING CIRCUIT SHALL BE CONTROLLED VIA THE LIGHTING CONTROLLER WITH A 7-DAY, 24 HOUR, PROGRAMMABLE, ASTRONOMICAL TIME CLOCK AND BY-PASS PHOTOCELL. PHOTOCELL MOUNTED ON BUILDING EXTERIOR ON NORTH WALL FACING EXPOSURE.
- FURNISH AND INSTALL WEATHERPROOF J-BOX FOR CONNECTION OF SIGNAGE STUB IN 3/4" FROM J-BOX INTO ATTIC SPACE. COORDINATE LOCATION WITH OWNER PRIOR TO ROUGH-IN.

**GENERAL NOTES:**

- REFER TO ARCHITECTURAL REFLECTED CEILING PLAN (RCP) FOR EXACT LOCATION OF LIGHT FIXTURES. FURNISH FIXTURES WITH TRIM COMPATIBLE WITH THE TYPE OF CEILING AS INDICATED ON THE RCP.
- EXIT LIGHTS ARE TYPE X, UNO. CONNECT EXIT LIGHT FIXTURES TO UN-SWITCHED CIRCUIT SERVING SPACE IN WHICH FIXTURE IS INSTALLED. INSTALL CEILING MOUNTED FIXTURES, UNO.
- COORDINATE PLACEMENT OF FIXTURES WITH ACTUAL INSTALLATION OF MECHANICAL EQUIPMENT AND DUCTWORK.
- CIRCUIT EMERGENCY FIXTURES IN ROOMS TO PERMIT ALL THE LAMPS TO BE SWITCHED OFF. LEAVING THE BATTERY IN STAND BY CONDITION, SO THE EMERGENCY BATTERY UNIT WILL OPERATE ONE LAMP WHEN THE NORMAL POWER IS INTERRUPTED. REQUEST THE REQUIRED WIRING DIAGRAM FROM EQUIPMENT MANUFACTURER. ALL EMERGENCY LIGHTING FIXTURES SHALL BE CIRCUITED TO THE NON-SWITCHED PHASE WIRE IN ADDITION TO THE SWITCHED LEG. ALL EXIT SIGNS SHALL BE CIRCUITED TO THE NON-SWITCHED PHASE WIRE ONLY.
- COORDINATE ROUGH-IN LOCATION OF ALL DEVICES WITH ARCHITECTURAL ELEVATIONS, DETAILS, AND PLANS.
- ALL DEVICES SHALL SHARE COMMON FACEPLATE WHERE APPLICABLE.
- FIXTURES SHALL BE CIRCUITED TO CIRCUIT INDICATED IN SPACE.



**FIELD VERIFY ALL CONDITIONS**

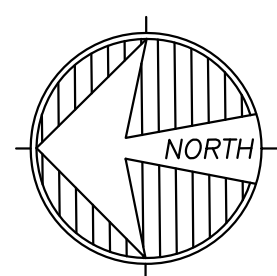
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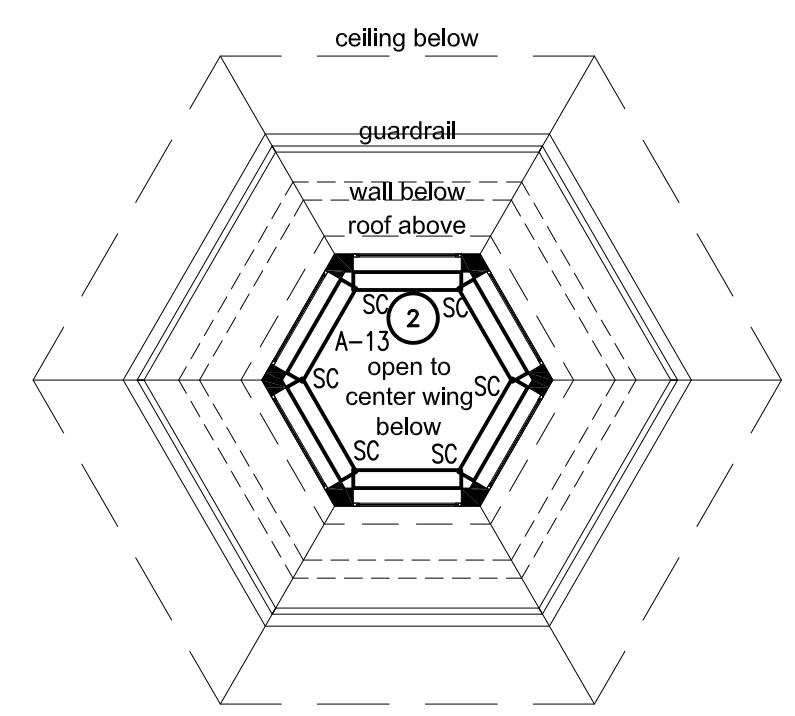
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**LEGEND(LUTRON)**  
 OR EQUAL BY CRESTRON CONTROLS.

- MS-OPS6M2-DV-WH
- MS-2101-WH
- PJ2-2B-GWH-L01 (CW-1-WH)
- PJ2-3BRL-GWH-L01 (CW-1-WH)
- LRF2-OCR2B-P
- HJS-0-FM
- RMJS-16R-DV-B
- RMJS-8T-DV-B



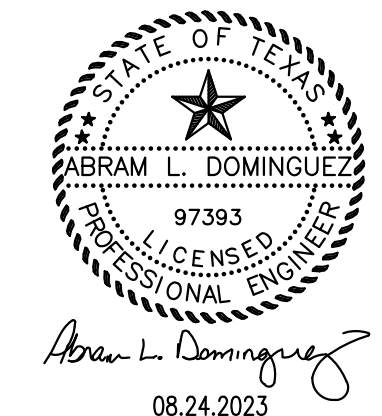
**A ELECTRICAL LIGHTING FLOOR PLAN**  
 SCALE: 3/16" = 1'-0"



**B ELECTRICAL LANTERN LIGHTING FLOOR PLAN**  
 SCALE: 3/16" = 1'-0"

**LIGHTING FIXTURE SCHEDULE**

TYPE	DESCRIPTION	MANUFACTURER & MODEL #	LAMPS/TEMP/VA	VOLTAGE
A	PENDANT LIGHT FIXTURE	AS SELECTED BY OWNER ALLOWANCE \$2500.00	LED 4000K 50	120
A1	PENDANT LIGHT FIXTURE	AS SELECTED BY OWNER ALLOWANCE \$1500.00	LED 4000K 50	120
B	6" LINEAR SURFACE MOUNTED LIGHT FIXTURE	AS SELECTED BY OWNER ALLOWANCE \$200.00	LED 4000K 20	120
C	4" RECESSED DOWNLIGHT	LITHONIA #LBR4L02 SWW1 AR MWD MVOLT UGZ QDS	LED 4000K 10	120/277
CE	4" RECESSED DOWNLIGHT EMERGENCY BATTERY PACK	LITHONIA #LBR4L02 SWW1 AR MWD MVOLT UGZ QDS EM	LED 4000K 10	120/277
D2	2' SINGLE CIRCUIT TRACK WITH TWO TRACK HEADS PICO SERIES TRACK HEAD FURNISH WITH ASSOCIATED ACCESSORIES	SPECTRUM LIGHTING #BETO2XX(TRACK)/STT25XM 10L XXX MD BLU XX	LED 20	120/277
D8	8' SINGLE CIRCUIT TRACK WITH THREE TRACK HEADS PICO SERIES TRACK HEAD FURNISH WITH ASSOCIATED ACCESSORIES	SPECTRUM LIGHTING #BETO2XX(TRACK)/STT25XM 10L XXX MD BLU XX	LED 30	120/277
D12	12' SINGLE CIRCUIT TRACK WITH FOUR TRACK HEADS PICO SERIES TRACK HEAD FURNISH WITH ASSOCIATED ACCESSORIES	SPECTRUM LIGHTING #BETO2XX(TRACK)/STT25XM 10L XXX MD BLU XX	LED 40	120/277
D18	18' SINGLE CIRCUIT TRACK WITH FOUR TRACK HEADS PICO SERIES TRACK HEAD FURNISH WITH ASSOCIATED ACCESSORIES	SPECTRUM LIGHTING #BETO2XX(TRACK)/STT25XM 10L XXX MD BLU XX	LED 40	120/277
D22	22' SINGLE CIRCUIT TRACK WITH FIVE TRACK HEADS PICO SERIES TRACK HEAD FURNISH WITH ASSOCIATED ACCESSORIES	SPECTRUM LIGHTING #BETO2XX(TRACK)/STT25XM 10L XXX MD BLU XX	LED 50	120/277
F	VANITY LIGHT FIXTURE	AS SELECTED BY OWNER ALLOWANCE \$500.00	LED 4000K 20	120/277
G	4" STRIP	LITHONIA #ZL1N L48 3000LM FST MVOLT 36K WH	LED 3500K 33	120/277
H10	10" ARCHITECTURAL STRIP LIGHTING WITH SURFACE CHANNEL POWER SUPPLY AND ASSOCIATED DEVICES	NOVA FLEX #DS 128 4517	LED 4000K 35	120/277
SA	4" RECESSED DOWNLIGHT	LITHONIA #LBR4L02 SWW1 AR MWD MVOLT UGZ QDS	LED 4000K 10	120/277
SB	ARCHITECTURAL WALL SCONCE FINISH AS SELECTED BY ARCHITECT	LITHONIA #WST LED P3 40K VW MVOLT	LED 4000K 50	120/277
SC	36" LUMENCOVE FIXTURE DYNAMIC WHITE, FURNISH WITH DMX CONTROLLER	LUMENPULSE #LCS2 HO 120 36 DWH CL WH	LED DYNAMIC WHITE 36	120
SD	SINGLE HEAD AREA LIGHT WITH TYPE IV DISTRIBUTION FLOOD LIGHT, MSP DISTRIBUTION 25" POLE, 24" PEDESTAL	LITHONIA #RSX1 LED P4 R4 MVOLT SPA DDBXD WITH #DSXF3 LED 6 P2 40K MSP MVOLT KW #RTSP25-7.0 KZ	LED 4000K 302	120/277
SF	WALL MOUNTED UP/DOWNLIGHT WET LOCATION LISTED MARINE GRADE	AS SELECTED BY OWNER ALLOWANCE \$3,000.00	LED 4000K 36	120/277
X	UNIVERSAL EXIT LIGHT WITH BATTERY PACK, NUMBER OF FACES AND DIRECTIONAL CHEVRONS AS INDICATED ON THE DRAWINGS	LITHONIA #LQMSW3R120/277ELN	LED'S FURNISHED 10	120





FLOOR BOX SCHEDULE								
MARK	MANUFACTURE	#GANGS/ OPENING DIMENSIONS	FLOOR BOX #	KNOCK OUTS	PLATES #	COVER MODEL #	COVER FINISH**	DESCRIPTION
FB4	HUBBELL	4 GANG / 8" ROUND	CFB4G3ORCR	1/2" TO 2"	(3) FBMPREC (DECORA) (1)FBMPKKS (KEYSTONE)	CFBS18BCVR		SLAB ON GRADE - 4 GANG FLOOR BOX WITH (3) DECORA PLATES FOR POWER/AN/ETC., (1) SIX OPENING KEYSTONE PLATE FOR DATA AND 9.5" ROUND 0.15" THICK CAST ALUMINUM COVER PLATE.

### FIELD VERIFY ALL CONDITIONS

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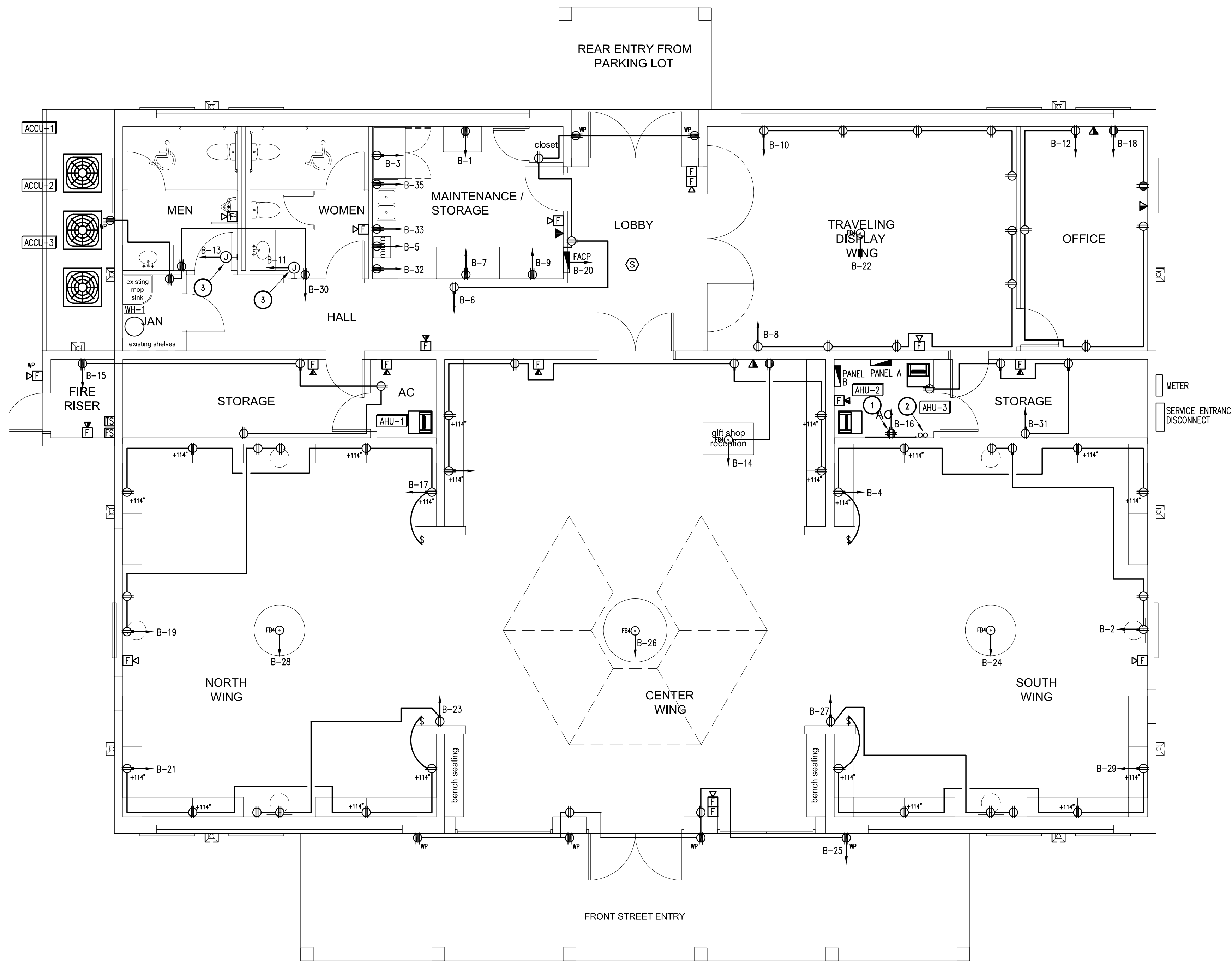
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### GENERAL NOTES:

- COORDINATE ROUGH-IN LOCATION OF ALL DEVICES WITH ARCHITECTURAL ELEVATIONS, DETAILS, AND PLANS.
- ALL DEVICES SHALL SHARE COMMON FACEPLATE WHERE APPLICABLE.
- COORDINATE RECEPTABLES HEIGHT WITH OWNER PRIOR TO ROUGH-IN.

### KEY NOTES:

- PROVIDE AND INSTALL 4' X 4' X 3/4" PLYWOOD BACKBOARD FOR MOUNTING OF COMMUNICATIONS EQUIPMENT. PROVIDE A FLOOR MOUNTED 3/4" X 4" GROUND BAR FOR TELEPHONE SERVICE. EXTEND #6 AWG FROM GROUND BAR TO MAIN GROUND BUS OF PANEL X.
- FURNISH AND INSTALL 2-4°C FOR ROUTING OF TELEPHONE/CABLE. REFER TO SITE PLAN SHEET E0 FOR CONTINUATION.
- FURNISH AND INSTALL J-BOX FOR CONNECTION OF HAND DRYER. COORDINATE COLOR AND EXACT LOCATION WITH ARCHITECTURAL DRAWINGS. ROUTE 2#10, #10G, 1/2".



**ELECTRICAL LIGHTING FLOOR PLAN**  
SCALE: 3/16" = 1'-0"

MECHANICAL EQUIPMENT CONNECTION SCHEDULE			
UNIT DESIGNATION	CIRCUIT DESIGNATION	LOCATION	NOTES
AHU-1	A-2.4	A/C CLOSET	1
AHU-2	A-6.8	A/C CLOSET	1
AHU-3	A-10,12	A/C CLOSET	1
ACCU-1	A-14,16	EXTERIOR	60/-/2 NEMA 3R DISCONNECT, 2#6, #10G, 3/4"
ACCU-2	A-18,20	EXTERIOR	60/-/2 NEMA 3R DISCONNECT, 2#6, #10G, 3/4"
ACCU-3	A-22,24	EXTERIOR	60/-/2 NEMA 3R DISCONNECT, 2#6, #10G, 3/4"
EF-1	A-3	RESTROOM	2
EF-2	A-3	RESTROOM	2
WH-1	A-26,28	JANITOR	30/-/2 DISCONNECT, 2#10, #10G, 1/2"

A. ALL DISCONNECTS AND COMBINATION STARTERS ARE NEMA 1 ENCLOSED, UNO.  
NOTES:  
1. FURNISH AND INSTALL DUCT SMOKE DETECTOR AT SUPPLY DUCT. FINISH AND INSTALL RELAY FOR SHUT DOWN CONTROL.  
2. EXHAUST FAN SHALL BE SWITCHED WITH LIGHTS.

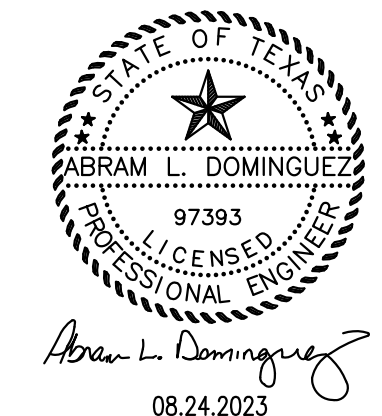
PANELBOARD A												
VOLTAGE: 120/240 VOLT 1 PHASE 3 WIRE					LOCATION: ROOM							
400A MAIN LUGS ONLY					MOUNTING: SURFACE							
BUSES: MAIN - 400A, 100% NEUTRAL; EQUIPMENT GROUND					Isc = 10,000 A RMS SYM AVAILABLE							
VAL	VAR	VAO	LOAD	BKR	CKT	PH	CKT	BKR	LOAD	VAL	VAR	VAO
900			LIGHTING	20/1	1	A	2	80/2	AHU-1			7392
569			138 LIGHTING/EF-1,2	20/1	3	B	4	-				7392
650			LIGHTING & LANTERN LIGHTING	20/1	5	A	6	80/2	AHU-2			7392
528			EXTERIOR LIGHTING	20/1	7	B	8	-				7392
1208			EXTERIOR LIGHTING	20/1	9	A	10	80/2	AHU-3			7392
			1200 SIGNAGE	20/1	11	B	12	-				7392
36			LANTERN LIGHTING	20/1	13	A	14	60/2	ACCU-1*			
			SPARE	20/1	15	B	16	-				
			SPARE	20/1	17	A	18	60/2	ACCU-2*			
			SPARE	20/1	19	B	20	-				
			SPARE	20/1	21	A	22	60/2	ACCU-3*			
			SPARE	20/1	23	B	24	-				
			SPARE	20/1	25	A	26	30/2	WH-1			2250
			SPARE	20/1	27	B	28	-				2250
			SPARE	20/1	29	A	30	20/1	SPACE			
			SPACE	20/1	31	B	32	20/1	SPACE			
			SPACE	20/1	33	A	34	20/1	SPACE			
			SPACE	20/1	35	B	36	20/1	SPACE			
			SPACE	20/1	37	A	38	20/1	SPACE			
1208			SPACE	20/1	39	B	40	100/2	PANEL B			8100 4000
			SPACE	20/1	41	A	42	-				6300 3860

PANELBOARD B												
VOLTAGE: 120/240 VOLT 1 PHASE 3 WIRE					LOCATION: ROOM							
100A MAIN LUGS ONLY					MOUNTING: SURFACE							
BUSES: MAIN - 100A, 100% NEUTRAL; EQUIPMENT GROUND, ISOLATED GROUND					Isc = 10,000 A RMS SYM AVAILABLE							
VAL	VAR	VAO	LOAD	BKR	CKT	PH	CKT	BKR	LOAD	VAL	VAR	VAO
			500 RECEPTACLES	20/1	1	A	2	20/1	RECEPTACLE			720
			500 RECEPTACLES	20/1	3	B	4	20/1	RECEPTACLE			720
			500 RECEPTACLES	20/1	5	A	6	20/1	RECEPTACLE			900
			500 RECEPTACLES	20/1	7	B	8	20/1	RECEPTACLE			900
			500 RECEPTACLES	20/1	9	A	10	20/1	RECEPTACLE			900
			1500 HAND DRYER	20/1	11	B	12	20/1	RECEPTACLE			720
			1500 HAND DRYER	20/1	13	A	14	20/1	COMPUTER			540
720			RECEPTACLES	20/1	15	B	16	20/1	COMPUTER			360
720			RECEPTACLES	20/1	17	A	18	20/1	COMPUTER			360
720			RECEPTACLES	20/1	19	B	20	20/1	FACE			500
720			RECEPTACLES	20/1	21	A	22	20/1	COMPUTER			360
540			RECEPTACLES	20/1	23	B	24	20/1	COMPUTER			360
1080			RECEPTACLES	20/1	25	A	26	20/1	COMPUTER			360
540			RECEPTACLES	20/1	27	B	28	20/1	COMPUTER			360
720			RECEPTACLES	20/1	29	A	30	20/1	RECEPTACLE			720
720			RECEPTACLES	20/1	31	B	32	20/1	RECEPTACLE			
			500 RECEPTACLES	20/1	33	A	34	20/1	SPACE			
			500 RECEPTACLES	20/1	35	B	36	20/1	SPACE			
			SPACE	20/1	37	A	38	20/1	SPACE			
			SPACE	20/1	39	B	40	20/1	SPACE			
			SPACE	20/1	41	A	42	20/1	SPACE			

JOB NO. 22081  
DATE 08/24/2023  
REVISIONS  
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# ELECTRICAL SYSTEM – SECTION 16000

THE ELECTRICAL WORK INCLUDES PROVIDING NEW MATERIALS, FIXTURES, DEVICES AND ACCESSORIES NECESSARY FOR A COMPLETE FUNCTIONING ELECTRICAL SYSTEM. THE WORK ALSO INCLUDES FINAL CONNECTIONS TO FOOD SERVICE EQUIPMENT ITEMS PROVIDED BY OTHERS. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES OR ORDINANCES AND SUBJECT TO INSPECTION.

THE INTENT OF THE DRAWINGS IS TO INDICATE THE GENERAL EXTENT OF WORK REQUIRED FOR THE PROJECT. THE DRAWINGS FOR ELECTRICAL WORK ARE DIAGRAMMATIC, SHOWING THE LOCATION, TYPE DEVICES AND EQUIPMENT REQUIRED. THE DRAWINGS SHALL NOT BE SCALED FOR EXACT MEASUREMENTS. PROVIDE ALL FIXTURES, LAMPS, DEVICES, ACCESSORIES, OFFSETS AND MATERIALS NECESSARY TO FACILITATE THE SYSTEM'S FUNCTIONING AS INDICATED BY THE DESIGN AND THE EQUIPMENT INDICATED.

COORDINATE WITH THE WORK OF OTHER SECTIONS. VERIFY EXISTING SITE CONDITIONS BEFORE BIDDING. MAKE ALL CONNECTIONS TO EQUIPMENT FURNISHED BY OTHERS. COMPLY WITH THE CONSTRAINTS OF THE EXISTING CONDITIONS OF THE PROJECT SITE. REFER TO KITCHEN EQUIPMENT DRAWINGS FOR ADDITIONAL INFORMATION REGARDING KITCHEN EQUIPMENT, CASEWORK, AND REQUIRED ELECTRICAL CONNECTIONS.

ALL WORK SHALL COMPLY WITH LOCAL LAWS GOVERNING ELECTRICAL INSTALLATIONS, AND THE MOST RECENT EDITION OF THE "NATIONAL ELECTRIC CODE". PROVIDE CODE REQUIRED CLEARANCES AROUND ALL ELECTRICAL EQUIPMENT. OBTAIN ALL PERMITS AND PAY ANY FEES RELATING TO ELECTRICAL WORK.

MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL CONFORM TO NEMA, NATIONAL ELECTRIC CODE (NEC), AND UNDERWRITERS LABORATORIES (U.L.) STANDARDS IN EVERY CASE WHERE SUCH STANDARDS HAVE BEEN ESTABLISHED.

VERIFY VOLTAGE DROPS AND A.I.C. RATINGS FOR ALL EQUIPMENT CONNECTED, AND VERIFY SIZE OF ELECTRICAL SYSTEM BREAKERS, CONDUITS, ETC.

TEMPORARY SERVICES: ARRANGE FOR SOURCES OF TEMPORARY CONSTRUCTION SERVICES. SUCH SERVICES SHALL BE NOMINALLY 120/208 VOLT, 3-PHASE, 4-WIRE FROM WHICH A COMPLETE SYSTEM OF TEMPORARY POWER AND LIGHTING SHALL BE PROVIDED FOR ALL CONSTRUCTION NEEDS.

DISCONNECT SWITCHES SHALL BE HEAVY-DUTY, QUICK-MAKE, QUICK-BREAK TYPE NEMA 1 ENCLOSURE (NEMA 3R FOR OUTDOOR). SWITCHES SHALL BE AS MANUFACTURED BY SQUARE "D", GENERAL ELECTRIC, OR CUTLER HAMMER PROVIDE ALL FUSES AS MANUFACTURED BY BUSSMANN, GOULD-SHAMMUT, OR LITTLE-FUSE. ALL CONDUCTOR TERMINALS TO BE U.L. FOR MINIMUM 75°C.

PANELBOARDS SHALL BE AS MANUFACTURED BY SQUARE "D", GENERAL ELECTRIC, OR CUTLER HAMMER; MEETING U.L. STANDARDS 30 AND 67, WITH U.L. LABEL. ALL CONDUCTOR TERMINALS TO BE U.L. FOR MINIMUM 75°C.

BREAKERS TO BE THERMAL MAGNETIC TYPE, BOLT-ON, QUICK-MAKE, QUICK-BREAK TYPE SINGLE UNIT CONSTRUCTION. TWO AND THREE POLE BREAKERS SHALL BE SINGLE UNIT COMMON TRIP TYPE. ALL BREAKERS CONNECTED TO LIGHTING BRANCH CIRCUITS SHALL BE APPROVED FOR THAT USE AND MARKED "SWD".

PANELBOARD CABINETS SHALL BE ONE PIECE CODE GAGE GALVANIZED STEEL WITH MOUNTING STUDS, WIRING CUTTERS OF AMPLE SIZE AND KNOCKOUTS FOR CONDUIT CONNECTIONS AS REQUIRED. BUS BARS SHALL BE 95% CONDUCTIVE COPPER. FRONTS SHALL BE ONE PIECE CODE GAGE STEEL WITH ADJUSTABLE FASTENERS. PROVIDE FLUSH MOUNT UNITS UNLESS OTHERWISE INDICATED. PROVIDE A PLASTIC COVERED TYPED SCHEDULE IDENTIFYING ALL BRANCH CIRCUITS INSIDE EACH CABINET.

GROUNDING SYSTEM: PERMANENTLY AND EFFECTIVELY GROUND ALL METALLIC CONDUITS, SUPPORTS, CABINETS, PANELBOARDS AND SYSTEM GROUNDING NEUTRAL. MAINTAIN CONTINUITY OF EQUIPMENT GROUND THROUGHOUT THE SYSTEM. GROUND CLAMPS SHALL BE APPROVED TYPE, SPECIFICALLY DESIGNED FOR GROUNDING. WHERE GROUNDING CONDUCTOR IS ENCLOSED IN CONDUIT, GROUND CLAMP SHALL BE OF A TYPE WHICH GROUNDS BOTH CONDUCTOR AND CONDUIT. ALL CIRCUITS IN FLEXIBLE CONDUIT OR PLASTIC CONDUIT SHALL INCLUDE A GROUND WIRE SIZED IN ACCORDANCE WITH "NEC" TABLE 250-95.

CONDUIT SHALL BE SIZED TO COMPLY WITH "NEC" FOR NUMBER AND SIZE OF CONDUCTORS INSTALLED, MINIMUM SIZE OF 1/2" ABOVE GRADE (UNLESS 3/4" IS REQUIRED BY LOCAL JURISDICTION). PROVIDE SCHEDULE 40 PVC PLASTIC OR RIGID STEEL CONDUIT BELOW GRADE, MINIMUM SIZE OF 3/4". PROVIDE ELECTRICAL METAL TUBING (EMT) MEETING FS #W-C563, OR FLEXIBLE CONDUIT (IN LENGTHS 6'-0" OR LESS) FOR INTERIOR LOCATIONS. EMT CONNECTORS AND COUPLINGS SHALL BE SET-SCREW TYPE. CLAMP CONDUIT TO BOXES WITH BUSHINGS INSIDE AND LOCKNUT OUTSIDE. TYPE AC & MC ARMORED CABLE IS ACCEPTABLE IN CONSTRUCTION TO BE SECURELY FASTENED TO STRUCTURE (UNLESS NOT ACCEPTABLE BY LOCAL JURISDICTION).

CONDUCTORS SHALL BE INSULATED SOFT ANNEALED 98% PURE COPPER WITH COLOR CODING, B & S GAGE, #10 AND SMALLER TO BE SOLID, #8 AND LARGER TO BE STRANDED, MINIMUM #12 UNLESS OTHERWISE INDICATED. ALUMINUM CONDUCTORS SHALL NOT BE ALLOWED. "THHN" MAY NOT BE USED UNDERGROUND, AT SERVICE ENTRANCE, OUTSIDE, OR IN WET LOCATIONS. ALL INSULATION TO BE RATED FOR 600 VOLT AND TYPES AS FOLLOWS:

#10 AND SMALLER: THW, THHN, OR THWN  
#8 AND LARGER: THW OR THHN  
SERVICE ENTRANCE: USE-RHW

WIRE THROUGH FLUORESCENT FIXTURES OR WITHIN 3" OF HEATING EQUIPMENT TO BE "THHN".

DEVICES SHALL BE MANUFACTURED BY LEVITON OR EQUAL. ALL DEVICES AND COVER PLATES SHALL BE WHITE COLOR. STANDARD DUPLEX RECEPTACLES SHALL BE GROUNDING TYPE, 20 AMP, NEMA 5-20R, BACK AND SIDE WIRED. OTHER DEVICES SHALL BE AS INDICATED ON THE DRAWINGS OR AS REQUIRED BY THE EQUIPMENT ITEM INTENDED TO BE SERVED. WHERE SWITCHES ARE GROUPED, PROVIDE GANG PLATES.

SPECIAL PLATES: PROVIDE STAINLESS STEEL PLATES AT ALL RECEPTACLES INSTALLED IN THE KITCHEN AND BACK LINE AREAS.

LAYOUT BRANCH CIRCUIT WIRING AND ARRANGEMENT OF HOME RUNS FOR MAXIMUM ECONOMY AND EFFICIENCY. INCREASE WIRE SIZE IF VOLTAGE DROP EXCEEDS 3 FEET.

## A ELECTRICAL SPECIFICATIONS

SCALE: N.T.S.

FEEDER / BRANCH CIRCUIT SCHEDULE					
MARK	RACEWAY	PHASE CONDUCTORS	NEUTRAL CONDUCTORS	GROUND CONDUCTORS	REMARKS
1000	2"	2#3/0	1#3/0	1#6	----
1001	2"	2#3/0	1#3/0	1#6	----
1002	2"	2#3/0	1#3/0	1#6	----

## ELECTRICAL LEGEND

ALL SYMBOLS SHOWN MAY NOT APPEAR IN ALL DRAWINGS. SYMBOLS ARE SHOWN SCHEMATIC AND MAY NOT BE TO SCALE.

SYMBOL	DESCRIPTION	MNTG. HT. UNO (SEE NOTE 1)	SYMBOL	DESCRIPTION	MNTG. HT. UNO (SEE NOTE 1)	
[Symbol]	2'x4" LED LIGHT FIXTURE	SEE FIX. SCH.	[Symbol]	FIRE ALARM SPRINKLER FLOW SWITCH	-	
[Symbol]	2'x4" LED LIGHT FIXTURE ON EMERGENCY CIRCUIT	SEE FIX. SCH.	[Symbol]	FIRE ALARM SPRINKLER TAMPER SWITCH	-	
[Symbol]	2'x2" LED LIGHT FIXTURE	SEE FIX. SCH.	[Symbol]	FIRE ALARM SPRINKLER PRESSURE SWITCH	-	
[Symbol]	2'x2" LED LIGHT FIXTURE ON EMERGENCY CIRCUIT	SEE FIX. SCH.	[Symbol]	FIRE ALARM SMOKE DETECTOR CEILING OR WALL MOUNTED	80" AFF	
[Symbol]	LED STRIP LIGHT	SEE FIX. SCH.	[Symbol]	HEAT DETECTOR CEILING OR WALL MOUNTED	-	
[Symbol]	1'x4" LED LIGHT FIXTURE	SEE FIX. SCH.	[Symbol]	DUCT SMOKE DETECTOR	-	
[Symbol]	TRACK LIGHT	SEE FIX. SCH.	[Symbol]	SMOKE DOOR HOLDER	-	
[Symbol]	LED FIXTURE CLG. OR WALL MTD.	SEE FIX. SCH.	[Symbol]	FIRE ALARM CONTROL PANEL	-	
[Symbol]	LED FIXTURE ON EMERGENCY CCT. CLG. OR WALL MTD.	SEE FIX. SCH.	[Symbol]	FIRE ALARM ANNUNCIATOR PANEL	-	
[Symbol]	EXIT LIGHT, CEILING OR WALL MOUNTED - SHADING INDICATING SINGLE OR DOUBLE FACE, DIRECTIONAL ARROWS AS INDICATED	9" BFC	[Symbol]	P.A. SPEAKER, CEILING OR WALL MOUNTED	9" BFC	
[Symbol]	WALL SWITCH SPST, 20A/120/277V	48" AFF	[Symbol]	MICROPHONE OUTLET	-	
[Symbol]	DOUBLE POLE TOGGLE SWITCH, 20A/120/277V	48" AFF	[Symbol]	DISCONNECT SWITCH - 30/-/3 INDICATES 30A, 3-POLE, NONFUSED; 30/30/3 INDICATES 30A, 3-POLE, 30A FUSE	AS REQD.	
[Symbol]	3-WAY WALL SWITCH, 20A/120/277V	48" AFF	[Symbol]	CIRCUIT BREAKER DISCONNECT SWITCH - THERMAL MAGNETIC CB IN NEMA 1 ENCL; AMPS/POLES AS INDICATED	AS REQD.	
[Symbol]	4-WAY WALL SWITCH, 20A/120/277V	48" AFF	[Symbol]	DISCONNECT SWITCH - 30/30/3 INDICATES 30A, 3-POLE, 30A FUSE	AS REQD.	
[Symbol]	WALL DIMMER SWITCH	48" AFF	[Symbol]	MOTOR STARTER FVNR UNO; NUMBER INDICATES NEMA SIZE	AS REQD.	
[Symbol]	KEY OPERATED WALL SWITCH	48" AFF	[Symbol]	COMBINATION MOTOR CONTROLLER/DISCONNECT SWITCH	AS REQD.	
[Symbol]	WALL SWITCH WITH PILOT LIGHT	48" AFF	[Symbol]	MOTOR	-	
[Symbol]	SINGLE RECEPTACLE - 20A/125V/2P/3W/G NEMA 5-20R	15" AFF	[Symbol]	PANELBOARD	-	
[Symbol]	DUPLEX RECEPTACLE - 20A/125V/2P/3W/G NEMA 5-20R	15" AFF	[Symbol]	CIRCUIT HOME RUN TO PANELBOARD (2 #12, 1 #12G, 1/2" C, 20A/1P CB UNO)	-	
[Symbol]	DUPLEX RCPT. SPLIT-WIRED - 20A/125V/2P/3W/G NEMA 5-20R	15" AFF	[Symbol]	THREE SINGLE POLE DEVICE CIRCUIT NUMBERS	-	
[Symbol]	DUPLEX RCPT. GFI - 20A/125V/2P/3W/G NEMA 5-20R	15" AFF	[Symbol]	MULTI-POLE DEVICE CIRCUIT NUMBERS	-	
[Symbol]	QUADRAPLEX RECEPTACLE (TWO DUPLEX RCPTS. UNDER ONE COVERPLATE)	15" AFF	[Symbol]	MOTION DETECTOR, CEILING OR WALL MOUNTED	-	
[Symbol]	ISOLATED GROUND DUPLEX RECEPTACLE - 20A/125V NEMA 5-20R	15" AFF	[Symbol]	DOOR HOLDER - REFER TO ARCHITECTURAL DOOR SCHEDULE FOR DOOR ROUGH-IN REQUIREMENTS.	-	
[Symbol]	DUPLEX RECEPTACLE ON EMERGENCY CIRCUIT	15" AFF	[Symbol]	CHIME/STROBE	80" AFF	
[Symbol]	FLOOR MOUNTED DUPLEX RECEPTACLE - FLUSH MOUNTED UNO	-	[Symbol]	BELL/BUZZ	48" AFF	
[Symbol]	SPECIAL PURPOSE RECEPTACLE (NEMA NO. AS INDICATED)	15" AFF	[Symbol]	GLASS BREAK MOTION SENSOR	-	
[Symbol]	JUNCTION BOX - SIZE & MOUNTING AS REQUIRED	AS REQD.	[Symbol]	DOOR CONTACTS	-	
[Symbol]	MULTIOUTLET ASSEMBLY - LENGTH AND OUTLET SPACING AS INDICATED	AS NOTED	[Symbol]	KEYPAD	48" AFF	
[Symbol]	TELEPHONE/DATA OUTLET, WALL MOUNTED - STUB 1" C. ABOVE CEILING FROM OUTLET BOX	15" AFF	[Symbol]	CAMERA	-	
[Symbol]	FLOOR MOUNTED DATA/TELEPHONE OUTLET - FLUSH MOUNTED UNO	-	[Symbol]	CARD READER - REFER TO DISCRPTION IN DOOR HARDWARE SPECIFICATION SECTION.	48" AFF	
[Symbol]	TELEVISION OUTLET, CLG. OR WALL MOUNTED - STUB 3/4" C. ABOVE CEILING FROM OUTLET BOX	15" AFF	ELECTRICAL ABBREVIATIONS			
[Symbol]	PUSHBUTTON	48" AFF	ABS	ABOVE BACK SPLASH	NL	NIGHT LIGHT
[Symbol]	CLOCK HANGER OUTLET 15A/125V/2P/3W/G RECEPTACLE	96" AFF	AFF	ABOVE FINISHED FLOOR	NO (N.O.)	NORMALLY OPEN
[Symbol]	WIRELESS ACCESS PIONT	-	BFC	BELOW FINISHED CEILING	RCPT(S)	RECEPTACLE(S)
[Symbol]	FIRE ALARM PULL STATION	48" AFF	C	CONDUIT	PNL	PANEL
[Symbol]	FIRE ALARM AUDIBLE/VISUAL SIGNAL	80" AFF	CB	CIRCUIT BREAKER	SO (S.O.)	SPACE ONLY
[Symbol]	FIRE ALARM AUDIBLE SIGNAL	80" AFF	EC	EMPTY CONDUIT	SP	SPARE
[Symbol]	FIRE ALARM VISUAL SIGNAL	80" AFF	EX	EXISTING	ST (S.T.)	SHUNT TRIP
[Symbol]	SPEAKER VOICE EVAC SYSTEM	80" AFF	F	FUSE	SW	SWITCH
[Symbol]	FIRE ALARM AUDIBLE/VISUAL SIGNAL-LOW FREQUENCY	80" AFF	G	GROUND (EQUIPMENT)	UF	UNDERFLOOR
[Symbol]	FIRE ALARM AUDIBLE SIGNAL-LOW FREQUENCY	80" AFF	GFI	GROUND FAULT INTERRUPTER	UG	UNDERGROUND
[Symbol]	VOICE EVAC SYSTEM	-	IC	INTERRUPTING CAPACITY	UNO(U.N.O.)	UNLESS NOTED OTHERWISE
			IG	ISOLATED GROUND	WG	WIRE GUARD
			MTD	MOUNT OR MOUNTED	WP	WEATHERPROOF
			NC (N.C.)	NORMALLY CLOSED	XFMR	TRANSFORMER
			NF	NONFUSED	NIC	NOT IN CONTRACT
			NIC	NOT IN CONTRACT		

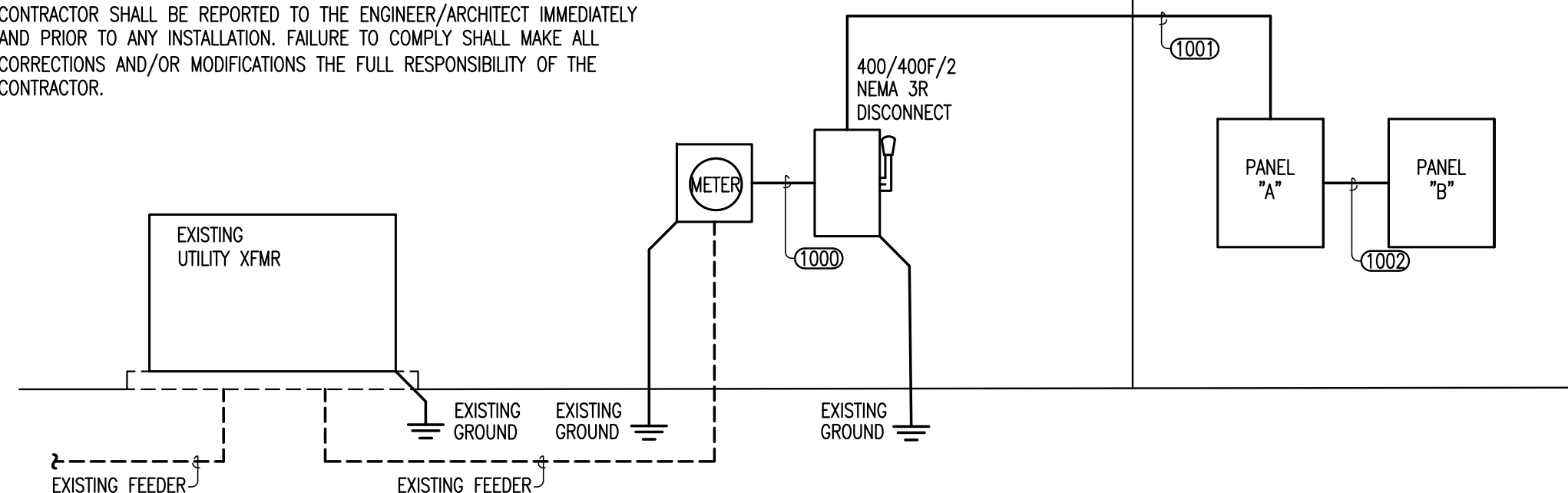
NOTES:  
1. 48" AFF INDICATES TO TOP OF DEVICE;  
15" AFF INDICATES TO BOTTOM OF DEVICE;  
ALL OTHER MOUNTING HEIGHTS REFER TO CENTERLINE OF DEVICE.

## B ELECTRICAL LEGEND

SCALE: N.T.S.

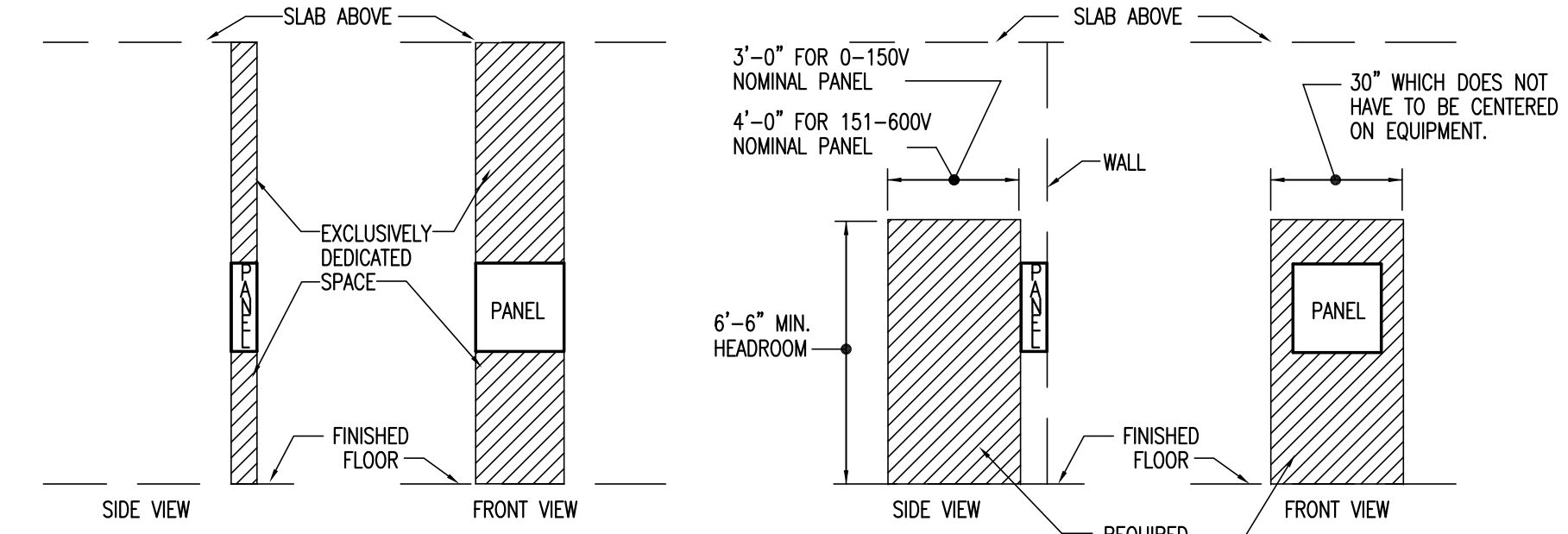
### GENERAL NOTES:

A. ELECTRICAL CONTRACTOR SHALL VERIFY POINT OF CONNECTION TO UTILITIES PRIOR TO BID TO AVOID CONFLICT. ANY DISCREPANCIES FOUND BY THE CONTRACTOR SHALL BE REPORTED TO THE ENGINEER/ARCHITECT IMMEDIATELY AND PRIOR TO ANY INSTALLATION. FAILURE TO COMPLY SHALL MAKE ALL CORRECTIONS AND/OR MODIFICATIONS THE FULL RESPONSIBILITY OF THE CONTRACTOR.



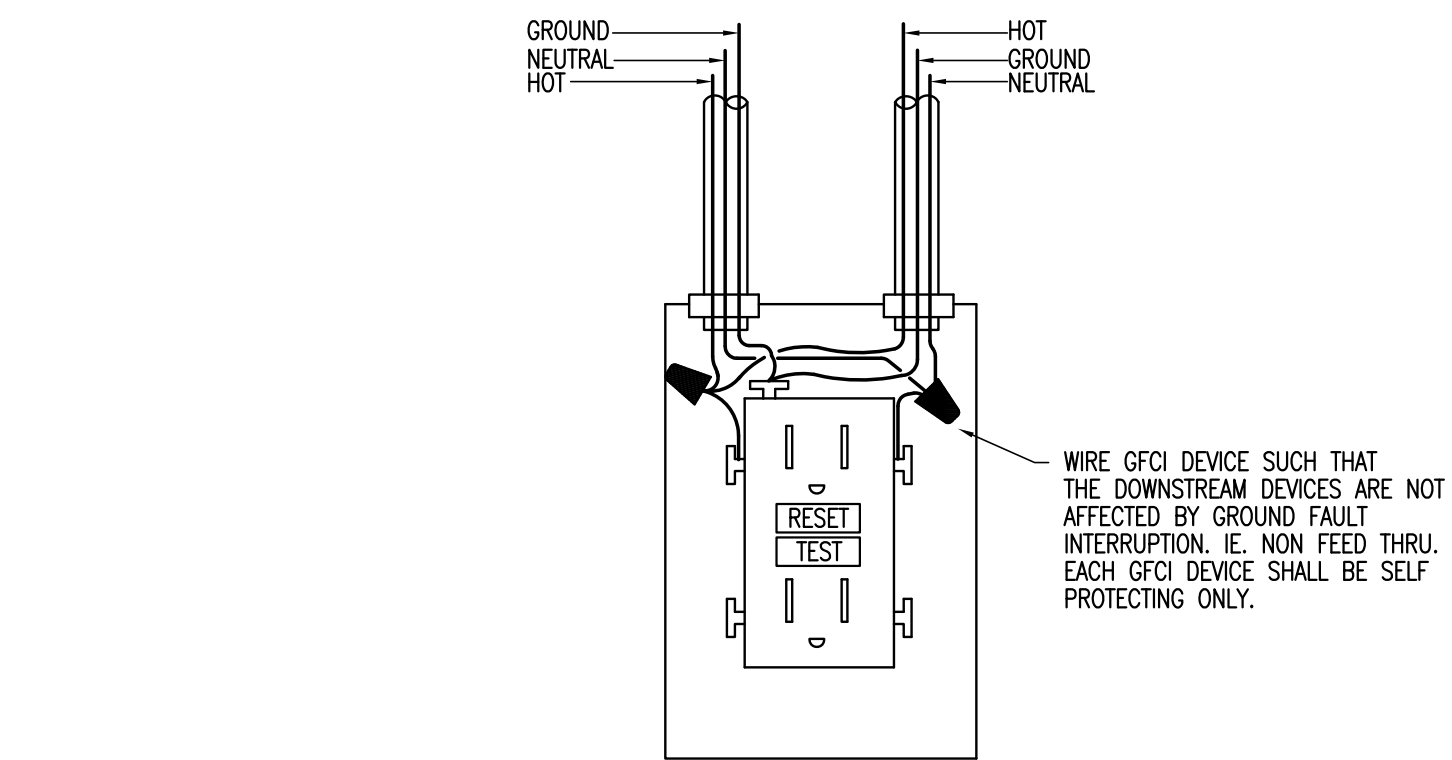
## C ELECTRICAL RISER DIAGRAM

SCALE: N.T.S.



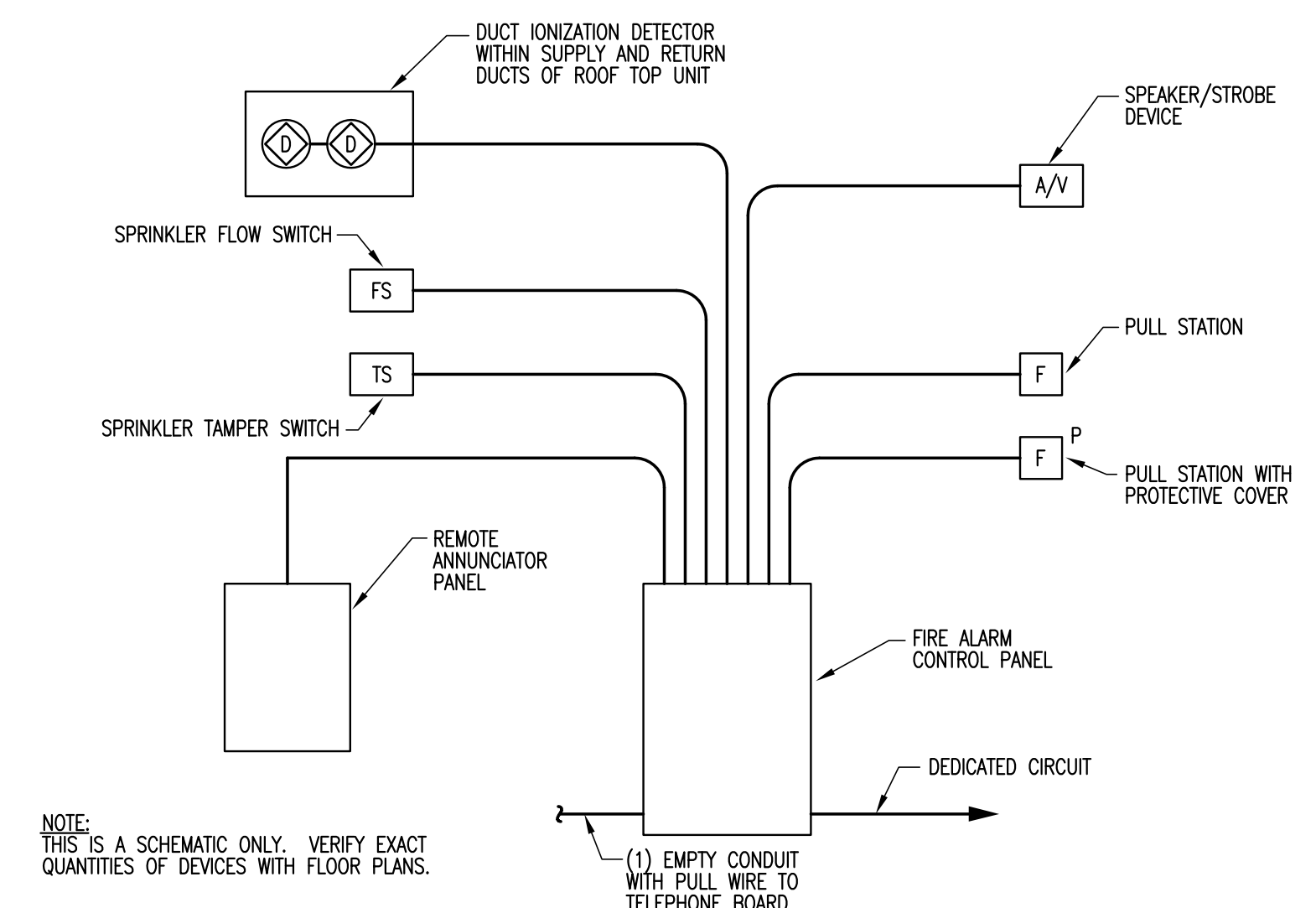
## D TYPICAL PANELBOARD REQUIRED CLEARANCE

SCALE: N.T.S.



## E GFCI RECEPTACLE - WIRING DIAGRAM

SCALE: N.T.S.



## F FIRE ALARM RISER DIAGRAM

SCALE: N.T.S.

JOB NO. 20081  
DATE 08/24/2023  
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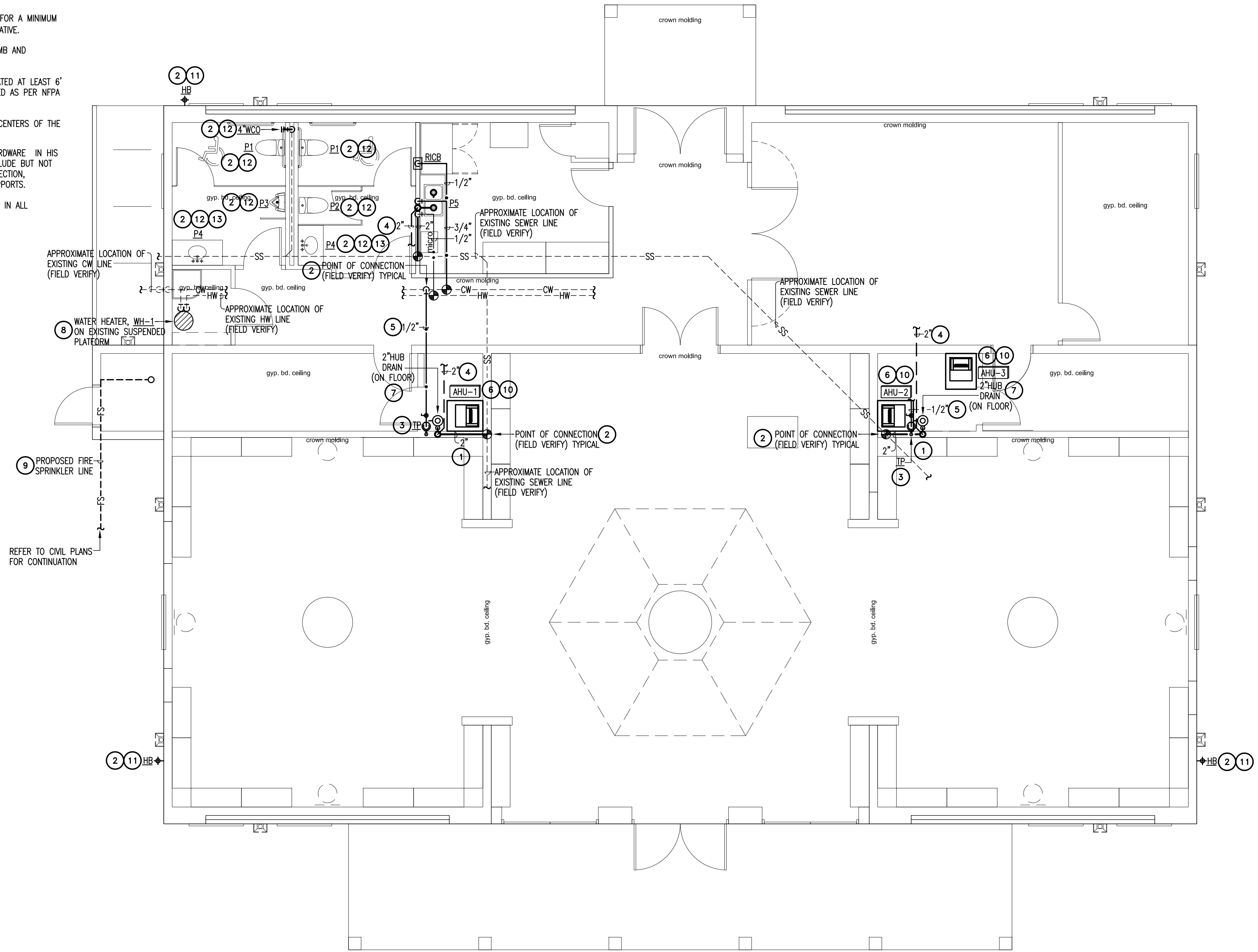
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STATE OF TEXAS  
ABRAM L. DOMINGUEZ  
97393  
LICENSED PROFESSIONAL ENGINEER  
Abram L. Dominguez  
08.24.2023

SHEET  
**E3**

**FIRE PROTECTION NOTES:**

- CONTRACTOR SHALL INSTALL AN AUTOMATIC SPRINKLER SYSTEM FOR THE BUILDING IN ACCORDANCE WITH NFPA 13, "INSTALLATION OF SPRINKLER SYSTEM" AS DESIGNED BY A LICENSED FIRE PROTECTION SPECIALIST, AND AS APPROVED BY THE CITY AND FIRE MARSHALL HAVING JURISDICTION OVER THE PROJECT.
- CONTRACTOR SHALL SUBMIT FOR ENGINEER'S REVIEW AND APPROVAL (BEFORE COMMENCEMENT OF WORK) A PROPOSED FIRE PROTECTION SPRINKLER SYSTEM PREPARED BY A LICENSED AND REGISTERED FIRE SPRINKLER SYSTEM PROFESSIONAL.
- 3" AND LARGER PIPING SHALL BE BLACK CARBON STEEL SCH-40 ASTM A53 WITH CUT GROOVED FITTINGS. 2 1/2" AND SMALLER PIPING SHALL BE BLACK CARBON STEEL SCH-40 ASTM A53 WITH THREADED CLASS 125 FITTINGS.
- ALL PIPE HANGER MATERIAL TO BE BLACK IRON.
- NEW PIPING TO BE HYDROSTATIC ALLY TESTED AT 210 PSI FOR A MINIMUM 2 HOURS, TEST TO BE WITNESSED BY OWNER'S REPRESENTATIVE.
- CONTRACTOR SHALL INSTALL FIRE PROTECTION SYSTEM PLUMB AND STRAIGHT WITH BUILDING VERTICAL AND HORIZONTAL.
- ALL VALVES SUCH AS INSPECTOR TEST VALVES TO BE LOCATED AT LEAST 6' FROM FLOOR. INSPECTOR TEST VALVES SHALL BE INSTALLED AS PER NFPA 13 REQUIREMENTS.
- CONTRACTOR SHALL PLACE THE SPRINKLER HEADS IN THE CENTERS OF THE CEILING TILES, AND SHALL ALIGN SPRINKLER HEADS.
- FIRE SPRINKLER CONTRACTOR SHALL ACCOUNT FOR ALL HARDWARE IN HIS BID REQUIRED FOR A COMPLETE OPERABLE SYSTEM TO INCLUDE BUT NOT LIMITED TO BACKFLOW PREVENTER, FIRE DEPARTMENT CONNECTION, DISTRIBUTION PIPING, SPRINKLER HEADS, FITTINGS, AND SUPPORTS.
- CONTRACTOR SHALL PROVIDE CONCEALED SPRINKLER HEADS IN ALL FINISHED SPACES TO BE MOUNTED FLUSH WITH CEILING.



**GENERAL NOTES: ( )**

- INFORMATION ON THIS PLAN HAS BEEN OBTAINED FROM EXISTING DRAWINGS AND SITE SURVEY. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING WORK. ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS AND CONSTRUCTION DOCUMENTS SHALL BE REPORTED TO THE ENGINEER.
- PLUMBING CONTRACTOR SHALL ADHERE TO ALL CITY CODES, STATE CODES AND LOCAL CODES THAT HAVE AUTHORITY OVER THIS PROJECT.
- PLUMBING CONTRACTOR SHALL TERMINATE ALL WATER ROUGH-IN WITH SHUT-OFF VALVES BEFORE CONNECTING TO EQUIPMENT AND RELATED FIXTURES.
- PLUMBING CONTRACTOR TO COORDINATE WITH MECHANICAL CONTRACTOR FOR ANY INSTALLATION OF PIPING AND DUCTWORK PRIOR TO BEGINNING OF CONSTRUCTION.
- INSULATE "P" TRAPS AND SUPPLIES AT HANDICAP LAVATORIES WITH INSULATION KIT.
- PROVIDE VACUUM BREAKER TO ALL FIXTURES WITH HOSE CONNECTION AND APPLIANCES WITH DIRECT CONNECTIONS TO DOMESTIC WATER.
- REFER TO ARCHITECTS DRAWINGS FOR MOUNTING HEIGHTS OF ALL PLUMBING FIXTURES.
- PROVIDE CEILING ACCESS PANEL FOR WATER ISOLATION VALVES, IN OTHERWISE INACCESSIBLE AREAS. PROVIDE LOCKABLE HINGED ACCESS PANELS IN PUBLIC AREAS. PAINT PANELS TO MATCH SURROUNDING SURFACE.
- SAW CUT EXISTING SLAB AS REQUIRED TO ACCOMMODATE NEW PLUMBING FIXTURE ROUGH-IN.
- ALL VENTS THROUGH ROOF SHALL BE FLASHED A MINIMUM OF 12" ABOVE ROOF. ALL VENTS SHALL BE MINIMUM OF 10' AWAY FROM ANY OUTSIDE AIR INTAKE.

**KEY NOTES: O**

- CORE DRILL AND/OR SAW-CUT FINISH FLOOR AND WALLS AS REQUIRED TO PROVIDE NEW ROUGH-IN FOR PLUMBING FIXTURES. PATCH AND REPAIR AS PER ARCHITECTURAL REQUIREMENTS AND SPECIFICATIONS.
- PLUMBING CONTRACTOR SHALL VERIFY POINT OF CONNECTION TO BUILDING UTILITIES PRIOR TO BID TO AVOID CONFLICT. ANY DISCREPANCIES FOUND BY THE PLUMBING CONTRACTOR SHALL BE REPORTED TO THE ENGINEER/ARCHITECT IMMEDIATELY AND PRIOR TO ANY INSTALLATION. FAILURE TO COMPLY SHALL MAKE ALL CORRECTIONS AND/OR MODIFICATIONS THE FULL RESPONSIBILITY OF THE CONTRACTOR.
- TRAP PRIMER WITH 1/2" LINE LOCATED ABOVE CEILING. REFER TO DETAIL.
- PROVIDE AND CONNECT 2" VENT SERVICE TO EXISTING VENT SYSTEM. FIELD VERIFY EXACT POINT OF CONNECTION.
- PROVIDE AND CONNECT WATER SERVICE TO EXISTING WATER DISTRIBUTION SYSTEM. FIELD VERIFY EXACT POINT OF CONNECTION.
- COPPER CONDENSATE DRAIN LINE IN ATTIC SPACE, INSULATE C.D. LINE AND PROVIDE PIPE SUPPORTS MAXIMUM 5'-0" O.C. SPACING. ROUTE AND CONNECT TO NEAREST HUB DRAIN.
- COORDINATE HUB DRAIN LOCATION AND REQUIREMENTS WITH MECHANICAL CONTRACTOR FOR FINAL EQUIPMENT LOCATIONS PRIOR TO COMMENCEMENT OF WORK TO AVOID CONFLICT.
- RECONNECT NEW WATER HEATER TO EXISTING WATER SERVICE. ROUTE WATER HEATER'S PRESSURE RELIEF AND DRAIN PAN LINES TO MOP SINK. REFER TO DETAIL.
- PROPOSED FIRE SPRINKLER SUPPLY LINE, FIRE DEPARTMENT CONNECTION AND PIPE SHALL BE SIZED BY A LICENSED FIRE SPRINKLER DESIGNER. DESIGNER SHALL COORDINATE WITH ALL OTHER TRADES FOR WATER SUPPLY LINE REQUIREMENTS AND FIRE DEPARTMENT CONNECTION TO MEET CITY INSTALLATION REQUIREMENTS.
- ROUTE INSULATED CONDENSATE DRAIN LINE TO NEAREST HUB DRAIN.
- RECONNECT NEW PLUMBING FIXTURE TO EXISTING WATER SERVICE.
- RECONNECT NEW PLUMBING FIXTURE TO EXISTING SEWER/VENT/WATER SERVICE SERVING THE AREA.
- FIXTURE SHALL BE PROVIDED WITH THERMOSTATIC MIXING VALVE LOCATED UNDER PLUMBING FIXTURE EQUAL TO A LEONARD MODEL 170 WITH COLD WATER BY-PASS AND MOUNTING BRACKET. REFER TO DETAIL.

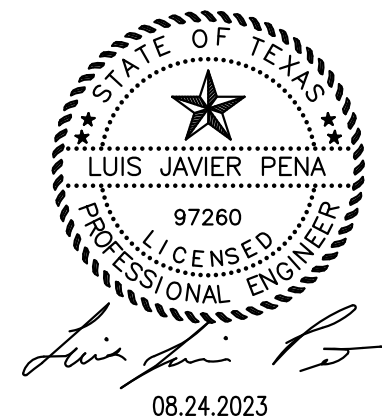
PLUMBING CONTRACTOR SHALL COORDINATE DOMESTIC WATER AND SANITARY SEWER LINE DIRECTION OF FLOW, SIZE, INVERT, AND POINT OF CONNECTION WITH EXISTING CONDITIONS PRIOR TO INSTALLATION OF ROUGH-IN TO AVOID CONFLICT. ANY DISCREPANCIES FOUND BY THE PLUMBING CONTRACTOR SHALL BE REPORTED TO THE ENGINEER/ARCHITECT IMMEDIATELY AND PRIOR TO ANY INSTALLATION. FAILURE TO COMPLY SHALL MAKE ALL CORRECTIONS AND/OR MODIFICATIONS THE FULL RESPONSIBILITY OF THE CONTRACTOR.

JOB NO.	22084
DATE	08/24/2023
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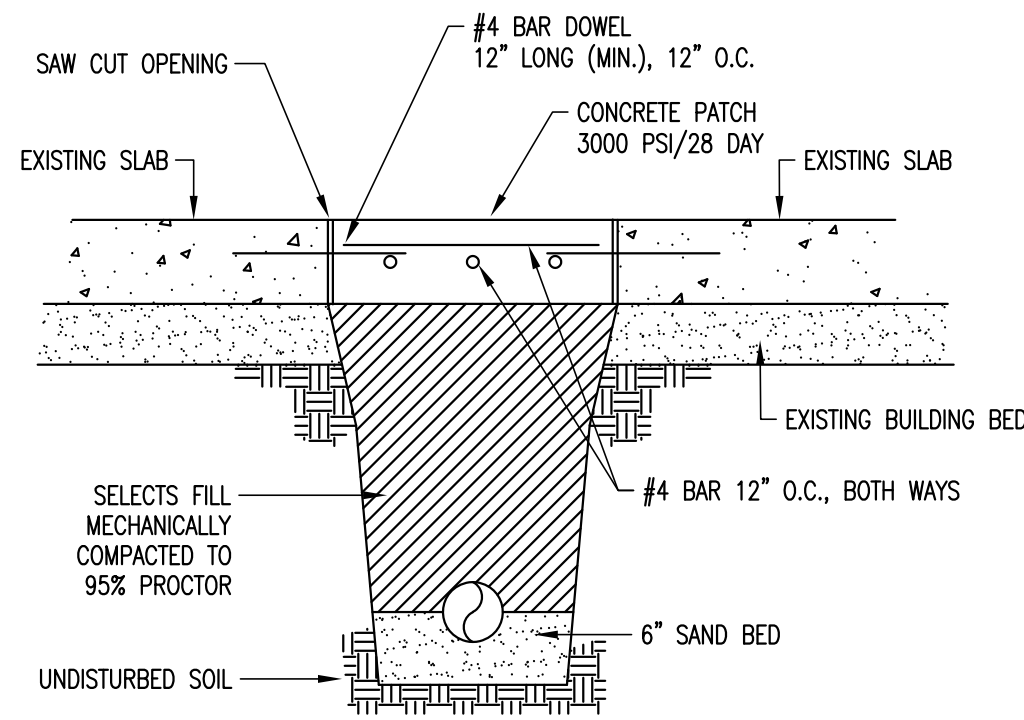
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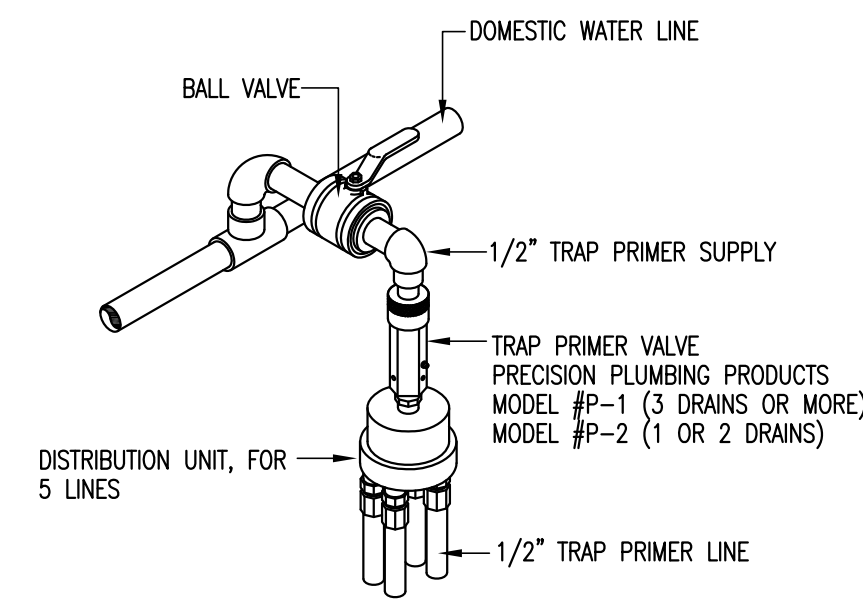
**PLUMBING FLOOR PLAN**  
 SCALE: 3/16" = 1'-0"



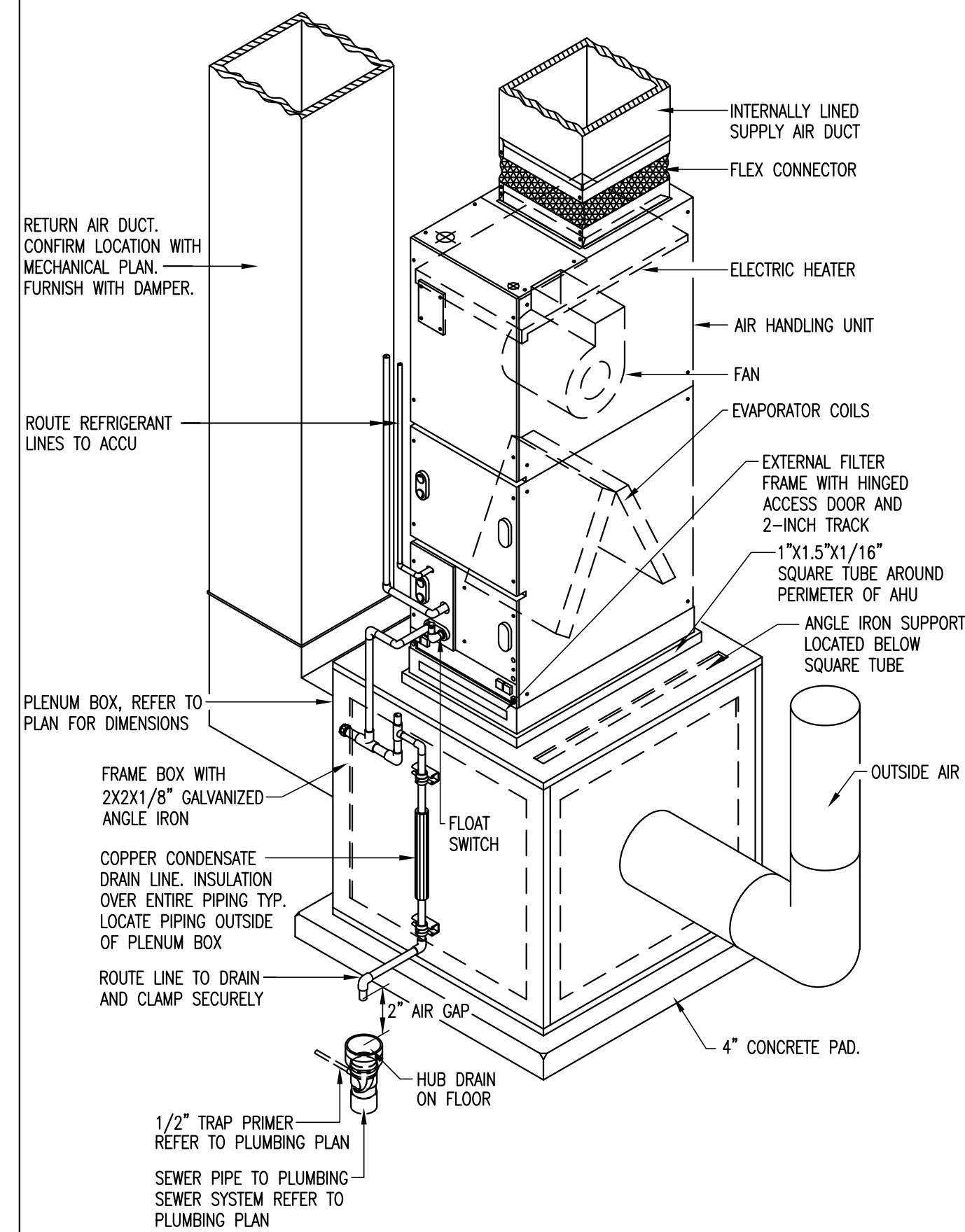




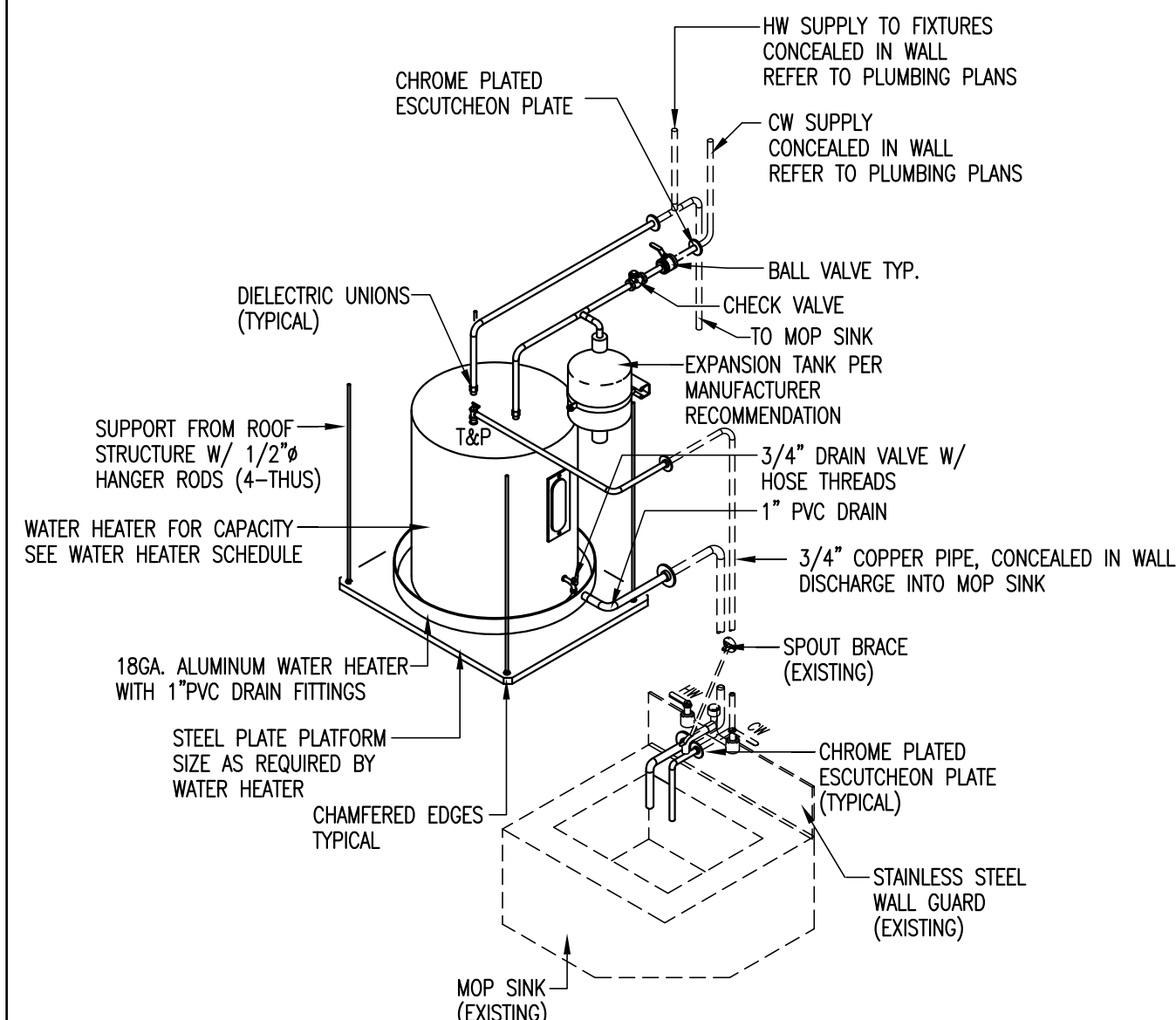
**A** SAW CUT DETAIL  
SCALE: N.T.S.



**B** TRAP SEAL PRIMER DETAIL  
SCALE: N.T.S.



**C** AIR HANDLING UNIT DETAIL  
SCALE: N.T.S. TYPICAL AHU



**D** WATER HEATER MOUNTED ABOVE MOPSINK DETAIL  
SCALE: N.T.S.

**PLUMBING FIXTURE SCHEDULE**

MARK	FIXTURE TYPE	CONNECTION SIZE				DESCRIPTION
		SEWER	VENT	CW	HW	
P1	WATER CLOSET	4"	2"	3/4"	-	VITREOUS CHINA, ELONGATED RIM, FLOOR MOUNTED CLOSE COUPLED, TWO PIECE WATER CLOSET. ZURN PRESSURE ASSIST MODEL "Z5560". 16-3/4" RIM HEIGHT, 1.6 GPF, 12" ROUGH-IN, SIPHON JET BOWL, PRESSURE ASSIST TANK, POLISHED CHROME LEFT HAND TRIP LEVER, WITH BENEKE MODEL "533" OPEN FRONT SEAT LESS COVER.
P2	WATER CLOSET	4"	2"	3/4"	-	VITREOUS CHINA, ELONGATED RIM, FLOOR MOUNTED CLOSE COUPLED, TWO PIECE WATER CLOSET. ZURN "ECOVANTAGE" PRESSURE ASSIST MODEL "Z5570". 14-3/4" RIM HEIGHT, 1.6 GPF, 12" ROUGH-IN, SIPHON JET BOWL, PRESSURE ASSIST TANK, POLISHED CHROME LEFT HAND TRIP LEVER, WITH BENEKE MODEL "533" OPEN FRONT SEAT LESS COVER.
P3	URINAL	2"	2"	3/4"	-	VITREOUS CHINA, WALL HUNG, SIPHON JET ACTION WITH 3/4" TOP SPUD AND WALL HANGERS. MINIMUM 14" RIM TO WALL DISTANCE. EQUAL TO ZURN MODEL "Z5730" WITH SLOAN ROYAL "186-1" FLUSH VALVE AND APPROVED CARRIER SYSTEM.
P4	LAVATORY COUNTERTOP (HANDICAP)	2"	2"	1/2"	1/2"	VITREOUS CHINA, SELF RIMMING, OVAL (20"x17") LAVATORY WITH FAUCET HOLES ON 4" CENTERS EQUAL TO ZURN MODEL "Z5114". COMPLETE WITH LAVATORY FAUCET MOEN MODEL "8413F15". CHROME FINISH, SINGLE LEVER HANDLE, 1.5 GPM FLOW, ADA APPROVED AND PROTECTIVE COVER ON P-TRAP.
P5	STAINLESS STEEL COUNTERTOP SINK (HANDICAP)	2"	2"	1/2"	1/2"	DOUBLE COMPARTMENT STAINLESS STEEL SINK EQUAL TO ELKAY MODEL "LRAD-3321-60-3". SELF RIMMING, 32"x21"x6", 3 HOLES ON 4" CENTERS, 18 GAUGE, UNDERCOATED. COMPLETE WITH MOEN MODEL "8289" SWING GOOSENECK SPOUT, CHROMED METAL WRIST BLADE HANDLES, DECK MOUNT FAUCET AND "LK-35" STRAINER WITH BASKET.
WH-1	WATER HEATER	-	-	3/4"	3/4"	15 GALLON WATER HEATER SHALL BE EQUAL TO A BRAFORD WHITE MODEL "LE115U5". IT SHALL BE 240V/1Ø 4.5KW WITH A RECOVERY OF 31 GALLONS PER HOUR @ 60°F RISE. PROVIDE AND INSTALL EXPANSION TANK AS PER MANUFACTURER RECOMMENDATIONS.
RICB	REFRIGERATOR ICE CONNECTION BOX	-	-	1/2"	-	GUY GRAY MODEL "BIM-875" ICE CONNECTION BOX.
WCO	WALL CLEANOUT	4"	-	-	-	ZURN MODEL "Z1441" WALL CLEANOUT WITH DURA-COATED CAST IRON BODY, GAS AND WATERTIGHT ABS TAPERED THREADED PLUG, AND ROUND SMOOTH STAINLESS STEEL ACCESS COVER WITH SECURING SCREW.
HB	HOSE BIBB	-	-	3/4"	-	BACKFLOW PROTECTED WALL FAUCET EQUAL TO A WOODFORD MODEL "26-P" WITH POLISHED CHROME FINISH, 3/4" INLET, AND LOOSE TEE KEY.

**PLUMBING SYSTEM - SECTION 15400**

PIPING SYSTEMS-GENERAL: ALL PIPING SHALL BE RUN PARALLEL TO BUILDING LINES AND SUPPORTED AND ANCHORED AS REQUIRED TO FACILITATE EXPANSION AND CONTRACTION. ALL PIPING SHALL BE CONCEALED EXCEPT IN UNFINISHED SPACES. INSTALL AS REQUIRED TO MEET ALL CONSTRUCTION CONDITIONS, AND TO ALLOW FOR INSTALLATION OF OTHER WORK SUCH AS DUCTS AND ELECTRICAL CONDUIT. PROVIDE AN ISOLATING DIELECTRIC UNION AT ALL CONNECTIONS BETWEEN FERROUS PIPING AND NONFERROUS PIPING. ALL HANGERS SHALL BE COMPATIBLE WITH PIPING MATERIAL TO PREVENT CORROSION.

PROVIDE ALL FITTINGS, ACCESSORIES, OFFSETS, AND MATERIALS NECESSARY TO FACILITATE THE PLUMBING SYSTEM'S FUNCTIONING AS INDICATED BY THE DESIGN AND THE EQUIPMENT INDICATED.

SEWER, GREASE AND WASTE PIPING: PROVIDE ALL DRAINS AND SEWERS WITHIN THE SPACE WITH CONNECTION TO THE EXISTING DRAINAGE SYSTEMS ON-SITE. SANITARY DRAINAGE PIPING SHALL BE PVC TYPE DWV, PLASTIC PIPE AND FITTINGS WITH SOLVENT CEMENT JOINTS. ALL DRAINAGE PIPING SHALL BE UNIFORMLY PITCHED, 1/8" PER FOOT UNLESS OTHERWISE REQUIRED BY EXISTING CONDITIONS, OR INDICATED ON THE DRAWINGS. NO PVC DWV PIPING ALLOWED WITHIN CEILING VOIDS USED FOR NON-DUCTED RETURN AIR PLENUM. PVC DWV PIPING LOCATED IN RETURN AIR PLENUMS SHALL BE PROVIDED WITH FIRE-WRAP INSULATION.

VENTS: PROVIDE A COMPLETE SYSTEM OF PVC TYPE DWV, PLASTIC PIPE AND FITTINGS WITH SOLVENT CEMENTED JOINTS. THE VENT SYSTEM SHALL BE CARRIED THROUGH THE ROOF WITH APPROPRIATE FLASHING. PVC DWV PIPING LOCATED IN RETURN AIR PLENUMS SHALL BE PROVIDED WITH FIRE-WRAP INSULATION.

WATER DISTRIBUTION PIPING: LAYOUT WATER PIPING SO THAT THE ENTIRE SYSTEM CAN BE DRAINED. HOT AND COLD WATER PIPING SHALL BE 1/2" MINIMUM TYPE L COPPER TUBING WITH WROUGHT COPPER FITTINGS AND SWEAT CONNECTIONS. PROVIDE MINIMUM 16" HIGH FULL AIR CHAMBER AT EACH FIXTURE STOP. INSTALL CHROME PLATED BRASS ESCUTCHEON PLATES AT ALL PENETRATIONS THROUGH FINISHED SURFACES (INCLUDING CABINET INTERIORS). USE TIN-ANTIMONY SOLDER, 95/5 FOR ALL SWEAT FITTINGS OF COPPER PIPING.

GAS PIPING: LAYOUT GAS DISTRIBUTION PIPING AS SHOWN ON PLANS. PROVIDE BLACK STEEL PIPE TYPE E OR S WITH STEEL THREADED FITTINGS. LOCATE DRIPS AND TRAPS IN AREAS WHERE CONDENSATE MAY COLLECT. INSTALL HANGERS AND SUPPORTS AS REQUIRED TO SECURE PIPING TO BUILDING. EXPOSED PIPING SHALL BE PAINTED BRIGHT YELLOW. TEST, INSPECT, AND PURGE PIPING PER REQUIREMENT OF AUTHORITIES HAVING JURISDICTION.

PIPE INSULATION: INSULATE ALL HOT WATER PIPING. PROVIDE 1/2" PREFORMED FIBERGLASS, AS-1-VB, FLAME SPREAD 25, SMOKE DEVELOPED 50, ASTM C-547. WHEN PERMITTED BY LOCAL CODE, PROVIDE 1/2" SELF-ADHESIVE UNICELLULAR FOAM PIPE INSULATION WITH PREFORMED PVC FITTING COVERS (EQUAL TO SELF-ADHESIVE ARMSTRONG 2000) WITH K FACTOR OF 0.27 AT 75°F MEAN TEMPERATURE. INSULATE ALL EXPOSED CONDENSATE PIPING WITH WASTE TEMPERATURES BELOW 60°F.

SHUTOFF VALVES WITH UNIONS SHALL BE PROVIDED FOR SERVICE TO EACH PLUMBING FIXTURE, FOOD SERVICE EQUIPMENT ITEM OR OTHER EQUIPMENT ITEM, TO FACILITATE ISOLATION FOR REPAIR OR REPLACEMENT. VALVES SHALL BE EQUAL TO JENKINS #902-T BALL VALVE, CHROME-FINISHED BRONZE, TEFLON SEATS AND PACKING, 400 LB. W.O.G., SOLDER END.

INSTALLATION: THOROUGHLY CLEAN ITEMS BEFORE INSTALLATION. CAP PIPE OPENINGS TO EXCLUDE DIRT UNTIL FIXTURES ARE INSTALLED AND FINAL CONNECTIONS HAVE BEEN MADE. PROCEED AS RAPIDLY AS CONSTRUCTION WILL PERMIT. SET FIXTURES LEVEL AND IN PROPER ALIGNMENT. INSTALL SUPPLIES IN PROPER ALIGNMENT WITH FIXTURES. INSTALL SILICONE SEALANT BETWEEN FIXTURES AND ADJACENT MATERIAL FOR SANITARY JOINT, AND OMIT ESCUTCHEON.

TEST WATER SYSTEM UNDER 150 PSIG HYDROSTATIC PRESSURE, FOR A MINIMUM OF FOUR (4) HOURS. WHEN TESTING INDICATES MATERIALS OR WORKMANSHIP IS DEFICIENT, REPLACE OR REPAIR AS REQUIRED, AND REPEAT TEST UNTIL STANDARDS ARE ACHIEVED. PROVIDE A STATIC TEST OF DWV SYSTEM. REPAIR OR REPLACE LEAKS AS REQUIRED.

**PLUMBING SYMBOL LEGEND**

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
—●—	DOMESTIC COLD WATER LINE	— —	BALL VALVE	— —	UNION	CW	COLD WATER
—●●—	DOMESTIC HOT WATER LINE	— —	BALANCING VALVE	— —	BRANCH - TOP CONNECTION	DN	DOWN
—●●●—	DOMESTIC HOT WATER RETURN LINE	— —	CHECK VALVE	—○—	PIPE RISER	F.F.E.	FINISH FLOOR ELEVATION
—TW—	DOMESTIC TEMPERED WATER LINE	— —	GATE VALVE	—○—	PIPE DROP	FU	FIXTURE UNITS
—SS—	SANITARY SEWER VENT LINE	—○FCO	FLOOR CLEANOUT	— —	THERMOMETER	GW	GREASE WASTE
—SW—	SANITARY WASTE LINE	—○YCO	YARD CLEANOUT	— —	DIRECTION OF FLOW	I.E.	INVERT ELEVATION
—CD—	CONDENSATE LINE	— —	FLOOR SINK	— —	CALIBRATING VALVE	HW	HOT WATER
—GW—	GREASE WASTE LINE	— —	FLOOR DRAIN	— —	WALL CLEANOUT	SS	SANITARY SEWER
—GAS—	GAS LINE	— —	ROOF DRAIN	—○—	PLUMBING RISER DESIGNATION	TP	TRAP PRIMER
—AIR—	AIR LINE	— —	POINT OF CONNECTION	—○—	PLUMBING DETAIL REFERENCE	TYP	TYPICAL
—AW—	ACID WASTE LINE	— —	WALL HYDRANT	ABV. CLG.	ABOVE CEILING	UND. LAV.	UNDER LAVATORY
—RD—	ROOF DRAIN LINE	— —	HOSE BIBB	B.F.F.	BELOW FINISH FLOOR	V	VENT
—OD—	OVERFLOW DRAIN LINE	— —	WATER HAMMER ARRESTOR	CO	CLEAN OUT	VTR	VENT THRU ROOF

NOTE: NOT ALL SYMBOLS MAY BE USED ON THIS PROJECT

20081  
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