

Hidalgo County Head Start Program Policy Council Agenda

DATE: May 8, 2012

SUBJECT: Approval of Agreement, and AIA Contract, between Hidalgo County Head Start Program and Centennial Contractors Enterprises, Inc., As Prepared and Approved by Legal Counsel, to Allow Centennial Contractors Enterprises, Inc., to Replace the Roof at the Palmveiw III Head Start Located at 1208 Paula Street, Mission, TX., Originally Installed by same contractor, at no Cost to the County of Hidalgo Head Start Program

RATIONALE/NEED: This agreement will allow Centennial Contractors Enterprises, Inc. to replace the roof at Palmview III Head Start, located at 1208 Paula Street, Mission, TX. in accordance to specifications designed by Hinojosa Engineering, Inc. at no Cost to the County of Hidalgo Head Start Program

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDED: Agreement, AIA Document

INITIATED BY: Ambrosio Tovar, Procurement Director *Ambrosio Tovar*

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director *EG*

PROGRAM DIRECTOR'S APPROVAL: *Jesus Flores*

STATE OF TEXAS §
COUNTY OF HIDALGO §

**COMPROMISE SETTLEMENT AGREEMENT, MUTUAL RELEASE,
AND INDEMNIFICATION AGREEMENT**

This Compromise Settlement Agreement, Mutual Release, and Indemnification Agreement (hereinafter "**the Agreement**") entered on this day, by and between **Hidalgo County Texas** (hereinafter "**Hidalgo County**") and **Hidalgo County Head Start Program, an agency of Hidalgo County** (hereinafter "**Head Start**") and **Centennial Contractors Enterprises** (hereinafter "**Centennial**") (and hereinafter collectively referred to as "**the PARTIES**"), is to witness the following:

WHEREAS, on or about August 1, 2006 Hidalgo County and Head Start entered into a contract with Centennial Contractors Enterprises (hereinafter "**the CONTRACT**"); and

WHEREAS, the contract provided for:

All labor, equipment and material to perform the disassembling, roof, demolition, re-assembly and installation of new tress roofing system (gabled) of the Hidalgo County Head Start portable building located at Helena Street, McAllen, Texas and relocating to 1208 Paula Street, Palmview, Texas per this scope of work and ROFDW specification plans.

WHEREAS, as Hidalgo County retained the services of a Structural Engineer / Civil Engineer - Hinojosa Engineering Inc. hereinafter "**Hinojosa Engineering**"; and

WHEREAS, as Hinojosa Engineering inspected the center and concluded that there were defects in work performed by Centennial;

WHEREAS, Hidalgo County and Head Start presented a Notice of Construction Defect "Claim" ("Claim") against Centennial; and

WHEREAS, the PARTIES desire to bring closure to all disputes, controversies, claims, causes of action of any kind whatsoever which the Parties may have one against the other as alleged in the CLAIM, and further desire to avoid the uncertainty, time, expense, and inconvenience of litigation and protracted

negotiations the PARTIES now desire to buy their peace, and thus agree as follows:

I.
COMPROMISE SETTLEMENT AGREEMENT

Hidalgo County and Hidalgo County Head Start shall include, without limitation, its officers (Elected or Appointed), directors, employees, agents, attorneys, predecessors and successors in interest, insurance carriers, bonding companies, and/or assigns of any such entities or individuals.

Centennial Contractors Enterprises, Inc. shall include, without limitation, Centennial Contractors Enterprises, Inc., its owners, officers, directors, general or limited partners, employees, agents, attorneys, predecessors and successors in interest, parent corporations, affiliated corporations, subsidiary corporations, insurance carriers, bonding companies, and/or assigns of any such entities or individuals.

In consideration of the mutual exchange of promises, payment, if any, covenants, forbearances, releases, and indemnifications contained herein, and other good and valuable consideration, the PARTIES hereby agree as follows:

1. Centennial will perform the certain work that is set forth in the drawings and specification prepared by Hinojosa Engineering, Inc. relating to the roof of Hidalgo County Head Start building located at 1208 Paula Street, Palmview, Texas at its own expense. (The temporary shoring plan is now not required and not considered part of the work.) As disputed in Attachment "A".
2. As Centennial is incurring the cost of the work, and payment of Engineering cost, Centennial will manage the construction process and hire the contractors of its choosing.
3. Hinojosa Engineering and Hidalgo County will be required to inspect, approve and accept the work in writing upon satisfactory completion of the work.
4. Hinojosa Engineering will be required to issue "For Construction" drawings prior to Centennial's efforts to start the work. These drawings should not include the temporary shoring option, only the work necessary for the permanent roof repair and construction.

5. Hidalgo County Head Start will remove all personal property of the students and teachers, and any other equipment and materials that should be protected from construction activities prior to the start of the work.
6. Hidalgo County Head Start will provide a secure temporary storage facility for the furniture, school supplies, etc. if Centennial decides to have the material removed as opposed to protecting the material on site.
7. Prior to the start of work Centennial requires that this Release of Claims be fully executed by both parties. Upon execution of this Release of Claims, Centennial will prepare a schedule for informational purposes.
8. The start of construction will be based on the critical path for the procurement of the trusses. This path includes the vendor preparation of shop drawings, Hinojosa Engineering's approval of the truss shop drawings and the resultant production and delivery of the trusses. (Based on our initial investigation and the production schedules of the truss manufacturers this process can take as much as 8-10 weeks. We will work diligently to improve this schedule).
9. The claims of the parties against each other shall be dismissed with prejudice.
10. Centennial shall execute a construction contract in the form required by Hidalgo County. See Attachment "B".

II.
RELEASE

In consideration of the exchange of promises, payment, covenants, forbearances, releases, and indemnifications contained herein, and other good and valuable consideration, the PARTIES hereby forever release, acquit, discharge, and hold-harmless each other and their agents, servants, employees successors, assigns, and attorneys of, from, and against any and all known and unknown claims of any nature, demands, or causes of action for damages, equitable relief, and/or attorneys fees, which the PARTIES may have one against the other, and which claim, demand or cause of action, is based in whole

or in part on any conduct, fact, matter, act, and/or omission which includes and/or is related to the occurrences and events made the basis of the CLAIM, and whether any such claim, demand, or cause of action alleges, without limitation, either in whole or in part: acts or omissions in violation of any federal statute or regulation; acts or omissions in violation of any Texas state statute or regulation; acts or omissions in violation of any common-law; acts or omissions in breach of any oral or written contract or in breach of any common law duty.

III.
WARRANTIES AND REPRESENTATIONS

In consideration of the mutual exchange of promises, payments, covenants, forbearances, releases, and indemnifications contained herein, and other good and valuable consideration, the PARTIES represent as follows:

1. The PARTIES are the true owners of all the claims which each is compromising, settling, and releasing herein, and neither has conveyed, bargained, sold, transferred, or assigned any such claim to any person or entity not a party to this Agreement.

2. Before consummating this AGREEMENT, the PARTIES have fully informed themselves of each term, covenant, and condition, and of the consequences and effect of each, and each has relied solely and completely upon their own judgment and upon the advice of their legal counsel in making and consummating this AGREEMENT.

3. No promise or representation of any kind has been made by any party to the other to induce the other to make and consummate this AGREEMENT, except as expressly stated herein.

4. The PARTIES each has the power, authority and legal capacity to enter and execute this AGREEMENT.

IV.
GENERAL AGREEMENTS

In consideration of the mutual exchange of promises, payments, covenants, forbearances,

releases, and indemnifications contained herein, and other good and valuable consideration, the PARTIES hereby further agree as follows:

1. That the terms hereof are contractual and not merely recitals, and that the agreements herein contained and the consideration transferred is to compromise and settle doubtful and disputed claims.

2. That no payments, releases or other consideration made or given herein shall ever be construed, for any purpose, as any form of admission or declaration against interest on the part of any party to this AGREEMENT.

3. That this AGREEMENT shall be governed by, construed and enforced in accordance with, and subject to, the rules of construction, and the laws of the State of Texas and venue of any action brought to enforce or interpret it is established by the terms of this Settlement Agreement as being in Hidalgo County, Texas.

4. That each will execute such documents as may be necessary to fully and finally effectuate this AGREEMENT.

5. That all costs, expenses, and attorney's fees incurred in connection with presentation of this claim, and further incurred in connection with negotiating, making, and consummating this AGREEMENT shall be borne by the party incurring the same.

6. That any party hereto who prevails in enforcing any provision of this AGREEMENT against the other party shall be entitled to recover from the other party all reasonable attorneys fees, costs, and expenses incurred in connection therewith.

7. That this Settlement Agreement, together with the exhibits and attachments hereto, contains the entire agreement of the parties and supersedes any and all prior agreements, arrangements or understandings, whether written or oral, between the PARTIES respecting the subject matter of this Agreement.

8. That each and every provision, paragraph, sentence and clause of this AGREEMENT has been separately considered and agreed to by the PARTIES, and if should any provision, paragraph, sentence and clause hereof should be declared legally infirm or invalid, for any cause, it shall neither impair, nor affect the remaining portion, nor any part thereof.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

10. Whenever the context requires, reference herein made to the single number shall be understood to include the plural and likewise the plural shall be understood to include the singular. Words denoting sex shall be construed to include the masculine, feminine, and neuter, when such construction is appropriate, and specific enumeration shall not exclude the general, but shall be construed as cumulative.

11. The facts and terms of this Release and settlement shall be kept strictly confidential. Except as required to enforce this Release, neither the Parties nor their agents, representatives, employees, shall disclose any information of any kind regarding this claim or this settlement to any other person or entity, including without limitation the media, other than the Parties to this Release and their agents and employees, unless ordered to do so by a court of competent jurisdiction as provided by law.

EXECUTED this _____ day of May, 2012.

HIDALGO COUNTY

HIDALGO COUNTY HEAD START
PROGRAM, AN AGENCY OF HIDALGO
COUNTY

By: _____

By: _____

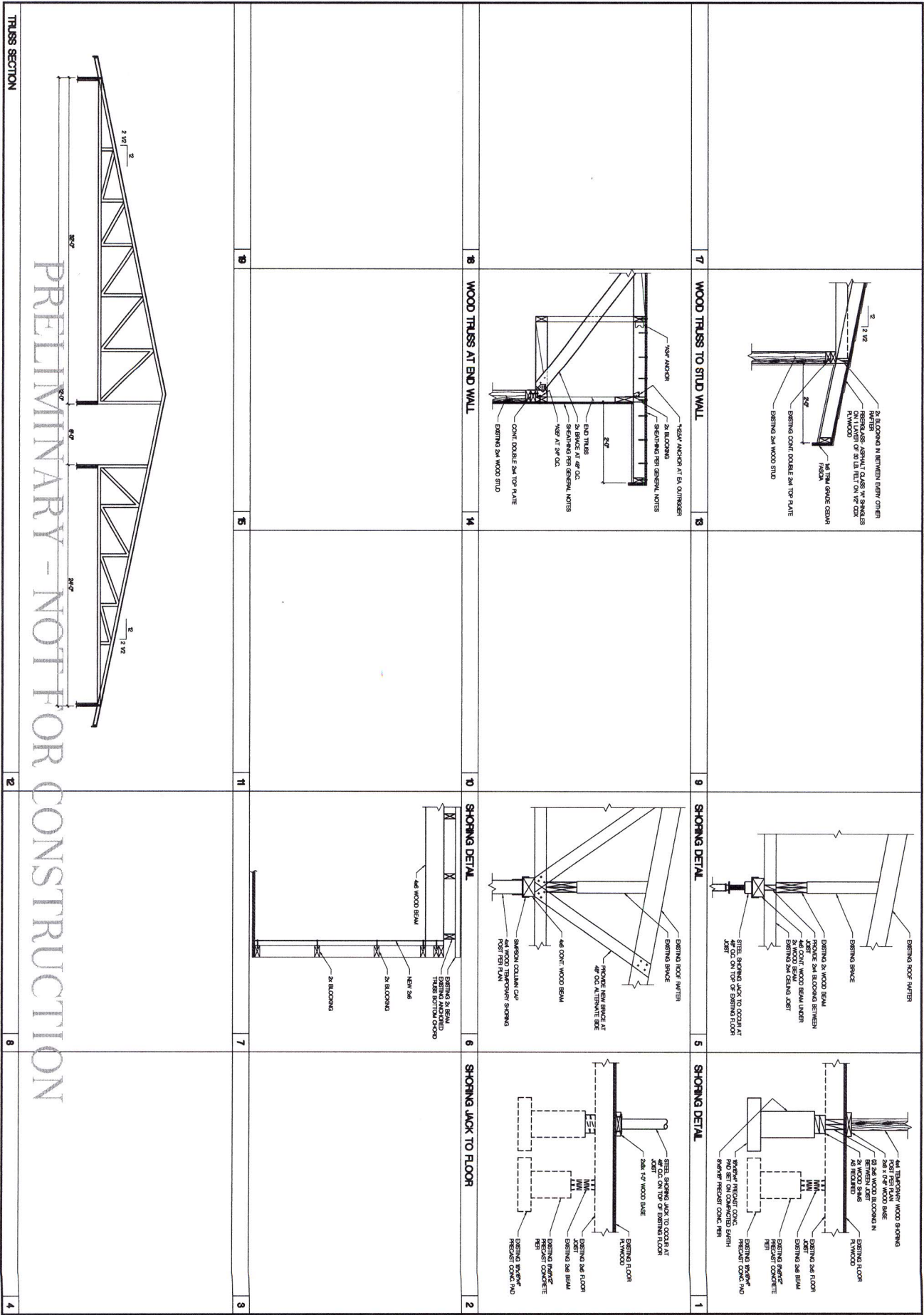
Title:

Title:

CENTENNIAL CONTRACTORS ENTERPRISES, INC.

By: _____

Title:



TRUSS SECTION

PRELIMINARY - NOT FOR CONSTRUCTION

SD1.1

HINOJOSA ENGINEERING, INC.
 STRUCTURAL ENGINEERING AND SURVEYING
 108 W. 18TH ST. MISSION, TEXAS
 (512) 581-0143 FAX (512) 581-3074
 E-MAIL: HinojosaEng@aol.com

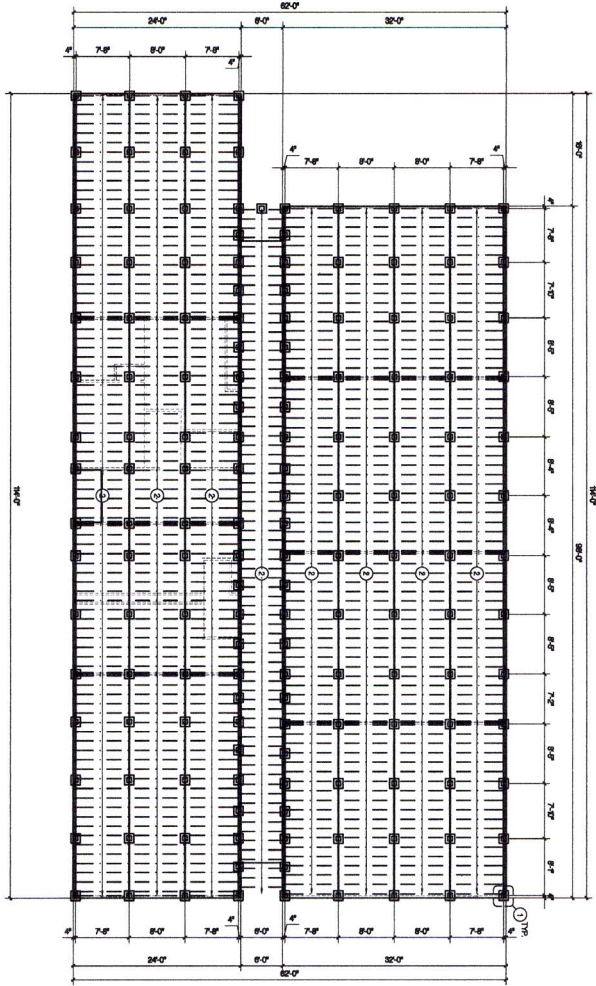
HIDALGO COUNTY HEAD START PROGRAM ROOF SHORING & REPLACEMENT
 1208 PAULA DR. MISSION, TEXAS

DATE: 03-27-12
 SCALE:
 REVISIONS:

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PRELIMINARY - NOT FOR CONSTRUCTION

1 EXISTING CURSORY FLOOR FRAMING PLAN
SCALE: 1/8"=1'-0"



- RENOVATION NOTES:**
1. ACTUAL CONDITIONS AND DIMENSIONS AT THE SITE OF CONSTRUCTION SHALL PREVAIL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY.
 2. ALL EXISTING CONCRETE SHALL BE REMOVED AND REINFORCED WITH STEEL REBAR AS SHOWN. THE REBAR SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ACI 318-11 CODE.
 3. ALL EXISTING CONCRETE SHALL BE REINFORCED WITH STEEL REBAR AS SHOWN. THE REBAR SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ACI 318-11 CODE.
 4. ALL EXISTING CONCRETE SHALL BE REINFORCED WITH STEEL REBAR AS SHOWN. THE REBAR SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ACI 318-11 CODE.
 5. ALL EXISTING CONCRETE SHALL BE REINFORCED WITH STEEL REBAR AS SHOWN. THE REBAR SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ACI 318-11 CODE.
- KEYED NOTES:**
1. EXISTING PRECAST CONCRETE WITH 1/2" DIA. PRECAST CONCRETE AND TO EXISTING IN FLOOR SLAB TO REMAIN.
 2. EXISTING PRECAST CONCRETE WITH 1/2" DIA. PRECAST CONCRETE AND TO EXISTING IN FLOOR SLAB TO REMAIN.

PROJ. NO. 12-124
SHEET NO. S2.1

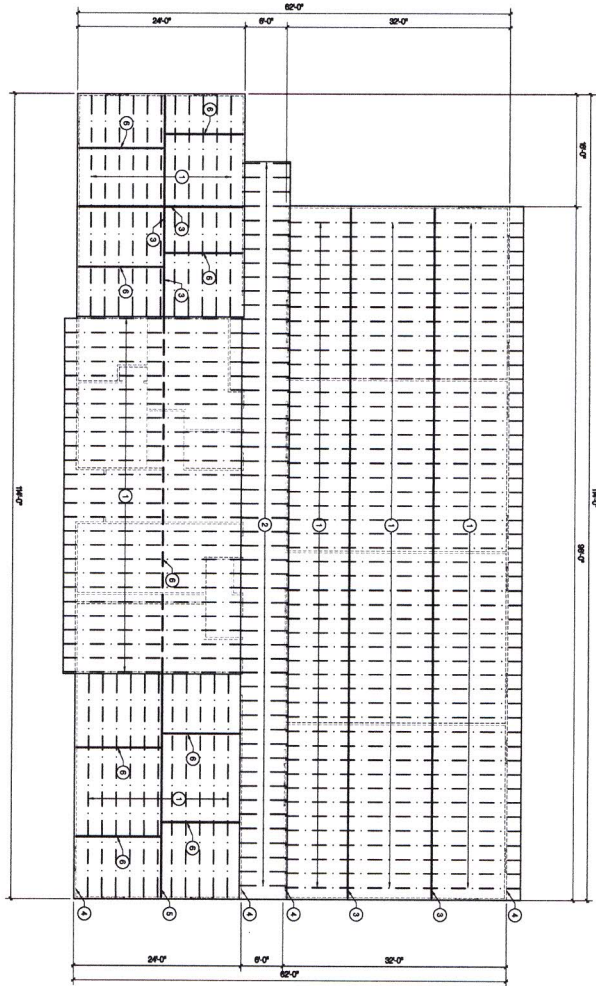
HINOJOSA ENGINEERING, INC.
 STRUCTURAL ENGINEERING LAND SURVEYING
 108 W. 18TH ST. MISSION, TEXAS 78149
 (512) 581-0143 FAX: (512) 581-2074
 E-MAIL: HinojosaEng@aol.com
 REGISTRATION NUMBER: F-608 EXPIRATION DATE: 06/30/2012

DATE: 03-27-12
 SCALE:
 REVISIONS:

HIDALGO COUNTY HEAD START PROGRAM ROOF SHORING & REPLACEMENT
 1208 PAULA DR. MISSION, TEXAS

PRELIMINARY - NOT FOR CONSTRUCTION

EXISTING CURSORY
1 CEILING FRAMING PLAN
 SCALE: 1/8"=1'-0"



- RENOVATION NOTES:**
1. VERIFY ALL INDICATED BEARING CONDITIONS IN CASES OF DISCREPANCIES. SHALL BE SHOWN BY NOTING AND OPENING IN PLAN. FIELD JOISTS/BEAMS SHALL BE SHOWN BY NOTING AND OPENING IN PLAN. FIELD JOISTS/BEAMS SHALL BE SHOWN BY NOTING AND OPENING IN PLAN. FIELD JOISTS/BEAMS SHALL BE SHOWN BY NOTING AND OPENING IN PLAN.
 2. ALL MATERIALS SHALL BE AS SHOWN, UNLESS OTHERWISE NOTED. TRIM AND HARDWARE SHALL BE AS SHOWN, UNLESS OTHERWISE NOTED.
 3. ALL MATERIALS SHALL BE AS SHOWN, UNLESS OTHERWISE NOTED. TRIM AND HARDWARE SHALL BE AS SHOWN, UNLESS OTHERWISE NOTED.
 4. ALL MATERIALS SHALL BE AS SHOWN, UNLESS OTHERWISE NOTED. TRIM AND HARDWARE SHALL BE AS SHOWN, UNLESS OTHERWISE NOTED.
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 6. ALL MATERIALS SHALL BE AS SHOWN, UNLESS OTHERWISE NOTED. TRIM AND HARDWARE SHALL BE AS SHOWN, UNLESS OTHERWISE NOTED.
- KEYED NOTES:**
- 1. NON-COMMERCIAL ALTERNATE WOOD TRUSS PER SECTION 0500
 - 2. CEILING JOIST USED AS WALKWAY PLATFORM
 - 3. DOUBLE 2x4 WOOD BEAM LVL
 - 4. LOAD BEARING WOOD WALL
 - 5. BEAM LVL WITH STEEL WALKWAY PER SECTION 0500

ENGINEERS: W.B. HINOJOSA
 DRAWING: A.T.
 DRAWN BY: T.B.
 JOB NO.: 12-124
 SHEET NO.: **52.2**

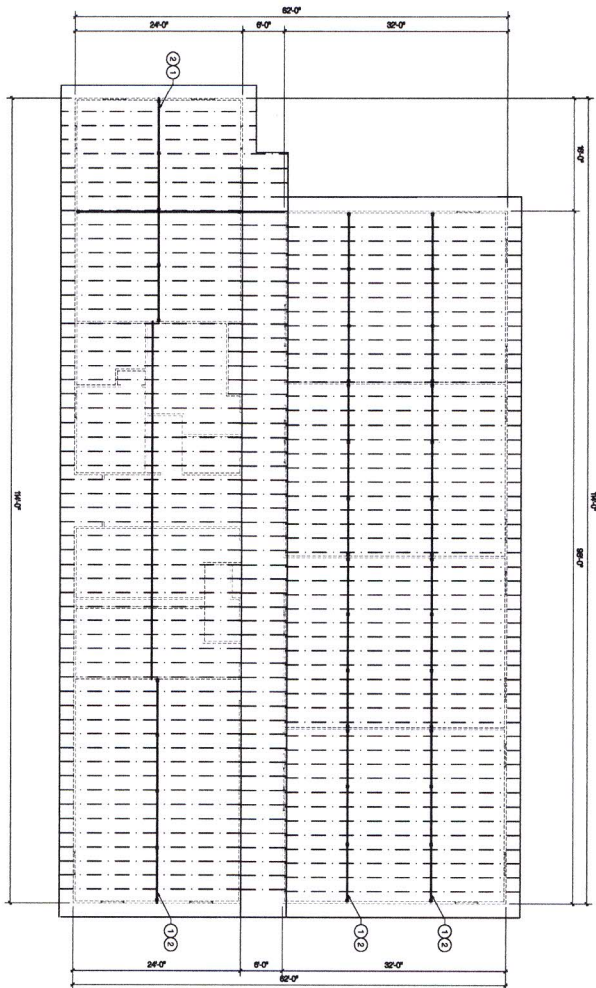
HINOJOSA ENGINEERING, INC.
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 (956) 581-0143 FAX: (956) 581-2074
 E-MAIL: HinojosaEng@att.net
 REGISTRATION NUMBER: F-608 EXPIRATION DATE: 06/30/2012

DATE: 03-27-12
 SCALE:
 REVISIONS:

HIDALGO COUNTY HEAD START PROGRAM ROOF SHORING & REPLACEMENT
 1208 PAULA DR. MISSION, TEXAS

PRELIMINARY - NOT FOR CONSTRUCTION

1 TEMPORARY SHORING
CEILING/ROOF FRAMING PLAN
SCALE: 1/8"=1'-0"



- RENOVATION NOTES**
1. VERIFY ALL DIMENSIONS AT THE SITE OF CONSTRUCTION. SHALL PROVIDE ALL DIMENSIONS OF EXISTING CONDITIONS IN CASE OF DISCREPANCIES. SHALL BE BUILT ON.
 2. VERIFY ALL DIMENSIONS OF EXISTING CONDITIONS IN CASE OF DISCREPANCIES. SHALL BE BUILT ON.
 3. VERIFY ALL DIMENSIONS OF EXISTING CONDITIONS IN CASE OF DISCREPANCIES. SHALL BE BUILT ON.
 4. VERIFY ALL DIMENSIONS OF EXISTING CONDITIONS IN CASE OF DISCREPANCIES. SHALL BE BUILT ON.
 5. VERIFY ALL DIMENSIONS OF EXISTING CONDITIONS IN CASE OF DISCREPANCIES. SHALL BE BUILT ON.
- KEYED NOTES**
1. REFER TO REFERENCE DETAIL 11198 SHORING JOINT TO WOOD SHIM
 2. CONNECTION BETWEEN STEEL BEAM 11 FROM SHORING JOINT TO WOOD SHIM
 3. WOOD SHIM CONNECTION
 4. SEE END SHORING BEAM REFER TO DETAIL 11201.1

DATE: 03-27-14
SCALE:
REVISIONS:

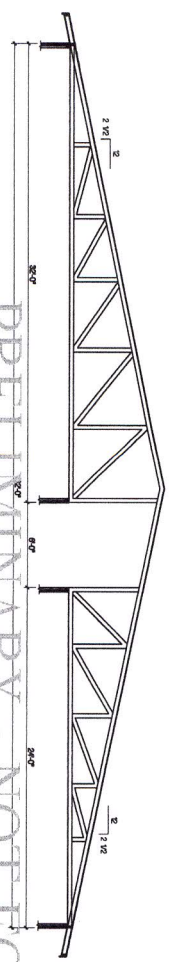
HIDALGO COUNTY HEAD START PROGRAM ROOF SHORING & REPLACEMENT
1208 PAULA DR. MISSION, TEXAS

HINOJOSA ENGINEERING, INC.
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REGISTRATION NUMBER: F-608 EXPIRATION DATE: 09/02/2012

DESIGNER: M.R. HINOJOSA
ENGINEER: A.T.
DRAWN BY: T.B.
JOB NO.: 12-134
SHEET NO.: S3.2

TRUSS SECTION

PRELIMINARY - NOT FOR CONSTRUCTION



<p>7</p> <p>WOOD TRUSS TO STUD WALL</p>	<p>8</p> <p>WOOD TRUSS AT END WALL</p>	<p>9</p> <p>SHORING DETAIL</p>	<p>10</p> <p>SHORING DETAIL</p>	<p>11</p> <p>SHORING JACK TO FLOOR</p>
<p>1</p> <p>SHORING DETAIL</p>	<p>2</p> <p>SHORING DETAIL</p>	<p>3</p> <p>SHORING DETAIL</p>	<p>4</p> <p>SHORING DETAIL</p>	<p>5</p> <p>SHORING DETAIL</p>
<p>6</p> <p>SHORING DETAIL</p>	<p>7</p> <p>SHORING DETAIL</p>	<p>8</p> <p>SHORING DETAIL</p>	<p>9</p> <p>SHORING DETAIL</p>	<p>10</p> <p>SHORING DETAIL</p>
<p>11</p> <p>SHORING DETAIL</p>	<p>12</p> <p>SHORING DETAIL</p>	<p>13</p> <p>SHORING DETAIL</p>	<p>14</p> <p>SHORING DETAIL</p>	<p>15</p> <p>SHORING DETAIL</p>

ENGINEER: M.R. AMOS
 DESIGNER: A.T.
 DRAWN BY: T.B.
 JOB NO.: 12-124
 SHEET NO.: SD1.1

HINOJOSA ENGINEERING, INC.
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 E-MAIL: HinojosaEng@aol.com
 REGISTRATION NUMBER: F-08 EXPIRATION DATE: 09/30/2012

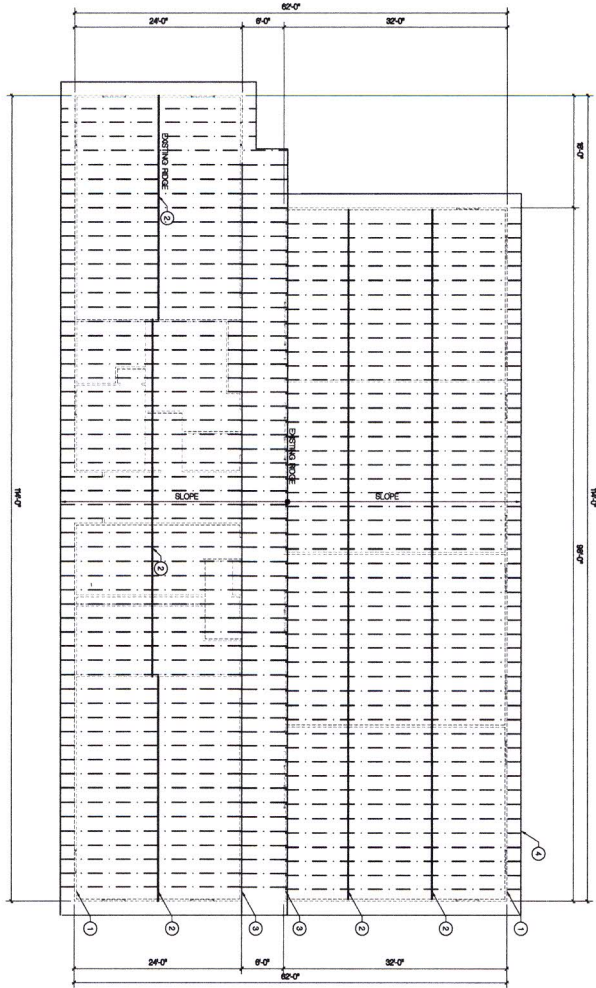
HIDALGO COUNTY HEAD START PROGRAM ROOF SHORING & REPLACEMENT
 1208 PAULA DR. MISSION, TEXAS

DATE: 04-27-12
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PRELIMINARY - NOT FOR CONSTRUCTION

EXISTING CURSORY
CEILING FRAMING PLAN
SCALE: 1/8"=1'-0"



- RENOVATION NOTES:**
1. ALL EXISTING CURSORY CEILING FRAMING SHALL BE REMOVED AT THE SITE OF CONSTRUCTION SHALL BE REMOVED.
 2. ALL EXISTING CURSORY CEILING FRAMING SHALL BE REMOVED AT THE SITE OF CONSTRUCTION SHALL BE REMOVED.
 3. ALL MATERIALS SUCH AS JOISTS, BEAMS, JOIST BRACING, TRUSS AND HANGERS SHALL BE REMOVED OR REPLACED BY THE OWNER OR ENGINEER.
 4. THE EXISTING CURSORY CEILING FRAMING SHALL BE REMOVED AT THE SITE OF CONSTRUCTION SHALL BE REMOVED AT THE SITE OF CONSTRUCTION.
 5. THE EXISTING CURSORY CEILING FRAMING SHALL BE REMOVED AT THE SITE OF CONSTRUCTION SHALL BE REMOVED AT THE SITE OF CONSTRUCTION.
- KEYED NOTES:**
- 1. WOOD BEAM
 - 2. VERTICAL BRACE FROM WOOD WALL TO ROOF RAFTERS
 - 3. STARTING JOIST
 - 4. EXISTING JOIST

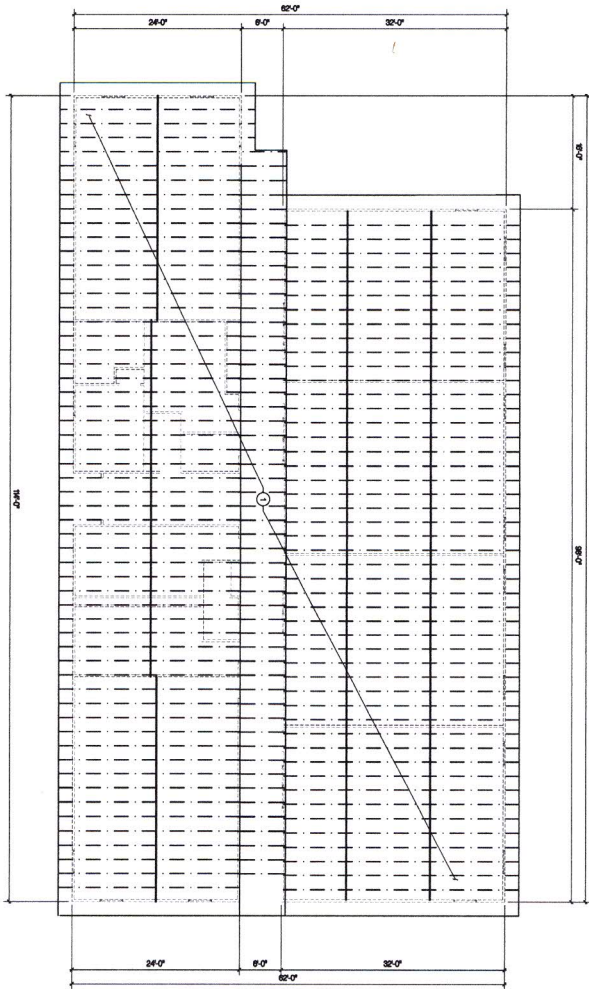
ENGINEER: M.R. HINOJOSA
DESIGNER: A.T.
DRAWN BY: T.B.
JOB NO.: 12-124
SHEET NO.:
S2.3

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(956) 581-0143 FAX: (956) 581-2074
E-MAIL: HinojosaEngInc@aol.com
REGISTRATION NUMBER: F-408 EXPIRATION DATE: 09/30/2012

HIDALGO COUNTY HEAD
START PROGRAM ROOF
SHORING & REPLACEMENT
1208 PAULA DR. MISSION, TEXAS

DATE: 03-27-12
SCALE:
REVISIONS:
1

PRELIMINARY - NOT FOR CONSTRUCTION



EXISTING CEILING/ROOF
FRAMING DEMOLITION PLAN
SCALE: 1/8"=1'-0"

DEMOLITION/RETEI NOTES:
1. REMOVE ALL EXISTING CEILING/ROOF FRAMING, CLADDING, PARTS

DESIGNER: W.B. HINOJOSA
DRAWN BY: T.B.
JOB NO.: 12-124
SHEET NO.: S4.1



HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
CIVIL ENGINEERING LAND SURVEYING
108 W. 18TH ST. MISSION, TEXAS
(956) 581-0143 FAX: (956) 581-2074
E-MAIL: HinojosaEng@hmail.com
REGISTRATION NUMBER: F-406 EXPIRATION DATE: 08/30/2012

HIDALGO COUNTY HEAD START PROGRAM ROOF SHORING & REPLACEMENT
1208 PAULA DR. MISSION, TEXAS

DATE: 03-27-12
SCALE:
REVISIONS:

DRAFT 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 « » day of « » in the year 2012«-»
(In words, indicate day, month and year)

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

County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539
(956)289-7850
as Grantee for
Hidalgo County Head Start Program
1901 West Highway 107
McAllen, Texas 78504
County of Hidalgo
2812 S. Business Hwy 281
Edinburg, Texas 78539

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

« »« »
« »
« »
« »

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

«Template H» Palmview III Roof Replacement relocation Project Palmview, Texas

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

Hinojosa Engineering, Inc. Dannenbaum Engineering Company
108 W. 18th Street 1109 Nolana Loop, Suite 208
Mission, McAllen, Texas 78572 04
(956) 581-0143 682-3677

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

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.)

« »

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 of this Article 3 above, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. Owner and Contractor 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, Hundred Dollars (\$.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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§ 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 « » (~~296~~) days from the date of commencement, 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 « » (\$ « »), 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.)

Item	Units and Limitations	Price Per Unit (\$ 0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Betterment Allowance	Price
TOTAL AMOUNT		

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. 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.

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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 and reviewed by the Construction Manager (as such term is hereinafter defined), as evidenced by the Construction Manager's signature, 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 fifth~~ day following approval by ~~Commissioners Court~~, 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.
(Federal, state or local laws may require payment within a certain period of time.)

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§ 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 Owner, Construction Manager, and Architect may require. This schedule, unless objected to by the Architect or the Owner and Construction Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment. For purposes of this Agreement "Construction Manager" is defined as Centennial Contractors Enterprises, Inc. Prodigy Construction Management, LLC.

§ 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 («»%)~~. 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, 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» («%»)~~;
- .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, as modified by Owner and attached hereto as Exhibit "C";

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§ 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 Construction Manager and 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, as modified by Owner and attached hereto as Exhibit "C";

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§ 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 ← →

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§ 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. The Architect may not issue the final Certificate for Payment until it has been reviewed by the Construction Manager and approved by the Owner.

§ 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 **and, or as follows: upon acceptance by the OWNER Owner, and ARCHITECT Architect, and after satisfactory evidence has been given by the CONTRACTOR Contractor, that all his bills have been paid and the entire project is free from liens.**

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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

[« X »] 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)

Hidalgo County Commissioner's Court and _____, as referenced in the AIA A201-2007 General Conditions, as modified by the Owner in Section 2.1.1, as authorized representatives.

« »
« »
« »
« »
« »
« »

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

« »
« »
« »
« »
« »
« »

§ 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, 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, as modified by Owner and attached hereto as Exhibit “C”.

§ 9.1.3 The Supplementary and other Conditions of the Contract: Not Applicable.

Document	Title	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« »

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

« »

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

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 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.)

- 1 Exhibit ‘A’ Bid Form and Addendums from
 - 2 Exhibit ‘B’ Project Manual (Specifications)
 - 3 Exhibit ‘C’ – AIA A-201-2007, as modified by the Owner.
 - 4 Exhibit ‘D’ Notice to Proceed
 - 5 Exhibit ‘E’ Certificate of Insurance
 - 6 Exhibit ‘F’ Performance and Payment Bonds
- Bid Form from
Project Manual
Addendums

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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, 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, as modified by Owner and attached hereto as Exhibit "C").

Type of insurance or bond

Limit of liability or bond amount (\$ 0.00)

This Agreement entered into as of the day and year first written 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.

OWNER (Signature)

By: Ramon Garcia, County Judge

(Printed name and title)

APPROVED AS TO FORM:

(Signature)

By: Stephenv L. Crain

(Printed name and title)

CONTRACTOR (Signature)

By: < >> >

(Printed name and title)

ATTEST:

(Signature)

By: Arturo Guajardo Jr., County Clerk

(Printed name and title)

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