



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Third (3rd) day of November (11) in the year Two Thousand Nine (2009)
(In words, indicate day, month and ~~year~~-year)

BETWEEN the Owner:
(Name, legal status, address and other information)

County of Hidalgo
2812 S. Business Hwy 281
Edinburg, Texas 78539

and the Contractor:
(Name, legal status, address and other information)

D. Wilson Construction Co.
1209 E. Pecan
McAllen, Texas 78501
956/686-9573; Fax: 956/686-3270

for the following Project:
(Name, location and detailed description)

New Precinct No. 2 Administrative Offices for Hidalgo County and Other County Offices

- A. Hidalgo County Pct. 2 Office
- B. Health & Human Services
- C. WIC Clinic
- D. Tax Offices
- E. Justice of the Peace Offices

A 15.75 Acre Tract of Land Out of Lot 229, Kelly Pharr Subdivision, Hidalgo County, Texas, Volume 3, Pages 133, Map Records of Hidalgo County, Texas and said 15.75, Acre Tract of Land.

The Architect:
(Name, legal status, address and other information)

Reynaldo Vargas, Architect, Inc. dba V·A Architecture
2029 Industrial Drive,
McAllen, Texas 78504

The Owner and Contractor agree as follows.

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

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

DATE OF COMMENCEMENT SHALL BE FIXED IN THE NOTICE TO PROCEED.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

3.1.1 Liquidated Damages: Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expense and difficulties involved in providing in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner, Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the work is substantially complete.

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User Notes:

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§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than TWO HUNDRED NINETY SIX (296) days from the date of ~~commencement~~, commencement date the Building Permit is issued, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

See 3.1.1 above.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be FIVE MILLION SEVENTY-FIVE THOUSAND DOLLARS (\$5,075,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

<u>Item</u>	<u>Units and Limitations</u>	<u>Price Per Unit (\$0.00)(\$ 0.00)</u>
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§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

<u>Landscaping Allowance</u>	<u>\$150,000.00</u>
<u>Betterment Allowance</u>	<u>\$50,000.00</u>
<u>Item</u>	<u>Price</u>
<u>HVAC Contingency</u>	<u>\$8,000.00</u>
<u>Plumbing Contingency</u>	<u>\$8,000.00</u>
<u>Electrical Contingency</u>	<u>\$8,000.00</u>
<u>Structural Contingency</u>	<u>\$8,000.00</u>
<u>Lawn Sprinkler Allowance</u>	<u>\$5,000.00</u>
<u>TOTAL AMOUNT</u>	<u>\$237,000.00</u>

4.5 Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Contract.

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The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than ~~the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.~~ fifth day following approval by Commissioners Court.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~percent (—%)~~; Five Percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for ~~Construction~~; Construction, as modified by Owner and attached hereto as Exhibit C;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~percent (—%)~~; Five Percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document ~~A201–2007~~; A201–2007, as modified by Owner and attached hereto as Exhibit "C";

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007, **A201-2007, as modified by Owner and attached hereto as Exhibit "C"**;

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Not Applicable

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, **as modified by Owner and attached hereto as Exhibit "C"**; and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Payment and upon acceptance by the Owner and Architect, and after satisfactory evidence has been given by the Contractor that all his bills have been paid and the entire project is free from liens.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, **as modified by Owner and attached hereto as Exhibit "C"**, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, **as modified by Owner and attached hereto as Exhibit "C"**, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other (*Specify*)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

| %

§ 8.3 The Owner’s representative:
(Name, address and other information)

| Mr. Daniel Flores, Director of Buildings and Grounds
3100 S. Business 281
Edinburg, Texas 78539

§ 8.4 The Contractor’s representative:
(Name, address and other information)

| Bill Wilson, President
D. Wilson Construction Co.
1209 E. Pecan
McAllen, Texas 78501
956/686-9573; Fax: 956/686-3270

§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

| § 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and ~~Contractor~~ Contractor, **as modified by Owner and attached hereto as Exhibit "C"**,

| § 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for ~~Construction~~ Construction, **as modified by Owner and attached hereto as Exhibit "C"**.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

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§ 9.1.4 The ~~Specifications~~ Specifications (Volumes 1 & 2) dated 7/31/09 and Volume 3 (Civil Engineering Specifications) dated 10/7/2009:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

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§ 9.1.5 The Drawings: Drawings (dated 7/31/09) and 11" x 17" Civil Engineering Drawings dated 10/7/2009:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
<u>Architectural</u>	<u>Drawings</u>	
<u>C01</u>	<u>COVER SHEET</u>	
<u>C02</u>	<u>ABBREVIATION SHEET</u>	
<u>C03</u>	<u>HCP DETAILS</u>	
<u>C04</u>	<u>HCP DETAILS</u>	
<u>A01</u>	<u>MASTER SITE PLAN</u>	
<u>A02</u>	<u>SITE DETAILS</u>	
<u>A03</u>	<u>BORING LOCATION PLAN</u>	
<u>A03.1</u>	<u>BORING LOGS</u>	
<u>A03.2</u>	<u>BORING LOGS</u>	

Init.

<u>A04</u>	<u>PARTIAL SITE PLAN – BLDG. "A"</u>
<u>A05</u>	<u>ROOF PLAN – BLDG. "A"</u>
<u>A06</u>	<u>ROOF DTDETAILS – BLDG "A"</u>
<u>A07</u>	<u>EXTERIOR ELEVATIONS – BLDG. "A"</u>
<u>A08</u>	<u>DIMENSIONED/KEYED FLOOR PLANS – BLDG. "A"</u>
<u>A09</u>	<u>LARGE SCALE R.R. PLANS – BLDG. "A"</u>
<u>A10</u>	<u>PLAN DETAILS – BLDG. "A"</u>
<u>A11</u>	<u>CROSS SECTIONS – BLDG. "A"</u>
<u>A12</u>	<u>CROSS SECTIONS – BLDG. "A"</u>
<u>A13</u>	<u>REFLECTED CEILING/FIXTURE FLOOR PLANS – BLDG. "A"</u>
<u>A14</u>	<u>DOOR/ROOM FINISH SCHEDULE – BLDG. "A"</u>
<u>A15</u>	<u>MILLWORK PLANS & DETAILS – BLDG. "A"</u>
<u>A16</u>	<u>WALL SECTIONS – BLDG. "A"</u>
<u>A17</u>	<u>WALL SECTIONS – BLDG. "A"</u>
<u>A18</u>	<u>PARTIAL SITE PLAN – BLDG. "B & C"</u>
<u>A19</u>	<u>ROOF PLAN – BLDG. "B & C"</u>
<u>A20</u>	<u>ROOF DETAILS – BLDG. "B & C"</u>
<u>A21</u>	<u>EXTERIOR ELEVATIONS – BLDG. "B & C"</u>
<u>A22</u>	<u>DIMENSIONED FLOOR PLAN – BLDG. "B & C"</u>
<u>A23</u>	<u>KEYED FLOOR PLAN – BLDG. "B & C"</u>
<u>A24</u>	<u>LARGE SCALE R.R. PLANS – BLDG. "B & C"</u>
<u>A25</u>	<u>PLAN DETAILS – BLDG. "B & C"</u>
<u>A26</u>	<u>CROSS SECTIONS – BLDG. "B & C"</u>
<u>A27</u>	<u>CROSS SECTIONS – BLDG. "B & C"</u>
<u>A28</u>	<u>REFLECTED CEILING FLOOR PLAN – BLDG. "B & C"</u>
<u>A29</u>	<u>FIXTURE FLOOR PLAN – BLDG. "B & C"</u>
<u>A30</u>	<u>DOOR SCHEDULES – BLDG. "B & C"</u>
<u>A31</u>	<u>ROOM FINISH SCHEDULES – BLDG. "B & C"</u>
<u>A32</u>	<u>MILLWORK PLANS & DETAILS – BLDG. "B & C"</u>
<u>A33</u>	<u>MILLWORK PLANS & DETAILS – BLDG. "B & C"</u>
<u>A34</u>	<u>WALL SECTIONS – BLDG. "B & C"</u>
<u>A35</u>	<u>WALL SECTIONS – BLDG. "B & C"</u>
<u>A36</u>	<u>PARTIAL SITE PLAN – BLDG. "D"</u>
<u>A37</u>	<u>ROOF PLAN – BLDG. "D"</u>
<u>A38</u>	<u>EXTERIOR ELEVATIONS – BLDG. "D"</u>
<u>A39</u>	<u>DIMENSIONED/KEYED FLOOR PLANS – BLDG. "D"</u>
<u>A40</u>	<u>LARGE SCALE R.R. PLANS – BLDG. "D"</u>
<u>A41</u>	<u>PLAN DETAILS – BLDG. "D"</u>
<u>A42</u>	<u>CROSS SECTIONS – BLDG. "D"</u>
<u>A43</u>	<u>CROSS SECTIONS – BLDG. "D"</u>
<u>A44</u>	<u>REFLECTED CEILING/FIXTURE FLOOR PLANS – BLDG. "D"</u>
<u>A45</u>	<u>DOOR/ROOM FINISH SCHEDULES – BLDG. "D"</u>
<u>A46</u>	<u>MILLWORK PLANS & DETAILS – BLDG. "D"</u>
<u>A47</u>	<u>MILLWORK PLANS & DETAILS – BLDG. "D"</u>
<u>A48</u>	<u>WINDOW ELEVATIONS & TYPOICAL DETAILS – BLDG. "D"</u>
<u>A49</u>	<u>WALL SECTIONS – BLDG. "D"</u>
<u>A50</u>	<u>WALL SECTIONS – BLDG. "D"</u>
<u>A51</u>	<u>PARTIAL SITE PLAN – BLDG. "E"</u>
<u>A52</u>	<u>ROOF PLAN – BLDG. "E"</u>
<u>A53</u>	<u>ROOF DETAILS – BLDG. "E"</u>
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<u>A57</u>	<u>LARGE SCALE R.R. PLANS – BLDG. "E"</u>
<u>A58</u>	<u>PLAN DETAILS – BLDG. "E"</u>
<u>A59</u>	<u>CROSS SECTIONS – BLDG. "E"</u>
<u>A60</u>	<u>CROSS SECTIONS – BLDG. "E"</u>

<u>A61</u>	<u>REFLECTED CEILING FLOOR PLAN – BLDG. "E"</u>
<u>A62</u>	<u>FIXTURE FLOOR PLAN – BLDG. "E"</u>
<u>A63</u>	<u>DOOR SCHEDULES – BLDG. "E"</u>
<u>A64</u>	<u>ROOM FINISH SFHEDULES – BLDG. "E"</u>
<u>A65</u>	<u>MILLWORK PLANS & DETAILS – BLDG. "E"</u>
<u>A66</u>	<u>MILLWORK PLANS & DETAILS – BLDG. "E"</u>
<u>A67</u>	<u>WALL SECTIONS – BLDG. "E"</u>
<u>A68</u>	<u>WALL SECTIONS – BLDG. "E"</u>

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<u>S2</u>	<u>GENERAL STRUCTURAL NOTES</u>
<u>S3</u>	<u>FOUNDATION PLAN – BLDG. "A"</u>
<u>S4</u>	<u>FOUNDATION PLAN – BLDG. "B & C"</u>
<u>S5</u>	<u>FOUNDATION PLAN – BLDG. "D"</u>
<u>S6</u>	<u>FOUNDATION PLAN – BLDG. "E"</u>
<u>S7</u>	<u>FRAMING PLAN - BLDG. "A"</u>
<u>S8</u>	<u>FRAMING PLAN – BLDG. "B & C"</u>
<u>S8.1</u>	<u>HIGH ROOF FRAMING PLAN – BLDG. "B & C"</u>
<u>S9</u>	<u>FRAMING PLAN – BLDG. "D"</u>
<u>S9.1</u>	<u>HIGH ROOF FRAMING PLAN – BLDG. "D"</u>
<u>S10</u>	<u>FRAMING PLAN – BLDG. "E"</u>
<u>S10.1</u>	<u>HIGH ROOF FRAMING PLAN – BLDG. "E"</u>
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<u>SD1.1</u>	<u>FOUNDATION DETAILS</u>
<u>SD2</u>	<u>FRAMING DETAILS</u>
<u>SD3</u>	<u>FRAMING DETAILS</u>
<u>SD4</u>	<u>FRAMING DETAILS</u>

Drawings

Mechanical

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<u>M-01</u>	<u>MECHANICAL PLAN – BLDG. "A"</u>
<u>M-02</u>	<u>MECHANICAL PLAN – BLDG. "B&C"</u>
<u>M-03</u>	<u>MECHANICAL PLAN – BLDG. "D"</u>
<u>M-04</u>	<u>MECHANICAL PLAN – BLDG. "E"</u>
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Drawings

Electrical

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<u>E-02</u>	<u>ELECTRICAL LIGHTING PLAN – BLDG. "B&C"</u>
<u>E-03</u>	<u>ELECTRICAL LIGHTING PLAN – BLDG. "D"</u>
<u>E-04</u>	<u>ELECTRICAL LIGHTING PLAN – BLDG. "E"</u>
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<u>E-06</u>	<u>ELECTRICAL POWER PLAN – BLDG. "B&C"</u>
<u>E-07</u>	<u>ELECTRICAL POWER PLAN – BLDG. "D"</u>
<u>E-08</u>	<u>ELECTRICAL POWER PLAN – BLDG. "E"</u>
<u>E-09</u>	<u>ELECTRICAL SPECIALTY SYSTEM – BLDG. "A"</u>
<u>E-10</u>	<u>ELECTRICAL SPECIALTY SYSTEM – BLDG. "B&C"</u>
<u>E-11</u>	<u>ELECTRICAL SPECIALTY SYSTEM – BLDG. "D"</u>
<u>E-12</u>	<u>ELECTRICAL SPECIALTY SYSTEM – BLDG. "E"</u>
<u>E-13</u>	<u>ELECTRICAL RISER DIAGRAMS</u>
<u>E-14</u>	<u>ELECTRICAL LEGEND AND ELECTRICAL FEEDER/BRANCH CIRCUIT SCHEDULE</u>
<u>E-15</u>	<u>ELECTRICAL FIXTURE SCHEDULES AND ELECTRICAL- MECHANICAL EQUIPMENT CONNECTION SCHEDULE</u>
<u>E-16</u>	<u>ELECTRICAL PANEL SCHEDULES</u>
<u>E-17</u>	<u>ELECTRICAL PANEL SCHEDULES</u>

Drawings

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P-03	<u>PLUMBING SEWER PLAN – BLDG. "D"</u>
P-04	<u>PLUMBING SEWER PLAN – BLDG. "E"</u>
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P-06	<u>PLUMBING HW/CW PLAN – BLDG. "B&C"</u>
P-07	<u>PLUMBING HW/CW PLAN – BLDG. "D"</u>
P-08	<u>PLUMBING HW/CW PLAN – BLDG. "E"</u>
P-09	<u>PLUMBING ROOF PLAN – BLDG. "A"</u>
P-10	<u>PLUMBING ROOF PLAN – BLDG. "B&C"</u>
P-11	<u>PLUMBING ROOF PLAN – BLDG. "D"</u>
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P-14	<u>PLUMBING SYMBOL LEGEND AND SCHEDULES</u>
P-15	<u>PLUMBING RISER SCHEMATIC DIAGRAMS</u>
P-16	<u>PLUMBING RISER SCHEMATIC DIAGRAMS</u>

Drawings

<u>11" X 17"</u>	<u>CIVIL ENGINEERING DRAWINGS</u>
<u>C1</u>	<u>COVER SHEET</u>
<u>C2</u>	<u>PLAT</u>
<u>C3</u>	<u>EXISTING TOPOGRAPHIC MAP</u>
<u>C4</u>	<u>GENERAL NOTES</u>
<u>C5</u>	<u>DIMENSION CONTROL PLAN</u>
<u>C6</u>	<u>DIMENSION CONTROL PLAN</u>
<u>C7</u>	<u>DIMENSION CONTROL DETAILS</u>
<u>C8</u>	<u>DIMENSION CONTROL DETAILS</u>
<u>C9</u>	<u>DIMENSION CONTROL DETAILS</u>
<u>C10</u>	<u>PAVING & GRADING PLAN</u>
<u>C11</u>	<u>PAVING & GRADING PLAN</u>
<u>C12</u>	<u>PAVING & GRADING PLAN (GRADING DETAILS)</u>
<u>C13</u>	<u>GRADING DETAILS (DETAIL "A")</u>
<u>C14</u>	<u>GRADING DETAILS (DETAIL "B")</u>
<u>C15</u>	<u>GRADING DETAILS (DETAIL "C")</u>
<u>C16</u>	<u>GRADING DETAILS (DETAIL "D")</u>
<u>C17</u>	<u>GRADING DETAILS (DETAIL "E")</u>
<u>C18</u>	<u>PAVING DETAILS</u>
<u>C19</u>	<u>PAVING DETAILS</u>
<u>C20</u>	<u>PAVING DETAILS</u>
<u>C21</u>	<u>PAVING DETAILS</u>
<u>C22</u>	<u>SIDEWALK DETAILS</u>
<u>C23</u>	<u>SIDEWALK DETAILS</u>
<u>C24</u>	<u>WATER (IMPROVEMENT) LAYOUT</u>
<u>C25</u>	<u>WATER DETAILS</u>
<u>C26</u>	<u>WATER DETAILS</u>
<u>C27</u>	<u>SANITARY LAYOUT & PROFILES (Sanitary Sewer Line Improvement Layout)</u>
<u>C28</u>	<u>SANITARY LAYOUT & PROFILES (Sanitary Sewer Line Profile)</u>
<u>C29</u>	<u>SANITARY SEWER DETAILS</u>
<u>C30</u>	<u>SANITARY SEWER DETAILS (SS Service Connection Details)</u>
<u>C31</u>	<u>STORM DRAINAGE (IMPROVEMENT) LAYOUT & PROFILES</u>
<u>C32</u>	<u>STORM DRAINAGE (IMPROVEMENT) LAYOUT & PROFILES</u>
<u>C33</u>	<u>STORM DRAINAGE LAYOUT & PROFILES (Inline Drainage Line A</u>

	<u>Profiles)</u>
<u>C34</u>	<u>STORM DRAINAGE LAYOUT & PROFILES(Inline Drainage Line A Profiles)</u>
<u>C35</u>	<u>STORM DRAINAGE LAYOUT & PROFILES (Type "C" inlet Grate Drainage Line B Profiles Valley Gutter)</u>
<u>C36</u>	<u>STORM DRAINAGE LAYOUT & PROFILES(Type "C" inlet Grate Drainage Line B Profiles Valley Gutter)</u>
<u>C37</u>	<u>ROOF DRAINAGE (IMPROVEMENT) LAYOUT & PROFILES</u>
<u>C38</u>	<u>ROOF DRAINAGE (IMPROVEMENT) LAYOUT & PROFILES</u>
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<u>C41</u>	<u>STORM SEWER DETAILS (Inlet Type "A" Storm Drainage Details)</u>
<u>C42</u>	<u>STORM SEWER DETAILS</u>
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<u>C46</u>	<u>PAVEMENT MARKINGS & SIGNING LAYOUT</u>
<u>C47</u>	<u>MARKING & SIGNING DETAILS (FOR ACCESSIBLE PARKING)</u>

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
<u>1 (One)</u>	<u>8/31/09</u>	<u>10 pp (1:Cover; 2-4: items; 5-6: Sec 07221 Nailbase Insulation; 7-10: drawings)</u>
<u>2 (Two)</u>	<u>9/1/09</u>	<u>3 pp (1: Cover; 2: items; 3: Drawing.)</u>
<u>3 (Three)</u>	<u>10/3/09</u>	<u>7 pp (1: Cover; 2-3 items; 4: Invitation to Bidders; 5-7 Proposal Form)</u>
<u>4 (Four)</u>	<u>10/26/09</u>	<u>3 pp (1: Cover; 2: items; 3: MEP items)</u>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document ~~E201™-2007~~, E201™-2007 as modified by Owner and attached hereto as Exhibit "C", Digital Data Protocol Exhibit, if completed by the parties, or the following:

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

<u>1. Exhibit 'A' Bid Form</u>			
<u>2. Exhibit 'B' Project Manual (Specifications)</u>			
<u>3. Exhibit 'C' AIA Document A201-2007 as modified by Owner</u>			
<u>4. Exhibit 'D' Notice of Award and Notice to Proceed</u>			
<u>5. Exhibit 'E' Certificate(s) of Insurance</u>			
<u>6. Exhibit 'F' Performance and Payment Bonds</u>			
<u>7. Request for Bids</u>			
<u>8. Proposal Form</u>		5	7
<u>9. Instruction to Bidders</u>		1.	4
<u>10. Legal Notice</u>		1	8

11.	Exhibit "C" Insurance Requirements	1
12.	Insurance Requirement Acknowledgment	1
13.	Project Requirements Acknowledgment	1
14.	Hidalgo County Purchasing Department Bidder/Vendor Application	1
15.	HUB Declaration	1
16.	Exhibit "D" Conflict of Interest Questionnaire	1 ... 2
17.	Certification Regarding Debarment, Suspension & Ineligibility	1
18.	Form W-9	
19.	Exhibit "E" Proposer's Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying	
20.	On or before the 20 th day of each month, the general contractor will pay to subcontractor the sum equal to 95% of the cost to Owner of the labor performed, materials suitably stored on the site and materials built into the project during the preceding calendar month based on estimates timely certified by the contractor and approved by the Architect.	
21.	Bid Bond & Power of Attorney	
22.	Page 8 of the Legal Notice Submitted by D. Wilson Construction	
23.	Hidalgo County Purchasing Department Bidder/Vendor Application submitted by D. Wilson	1
24.	Insurance Requirements Acknowledgment submitted by D. Wilson	1
25.	Project Requirements Acknowledgment submitted by D. Wilson	1
26.	HUD Declaration submitted by D. Wilson	2 pp
27.	Conflict of Interest Questionnaire submitted by D. Wilson (10/28/09)	1
28.	Certification Regarding Debarment, Suspension & Ineligibility submitted by D. Wilson	1
29.	W-9 Form submitted by D. Wilson Construction	1
30.	Bidder's Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying submitted by D. Wilson	1

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007, A201-2007, **as modified by Owner and attached hereto as Exhibit "C"**, (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007, A201-2007, **as modified by Owner and attached hereto as Exhibit "C"**).

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Payment & Performance Bond	100% of Contract Amount
General Liability	
Commercial General Liability Occur	
General, Aggregate	\$5,000,000.00
Products- Comp/Op Agg	\$5,000,000.00
Personal & Adv Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (Any one fire)	\$500,000.00
Med Exp (Any one person)	\$5,000.00
Automobile Liability: Scheduled Autos, Hired Autos, Non-Owned Autos	
Combined Single Limit	\$1,000,000.00
Bodily Injury (Per person)	\$500,000.00
Bodily Injury (Per accident)	\$500,000.00
Property Damage	\$500,000.00
EXCESS LIABILITY: Umbrella Form	
Each Occurrence	\$5,000,000.00
Aggregate	\$5,000,000.00
Workers Comp. & Employers Liability	
Statutory Limits	
Each Accident	\$500,000.00
Disease - Policy Limit	\$500,000.00
Disease - Each Employee	\$500,000.00
BUILDER'S RISK	100% Contract Amount

Init.

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User Notes:

(1413566297)

This Agreement entered into as of the day and year first written ~~above~~ above and is executed in three (3) original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

HIDALGO COUNTY

OWNER *(Signature)*

René A. Ramírez, County Judge
(Printed name and title)

APPROVED AS TO FORM:

OWNER *(Signature)*

Steve L. Crain
(Printed name and title)

D. WILSON CONSTRUCTION CO.

CONTRACTOR *(Signature)*

Bill Wilson, President
(Printed name and title)

ATTEST:

CONTRACTOR *(Signature)*

Arturo Guajardo Jr., County Clerk
(Printed name and title)

Init.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 11:27:54 on 11/05/2009 under Order No. 1579605167_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)