

Herrcon

1333 E. Jasmine Ave. - McAllen, TX 78501



JOC: 464-14

Payment Application #: 1

6/17/2015

CLIENT: Hidalgo County
Juvenile Probation Department
1001 N. Doolittle Rd., Edinburg, TX

PO 725451

	<u>Included</u>
1 Invoice/Payment Application	X
2 Purchase Order Copy	X
3 Progress/Final Release of Lien	X
4 Bond Copy	X
5 Substantial Completion	X
6 Schedule of Values	N/A
7 Wage Reports	N/A

Submitted to: Mr. Oscar Garza
Hidalgo County Purchasing
2812 S. Bus 281
Edinburg, TX

Please contact the following with questions regarding this application:

Gilbert Herrera 956-330-5566
1333 E. Jasmine Ave., Ste. B
McAllen, TX 78501

Herrcon

1333 E. Jasmine Ave. - McAllen, TX 78501



Payment Application # 1

CLIENT: Hidalgo County June 17, 2015
DEPARTMENT: Juvenile Probation Department
ADDRESS: 1001 N. Doolittle Rd., Edinburg, TX 78540 PO: 725451
PROJECT NAME: Weslaco Juvenile Camp Fence Project
PROJECT ADDRESS: 1711 N. Bridge Rd., Weslaco, TX 78596

ORIGINAL CONTRACT AMOUNT:		\$	<u>30,429.08</u>
ADJUSTMENTS +/-:			
	+/-	\$	
	+/-	\$	
ADJUSTED CONTRACT AMOUNT		\$	<u>30,429.08</u>
WORK COMPLETE TO DATE:		\$	<u>30,429.08</u>
LESS CONTRACT RETAINAGE:	-	\$	
AMOUNT ELIGIBLE FOR CONSTRUCTION DISTRIBUTION		\$	<u>30,429.08</u>
LESS PREVIOUS PAYMENTS			
	<u>\$0.00</u>	-	
	<u>\$0.00</u>	-	\$ 0.00
AMOUNT FOR DISBURSEMENT		\$	<u>30,429.08</u>

HERRCON, LLC

Dillon Herron 6/17/15

SIGNATURE

DATE

Initial Delivery Order Request Calculation Criteria:

Facility & Commercial Renovation, Unit, Repair & Remodeling, McAllen, Year 2015 Qtr 1



Purchase Order COUNTY OF HIDALGO

PO# 725451

DATE: 05/08/15

PAGE NO: 1 OF 1

PO TYPE:

VENDOR: 433357

REQ: 00276638

PHONE: (956)330-5566

EMAIL: gherrera1@rgv.vv.com

SHIP TO: JUVENILE PROBATION DEPT.

1001 NORTH DOOLITTLE
EDINBURG TX 78540-0267

HERRCON, LLC
1333 E. JASMINE AVE., STE. B
MCALLEN TX 78501

CONTACT:

SITE: JUVENILE PROBATION

CONTRACT NO: BUYBOARD 464-14

SPECIAL INSTRUCTIONS:

VENDOR NOTES:

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice with Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		BUYBOARD JOC 464-14 EXPIRES 11/30/2018 ***MODIFICATIONS TO EXISTING PERIMETER CHAIN LINK FENCE***		
1.50	EACH	CO DIVISION 01 GENERAL REQUIREMENTS-FIELD PERSONNEL, SUPERINTENDENT, MAXIMUM	3,925.00	5,887.50
1.00	LOT	CO DIVISION 02 EXISTING CONDITIONS-FENCE DEMOLITION, REMOVE BARBED WIRE, ETC	5,880.74	5,880.74
1.00	LOT	CO DIVISION 05 METALS - SELECTIVE METALS DEMOLITIONS, ETC	659.52	659.52
1.00	LOT	CO DIVISION 32 EXTERIOR IMPROVEMENTS-CHAIN LINK FENCES & GATES, CHAIN LINK, GALVANIZED STEEL, BARBED WIRE, ETC.	21,256.95	21,256.95
1.00	EACH	CO COMPETITIVE BID COEFFICIENT CHOICE FACILITIES 0.89	-3,705.32	-3,705.32
1.00	EACH	CO PAYMENT BOND	449.69	449.69
		TOTAL:		30,429.08
		***** For Hidalgo County use only 5-1295-423-00-330-028-0-740		30,429.08

Authorized by: _____

Martha Salazar

Handwritten initials/signature

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Hidalgo County Juvenile Boot Camp Fence Project

On receipt by the signer of this document of a check from Hidalgo County in the sum of \$30,429.08 payable to Herrcon, LLC and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Hidalgo County located at 1711 N. Bridge, Weslaco, TX.

This release covers the final payment to the signer for all labor, services, equipment or materials furnished to the property.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver and release.

Company Name: Herrcon, LLC
1333 E. Jasmine Ave., Ste. B
McAllen, TX 78501

Signature: 

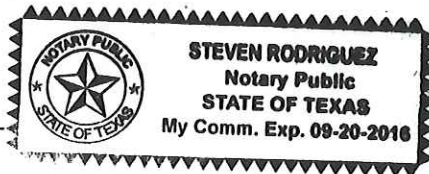
Printed Name: Gilbert Herrera

Title: President

SUBSCRIBED AND SWORN TO before me this 17th day of June, 2015


Notary Public

My Commission Expires: 9-20-2016



CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Hidalgo County – Sheriff Dept. X-Ray Unit

On receipt by the signer of this document of a check from Herrcon, LLC in the sum of \$13,948.00 payable to Hurricane Fence Co. and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Hidalgo County located at 1711 N Bridge, Weslaco, TX 78596.

This release covers the final payment to the signer for all labor, services, equipment or materials furnished to the property.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver and release.

Company Name: Hurricane Fence Co
3440 Spur 54, Harlingen, TX
Harlingen, TX 78552

Signature: 

Printed Name: Roy E. Garrison III

Title: PRESIDENT

SUBSCRIBED AND SWORN TO before me this 17th day of June, 2015


Notary Public

My Commission Expires: 11/30/2015





INSCO INSURANCE SERVICES, INC.
 Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
 17771 Cowan, Suite 100 • Irvine, California 92614
 (949) 263-3300 Phone • (800) 251-1955 Fax
 www.InscoDico.com

(PAYMENT BOND - TEXAS PUBLIC WORK)

PAYMENT BOND

STATE OF TEXAS

§
§
§

Bond No.: 461139P

COUNTY OF Hidalgo

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Herrera & Hunt, Inc.,
 of the City of Alamo, County of Hidalgo
 and State of Texas, as principal,
 and Developers Surety and Indemnity Company, a corporate surety
 authorized to act as surety on bonds for Principal, are held and firmly bound onto
Hidalgo County
 _____ (Owner), in the penal sum
 of Sixty Three Thousand Eight Hundred Fifty Two and 85/100*** DOLLARS
 (\$ 63,852.85), we bind ourselves, our heirs, executors, administrators, successors and assigns,
 jointly and severally, firmly by these presents:

WHEREAS, the Principal did, on the 18th day of December,
20 14, make and enter into a written contract with Owner for
Hidalgo County Juvenile Boot Camp

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


NOW, WHEREFORE, a condition of this obligation is such that, if said Principal shall pay all subcontractors and suppliers furnishing labor, material, equipment and/or services to Principal or its subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect. The total amount of the surety's liability under this bond shall in no event exceed the penal sum hereof;

PROVIDED, HOWEVER, that this bond is executed pursuant to and in strict performance with the provisions of Chapter 2253, Texas Government Code, as most recently amended, and all liabilities under this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this
30th _____ day of December _____, 2014

PRINCIPAL:

Herrera & Hunt, Inc.

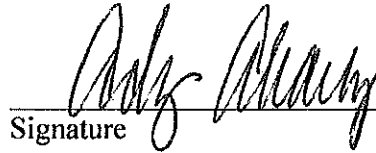


Signature

Gilbert Herrera, President
Name and Title

SURETY:

Developers Surety and Indemnity Company



Signature

Andy Alvarez, Atty-in-Fact
Name and Title

Authorized Representative (Name and Title)

956-330-5566
Phone Number

By: _____
Signature of Authorized Representative

IMPORTANT NOTICE

AVISO IMPORTANCE

To obtain information or make a complaint:

Para obtener informacion o para someter una queja:

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

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

1-800-782-1546

1-800-782-1546

You may also write to the Surety at:

Usted tambien puede escribir a Surety at:

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

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

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

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

1-800-252-3439

1-800-252-3439

You may write the Texas Department of Insurance at:

Puede escribir al Departamento de Seguros de Texas

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

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

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

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

E-mail: ConsumerProtection@tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

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

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

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

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



InscO Insurance Services, Inc.
Underwriting Manager for:
Developers Surety and Indemnity Company • Indemnity Company of California
17771 Cowan, Suite 100
Irvine, CA 92614
1-800-782-1546
www.InscODico.com

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

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

Andy Alvarez, Phil Young, Dewey Young, jointly or severally

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

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

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

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

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

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



State of California
County of Orange

On November 21, 2013 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

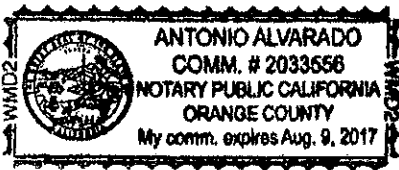
personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Antonio Alvarado*
Antonio Alvarado, Notary Public



Place Notary Seal Above

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, this 30th day of December, 2014

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

