

Alcocer Garcia Associates, Inc.

1333 E. Jasmine Ave McAllen, Texas 78501 Off. 956-618-2007 Fax. 956-618-2008

December 12, 2013

Evangelina Garcia
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539


Re: Hidalgo County Pct. 1 Constable's Building, Weslaco Texas
Contractor: Holchemont, LLC

Dear Ms Garcia,

Attached is a copy of the contractor's insurance premium invoice in the amount of \$ 1,593.00. This is the cost of extending the contractor's Builders Risk insurance coverage. Due to the time delay in the installation of the public water and electrical service for the building, the contractor was unable to complete his work according to the original schedule.

Based on these circumstances beyond the control of the contractor, we recommend that the County approve a reimbursement to the contractor in the amount of the insurance premium cost of 1, 593.00. This will provide coverage through completion of any pending items that the contractor may have to do up to final acceptance of the project.

Sincerely,


George A. Garcia,
Project Architect

encl



PREMIUM INVOICE

Policy No:	BR71301859-001
Invoice Date:	Jul 26, 2013
Due Date:	Aug 10, 2013

For Policy Service or Information, Contact:

Producer # ZU10186575
 IBC INSURANCE AGENCY, INC.
 PO BOX 39790
 SAN ANTONIO TX 78218-6790
 Phone: 210-646-9870

Policyholder:
 HOLCHEMONT LLC

Mail To:
 HOLCHEMONT LLC
 900 N MAIN ST
 MCALLEN, TX 78501-4327

D01089130001155 - CRE

For Billing Inquiries:
 Visit our secure website at
 ZBILL.USASSURE.COM
 or
 Call 855-872-7787

RECEIVED
 JUL 30 REC'D
 BY: _____

See reverse side for additional information.

Prior Balance Including Fees	Premium & Fees	Payments & Adjustments	Minimum Due	Payment In Full
\$0.00	\$1,593.00	\$0.00	\$397.00	\$1,593.00
Transaction Date	Description		Transaction Amount	Minimum Due
Jul 25, 2013	Zurich Builders Risk Small Commercial - Renewal - Premium	Aug 06, 2013- Aug 06, 2014	\$1,593.00	\$397.00
			Minimum Amount Due	\$397.00

Detach Here

Please return this portion of the statement with your remittance.

To make an electronic payment, visit our secure website at
 ZBILL.USASSURE.COM

Policy No:	BR71301859-001
Invoice Date:	Jul 26, 2013
Due Date:	Aug 10, 2013
Payment in Full:	\$1,593.00
Minimum Due:	\$397.00

Amount Enclosed : \$ _____

Check if change of address included on reverse side

Policyholder Name & Address:

HOLCHEMONT LLC
 900 N MAIN
 MCALLEN TX 78501

Mail Payment To:

US ASSURE, INC. (ZU)
 PO BOX 935597
 ATLANTA GA 31193-5597



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§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or

Zimbra

evangelina.garcia@co.hidalgo.tx.us

RE: Hidalgo Co. Precinct 1 - Change Request**From :** Debra L. Goetz <dgr@atlashall.com>

Wed, Sep 18, 2013 05:50 PM

Subject : RE: Hidalgo Co. Precinct 1 - Change Request

1 attachment

To : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>**Cc :** 'Steve Crain' <scrain@atlashall.com>, 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Marty,

We reviewed the contract and while there is not a provision that specifically references the county covering insurance expenses, section 14.3 does provide for adjusting the contract sum for delays by the county. We believe the amount in question would be paid pursuant to this provision.

Please let us know if you have any additional questions.

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dgr@atlashall.com



Atlas Hall
Rodriguez

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