

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 «25th» day of «July» in the year «2017»
(In words, indicate day, month and 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)

NM Contracting LLC, a Texas limited liability company
2022 Orchid Ave.
McAllen, Texas 78504

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

Hidalgo County Precinct No. 2 County Wide Service Shop
4011 S. Veteran Blvd.
San Juan, Texas 78589

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

Nassri-Warren Group Architects, Inc., a Texas corporation, also doing business as The Warren Group Architects, Inc.
1801 South 2nd Street, Ste. 330
McAllen, Texas 78503

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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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.)

The date of commencement shall be the date specified in a notice to proceed, the form of which is attached hereto as Exhibit "D", to be given by Owner to Contractor.

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 this Article 3, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving 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 One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in this Article 3 for Substantial Completion until the work is substantially complete.

§ 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 and twenty » («220 ») 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 Section 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 «one million one hundred eighty thousand three hundred dollars and zero cents » (\$ «1,180,300.00 »), 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.)

«Alternate No. 1-Remove hoist on existing facility, transport and install at new Service Shop Building;
Alternate No. 2-Paving (and concrete curbs and wheel stops);
Alternate No. 3-Water line;
Alternate No. 4-Onsite sewage facility; and
Alternate No. 5-Drainage/Storm Sewer. »

§ 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	Price
Power Allowance (This allowance is shown on Addendum No. 5, which is part of Exhibit "A" attached hereto)	\$40,000.00

§ 4.5 Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of Owner does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then Owner may terminate this Contract upon ninety (90) days written notice to Contractor. 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 Owner 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 <<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 Owner and the Architect may require. This schedule, unless objected to by the Architect or the Owner, 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 <<ten >> percent (<<10 >> %). 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;
- .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 <<ten >> percent (<<10 >> %);
- .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.

§ 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.

§ 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, 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 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 upon acceptance by the Owner, and Architect and after satisfactory evidence has been given by the Contractor that all Contractor's 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, 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 All references in this Agreement to AIA Document A201-2007 (including to the A201, the A201-2007, and the general conditions), shall mean to the modified A201-2007 attached hereto as Exhibit "C". 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.)

«The legal rate established by the Texas Government Code, currently Section 2251.025, as amended.» « »

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

«Armando Garza, Jr., Chief Administrator »
«Hidalgo County Precinct No. 2 »
«300 W Hall Acres, Suite G »
«Pharr, Texas 78577»
« and Hidalgo County Commissioner’s Court, as referenced in Section 2.1.1 of AIA Document A201-2007. »

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

«Noel Munoz, Jr., President »
«NM Contracting LLC.»
«2022 Orchid Ave »
«McAllen, Texas 78504»
«Tel.: (956) 631-5667 »

§ 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.

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
«Not Applicable »			

§ 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.)

<< The drawing is included with the Project Manual, which is attached hereto as Exhibit “B”. >>

Number	Title	Date
<< >>		

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	02/17/17	5
2	02/21/17	3
3	05/15/17	167
4	06/02/17	18
5	06/05/17	7

The addenda are attached hereto as part of Exhibit “A”. 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, 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 Addenda
2. Exhibit “B” Project Manual (Specifications) and Drawing
3. Exhibit “C” AIA Document A201-2007, General Conditions of the Contract for Construction, as modified by the Owner
4. Exhibit “D” Form of Notice to Proceed
5. Exhibit “E” Certificate of Insurance
6. Exhibit “F” Performance and Payment Bonds

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. The initial insurance certificates and the bonds are attached hereto as Exhibits E and F, respectively. *(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.*

This Agreement entered into as of the day and year first written above and is executed in three (3) originals 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

NM CONTRACTING LLC

«By: »

OWNER *(Signature)*
«Ramon Garcia, County Judge »« »

(Printed name and title)

«By: »

CONTRACTOR *(Signature)*
«Noel Munoz, Jr., President »« »

(Printed name and title)

**APPROVED AS TO FORM FOR COUNTY:
ATLAS, HALL & RODRIGUEZ, LLP**

ATTEST:

«By: »

OWNER *(Signature)*
«Stephen L. Crain »« »

(Printed name and title)

«By: »

CONTRACTOR *(Signature)*
«Arturo Guajardo Jr., County Clerk »« »

(Printed name and title)

EXHIBIT A

to

Agreement dated July 25, 2017 between
Hidalgo County and NM Contracting LLC
(Hidalgo County Precinct No. 2 County Wide Service Shop)

Bid Form and Addenda



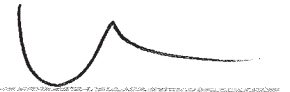
DOCUMENT 00 41 13
BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

OPENED
9:49 6-1-17

1.1 BID INFORMATION

- A. Bidder: NM Contracting, LLC
- B. Project Name: Hidalgo County Pct. 2 County Wide Service Shop.
- C. Project Location: 4011 S. Veterans Blvd.,
San Juan, Texas 78589
- D. Owner: County of Hidalgo
2812 S. Business Highway 281
Edinburg, Texas 78539
- E. Architect: Laura Nassri Warren, AIA/Principal, The Warren Group Architects, Inc.,
1801 S. 2nd Street, Suite 330, McAllen, Texas 78503.
- F. Architect Project Number: 1341501.

Witnessed



1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by The Warren Group Architects, Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. One million Thirty Thousand Dollars Dollars
(\$ 1,030,000).

2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004323 "Alternates Form."

1.3 BID GUARANTEE

- A. A Bid Bond is required by Owner.

1.4 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. General Conditions:

NM Contracting, LLC

2. Site Work:

Total Commitment Construction

3. Masonry Work:

N/A

4. Structural Steel Work:

Strong Structural Steel

5. Masonry Work:

N/A

6. Roofing Work:

Tadco Roofing

7. Plumbing Work:

Padron Plumbing

8. HVAC Work:

Continental Refrigeration

9. Electrical Work:

Longoria's Electric

1.5 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 150 calendar days.

1.6 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 02/17/17.
2. Addendum No. 2, dated 02/21/17.
3. Addendum No. 3, dated 05/15/17.
4. Addendum No. 4, dated 06/02/17.
5. Addendum No. 5, dated 06/05/17.

1.7 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
1. Bid Form Supplement - Instructions to Bidders (AIA Document A701).
 2. Bid Form Supplement - CSI Form 1.5C Substitution Request

1.8 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of Texas and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 DOCUMENT CONTINUES

1.10 SUBMISSION OF BID

Respectfully submitted this 7th day of June, 2017.

Submitted By: NM Contracting, LLC
(Name of bidding firm or corporation)

Authorized Signature: 
(Handwritten signature)

Signed By: Noel Munoz, Jr
(Type or print name)

DOCUMENT 00 43 23
ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: NM Contracting, LLC .
- B. Prime Contract: Noel Munoz, Jr. .
- C. Project Name: Hidalgo County Pct. 2 County Wide Service Shop
- D. Project Location: 4011 S. Veterans Blvd., San Juan, Texas 78589
- E. Owner: County of Hidalgo
South Business Highway 281, Suite D
Edinburg, Texas 78539
- F. Architect: Laura Nassri Warren, AIA/Principal, The Warren Group Architects, Inc.,
1801 S. 2nd Street, Suite 330, McAllen, Texas 78503.
- G. Architect Project Number: 1341501.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
 - 1. Cost-Plus-Fee Contract: Alternate price given below includes adjustment to Contractor's Fee.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.

- F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

- A. **Alternate No. 1: General Contractor to offer add cost alternate to provide as separate item the following: Remove hoist on existing facility, transport and install at new Service Shop Building.**

1. ADD DEDUCT ___ NO CHANGE ___ NOT APPLICABLE ___.
2. Eighteen Thousand Four Hundred Dollars Dollars
(\$ 18,400.00).
3. ADD DEDUCT ___ calendar days to adjust the Contract Time for this alternate.
14 DAYS

Alternate No. 2: General Contractor to offer add cost alternate to provide as separate item the following: Paving (and concrete curbs and wheel stops).

4. ADD DEDUCT ___ NO CHANGE ___ NOT APPLICABLE ___.
5. One Hundred Thirteen Thousand Two Hundred Dollars Dollars
(\$ 113,200.00).
6. ADD DEDUCT ___ calendar days to adjust the Contract Time for this alternate.
14 DAYS

Alternate No. 3: General Contractor to offer add cost alternate to provide as separate item the following: Water Line.

1. ADD DEDUCT ___ NO CHANGE ___ NOT APPLICABLE ___.
2. Six Thousand Five Hundred Dollars Dollars
(\$ 6,500.00).
3. ADD DEDUCT ___ calendar days to adjust the Contract Time for this alternate.
14 DAYS

OPENED
9:496-7-11

Witnessed

Alternate No. 4: General Contractor to offer add cost alternate to provide as separate item the following: Onsite sewage facility.

1. ADD DEDUCT ___ NO CHANGE ___ NOT APPLICABLE ___.
2. Four Thousand Two Hundred Dollars Dollars
(\$ 4,200.00).
3. ADD DEDUCT ___ calendar days to adjust the Contract Time for this alternate.
14 DAYS

Alternate No. 5: General Contractor to offer add cost alternate to provide as separate item the following: Drainage/Storm Sewer.

1. ADD DEDUCT ___ NO CHANGE ___ NOT APPLICABLE ___.
2. Eight Thousand Dollars Dollars
(\$ 8,000.00).
3. ADD DEDUCT ___ calendar days to adjust the Contract Time for this alternate.
14 DAYS

Alternate No. 6: General Contractor to offer add cost alternate to provide as separate item the following: A new hoist to be equal to Jet 10 Ton hand chain hoist with 15' lift and double girder overhead crane to fit crane support. Ref. Structural Drawings.

1. ADD DEDUCT ___ NO CHANGE ___ NOT APPLICABLE ___.
2. Ninety Four Thousand Four Hundred Dollars Dollars
(\$ 94,400.00).
3. ADD DEDUCT ___ calendar days to adjust the Contract Time for this alternate.
14 DAYS

OPENED

9-19-14-7-14

Witnessed



1.5 SUBMISSION OF BID SUPPLEMENT

Respectfully submitted this 7th day of June, 2017.

Submitted By: NM Contracting, LLC
(Name of bidding firm or corporation)

Authorized Signature: 
(Handwritten signature)

Signed By: Noel Munoz, Jr.
(Type or print name)

Title: President
(Owner/Partner/President/Vice President)

END OF DOCUMENT

EXHIBIT B

to

Agreement dated July 25, 2017 between
Hidalgo County and NM Contracting LLC
(Hidalgo County Precinct No. 2 County Wide Service Shop)

AIA Document A201-2007 General Conditions of the Contract for Construction, as revised



EXHIBIT C

to

Agreement dated July 25, 2017 between
Hidalgo County and NM Contracting LLC
(Hidalgo County Precinct No. 2 County Wide Service Shop)

Project Manual (Specifications) and Drawing

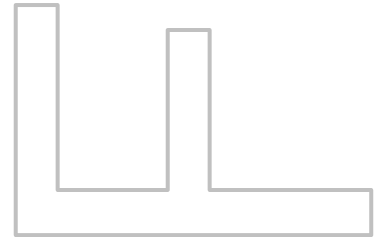
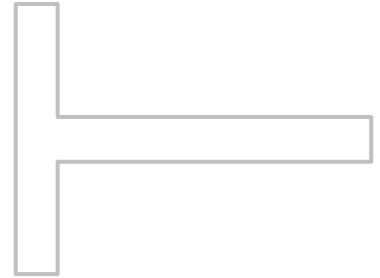


EXHIBIT D

to

Agreement dated July 25, 2017 between
Hidalgo County and NM Contracting LLC
(Hidalgo County Precinct No. 2 County Wide Service Shop)

Form of Notice to Proceed



EXHIBIT E

to

Agreement dated July 25, 2017 between
Hidalgo County and NM Contracting LLC
(Hidalgo County Precinct No. 2 County Wide Service Shop)

Certificate of Insurance



EXHIBIT F

to

Agreement dated July 25, 2017 between
Hidalgo County and NM Contracting LLC
(Hidalgo County Precinct No. 2 County Wide Service Shop)

Performance and Payment Bonds



Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
(610) 617-7900

TEXAS STATUTORY PAYMENT BOND
(Public Works)

Bond No.: PB11509801136

KNOW ALL MEN BY THESE PRESENTS:

THAT, NM CONTRACTING LLC , 2022 Orchid Avenue , McAllen, TX 78504 (hereinafter called the Principal), as principal, and Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004, a corporation organized and existing under the laws of the State of Pennsylvania, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Hidalgo County , 2802 South Business Hwy 281 , Edinburg, TX 78539 (hereinafter called the Obligee), in the amount of ONE MILLION ONE HUNDRED EIGHTY THOUSAND THREE HUNDRED AND 00/100 Dollars (\$1,180,300.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 25th day of July , 2017 for Hidalgo County Precinct No. 2 County Wide Service Shop , which contract is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations 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 13th day of July , 2017 .

Principal: NM CONTRACTING LLC

By: 

Surety: Philadelphia Indemnity Insurance Company

By: 
Fred A. Thetford, III , Attorney-in-Fact

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
(610) 617-7900

TEXAS STATUTORY PERFORMANCE BOND
(Public Works)

Bond No.: PB11509801136

KNOW ALL MEN BY THESE PRESENTS:

THAT, NM CONTRACTING LLC , 2022 Orchid Avenue , McAllen, TX 78504 (hereinafter called the Principal), as principal, and Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004, a corporation organized and existing under the laws of the State of Pennsylvania, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Hidalgo County , 2802 South Business Hwy 281 , Edinburg, TX 78539 (hereinafter called the Obligee), in the amount of ONE MILLION ONE HUNDRED EIGHTY THOUSAND THREE HUNDRED AND 00/100 Dollars (\$1,180,300.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

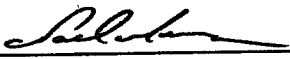
WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 25th day of July , 2017 for Hidalgo County Precinct No. 2 County Wide Service Shop , which contract is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work required by the Contract then this obligation shall be null and void; otherwise to remain in full force and effect;


PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations 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 13th day of July , 2017 .

Principal: NM CONTRACTING LLC

By: _____


Surety: Philadelphia Indemnity Insurance Company

By: _____

Fred A. Thetford, III , Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Jared Young, Fred A. Thetford, Jr., Tobin Tucker, Tom Young and Fred A. Thetford, III of Contract Bond Agency, LLC., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

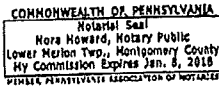
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14TH DAY OF NOVEMBER, 2016.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of July, 20 17.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

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

1-877-438-7459

You may also write Philadelphia Indemnity
Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety

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

1-800-252-3439.

You may write the Texas Department of
Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: 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.

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

ADVISO IMPORTANTE

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

1-877-438-7459

Usted tambien puede escribir a Philadelphia
Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety

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

1-800-252-3439

Puede escribir al Departamento de Seguros
de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

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

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