

Req. 367640

# Hidalgo County Sheriff's Office

Restrooms Privacy Shields (Partitions) at the Adult Detention Center  
 Awarded Vendor: Hunt & Woodruff Construction LLC

	Cost Per Unit	# of Units	Total
Project Specific General Liability	\$ 1.75	970.00	\$ 1,697.50
Project Specific Worker's Compensation	\$ 7.85	250.00	\$ 1,962.50
Job Site Superintendent	\$ 47.25	82.40	\$ 3,893.40
Job Travel	\$ 0.60	850.00	\$ 510.00
Mobilization Direct Job Costs	\$ 676.50	2.00	\$ 1,353.00
<b>01. General Requirements, Direct</b>			
<b>Project Job Overhead Costs</b>			<b>\$ 9,416.40</b>
Removal of Existing Privacy Screens	\$ 118.25	87.00	\$ 10,287.75
Delivery of Privacy Screens	\$ 106.30	87.00	\$ 9,248.10
Shop Fabricate Privacy Screens	\$ 58,464.00	1.00	\$ 58,464.00
High Quality Paint Finish	\$ 37.00	87.00	\$ 3,219.00
Anchoring	\$ 17.35	87.00	\$ 1,509.45
<b>02. Existing Conditions</b>			<b>\$ 82,728.30</b>
Project Subtotal			\$ 92,144.70
5.00% Overhead			\$ 4,607.24
0.00% Contingency			\$ -
10.00% Profit			\$ 9,214.47
Estimate Total			\$ 105,966.41
P&P Bonds 2.5%			\$ 2,649.16
Permits and Fees 3%			\$ 3,178.99
<b>PROJECT TOTAL COST</b>			<b>\$ 111,794.56</b>



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# Hunt and Woodruff Construction Co. LLC

*Open Book Job Order Contracting Program Providers*

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## Hidalgo County Sheriff Department

Hidalgo County Detention Center  
711 El Cibolo Rd  
Edinburg Texas

**Privacy Screens Removal of Existing  
and  
Installation of New Privacy Screens  
87 each**

**Scope of Work (SOW)**





## Hunt and Woodruff Construction Co. LLC.

*Open Book Job Order Contracting Program Provider*

5. Contractor shall coordinate all construction scheduling to complete project within contract scheduled duration. Production time lost due to restricted access and or lock downs, shall be added to the schedule duration.
6. Contractor shall coordinate all intentional outages with County Construction Manager and Sheriff Department two days in advance of such an event to minimize inconveniences. Notify Fire Marshall, Construction Manager and Sheriff Dept. in writing 5-day notice of any possible Life Safety Equipment Outages. **We do not anticipate any outages at this time.**
7. Contractor shall prepare for and with the Sheriff's Dept. all required forms, applications and plans for Texas Commission on Jail Standards approval. Do not commence any work until proper TCJS approvals are obtained and delivered to the County Construction Manager and Sheriff's Dept.

**Sustainability Options:** It is understood there are no Sustainability Options applicable to this project.

### **TECHNICAL PLAN:**

Asbestos and lead paint inspection and testing shall be conducted by independent laboratory and is to be ordered and paid for by County. No work may begin without this report and test results are available. We shall coordinate the onsite testing with lab.

This project requires the careful removal of existing Metal Privacy Screens. Removal of existing privacy screens shall be properly and safely unattached at the wall connections. Use of a power metal cut off blade will be required, and this will generate considerable noise and sparks, however, it should be brief in nature. **Note: workers performing this work are to have all appropriate safety gear, respirator, hard hat, gloves, safety goggles, welder's slag and spark mat, as well as a certified fire extinguisher within immediate reach of worker.** Cover metal cutting activity from view of others and prevent slag or sparks from traveling through the air.

Remove the existing privacy screen in tack one piece from the facility, using a pneumatic rubber tire custom made dolly for transporting min of four (4) privacy screens in one move, protecting existing facility from damage. Cover Privacy Screens with a padded moving mat to keep out of view of inmates. Coordinate all transport of workers and materials with the Sheriff Dept.

**NOTE:** *Before any work may begin the following inspections and verifications shall be performed by the contractor and written results provided to County Construction Manager and appropriate craftsmen crews.*

1. Precise measurements for each individual existing privacy screens.



# Hunt and Woodruff Construction Co. LLC.

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2. Precise measurements for new privacy screen to each individual new privacy screens.
3. Identify, inspect for structural integrity, layout precise attachment points to match the new attachments points on new privacy screens.
4. Contractor shall produce precise dimensional Shop Drawings of new privacy screens for County Construction Manager review and approval.
5. Provide a written means and methods plan and schedule for approval.
6. Proposed schedule for prefabrication due diligence allow 14 days.
7. Proposed schedule for shop drawing approvals 5 days.
8. Shop Fabrication time 6 to 8 weeks.
9. Fasteners submittal approval. By CM and Sheriff Dept. (issue that the existing fasteners and their attachment may cause structural concerns and may need to be designed in layout differently than the existing, use of chemical and mechanical anchors may be used.)
10. Installation schedule. We have calculated that a two-man crew with experience can remove existing privacy @ four (4) units a day, deliver and transport four (4) new privacy screens to each work area, repair attachment areas as required, install 4 new privacy screens in the same day. Clean and touch up as required.
11. We recommend that we start installation of privacy screens once there are at least 20 shop fabricated units ready for delivery.

## WORK INSIDE DETENTION CENTERS

1. Two Weeks prior to commencement of work, all on site workmen of contractor and subcontractors working inside the detention center shall provide the appropriate personal information as may be required for a Sheriff Dept. background check.
2. All workers subject to the background check, shall be fully aware that any warrants or outstanding legal issues discovered through background check, will be acted on by Sheriff Dept. at the time of discovery.
3. No cell phones shall be allowed inside work area without written permission of the Sheriff Dept.
4. All tools, materials, and supplies shall be accounted for prior to entering and exiting the detention center, to ensure nothing is missing.
5. At no time, shall it be permitted to leave tools and supplies unattended.
6. Tools and supplies may be kept inside the work area in a locked gang box only with prior written permission of Sheriff Dept.
7. Workers shall sign in and out each day and shall strictly coordinate all ingress, egress, with Sheriff Dept.
8. All workers shall know and strictly follow lock down policies and procedures as established by the Sheriff Dept.
9. No workers shall make contact of any kind with inmates in the facility.



## **Hunt and Woodruff Construction Co. LLC.**

***Open Book Job Order Contracting Program Provider***

10. All workers parking and deliveries staging shall be at a designated area at the facility as directed by the Sheriff Dept.
11. Contractor shall notify the Sheriff's Dept. two days in advance of any deliveries to the site and shall coordinate the same with Sheriff Dept.

### **RELATED ELEMENTS**

- A. Doors and frames protection.
- B. Protection of existing facility.
- C. Coordinated ingress and egress of work areas. Objective is to complete four installs a day, so we would need four units available at a time.

### **RELATED WORK**

- Shop welding fabrication.
- Hot Drip Galvanizing.
- Shop paint and finish.
- Transportation through facility.
- Concrete and paint touch up at existing connection point.

### **CLEANING AND PROTECTION**

- Touch up any imperfections in finishes.
- Clean work area of debris associated with installation.

### **EXCLUSION:**

1. Structural Requirements.
2. Professional Engineering of any kind.
3. Faulty existing equipment replacements, mechanical or electrical.
4. Anything not included in the Proposal or Scope of Work provided.
5. Commissioning in its entirety, (not needed).
6. Beyond as scheduled, expedition of deliveries of equipment or materials.
7. No electrical or A/C work is covered in the base proposal.

### **Open Book Unit Priced Job Order Contracting Proposal Estimate**

**Note: this revised Open Book Line Item Unit Estimate Proposal is for detail review and open discussion of the Job Order Contracting Program Team JOCPT to ensure clarity and accountability of the Scope of Work and the related Budgeted Estimated Costs as they are now reflected in the attached Proposal Budget Estimate. The Cooperative Client Member and JOC Contractor are to review each line item unit costs in a professional assessment and assurance that the projected costs reflect a reasonable fair representation of local costs for the work to be performed as described by this Scope of Work (SOW). *This proposal is subject to any written revision requested by the Owners or recommended by the JOCPT.***



# Hunt and Woodruff Construction Co. LLC.

## Open Book Job Order Contracting Program Provider

### Hidalgo County Sheriff Department Open Book JOC Proposal

Brief Description, project consists of the careful removal of existing privacy screen from the facility and dispose of them at a legal dumpsite, repair wall attachment areas as may be required for minor damages and cosmetics, and properly install new shop fabricated and finished privacy screens. Each screen shall be fabricated to precisely replace the existing privacy screen.

Qty	Craft-Hours	Unit	Material	Labor	Equipment	Total
<b><u>General Requirements, Direct Project Job Overhead Costs</u></b>						
Project Specific General Liability Insurance Comprehensive Contractor's Liability Insurance, including operations, completed operations, bodily injury and property damage, protective and contractual coverages, \$1,000,000 policy limit. Minimum annual premium will be between \$2,500 and \$10,000. Rates vary by state and with the contractor's loss experience. Typical costs per \$100 (C\$) of payroll for each trade employed. (Calculate and add for each category separately.)						
General Contractors						
Per Unit:	--@.0000	--	0.00	0.00	0.00	1.75
970.00	--@.0000	--	0.00	0.00	0.00	1,697.50
Project Specific Workers' Compensation Coverage Rates vary from state to state and by Contractor's loss history. Coverage cost per \$100 (C\$) of base payroll excluding fringe benefits. Costs reflected are for an averaging of interior finishes craft disciplines specific to this project.						
Per Unit:	--@.0000	--	0.00	0.00	0.00	7.85
250.00	--@.0000	--	0.00	0.00	0.00	1,962.50
Job Site Superintendent - Direct Job Costs, field supervision for this project shall be full time on site while any demolition, deliveries, critical path activities, and the removal and installation of the privacy screens. Field superintendent shall to be available to Sheriff Dept. 24/7 during the duration of this project for emergencies and any concerns.						
Per Unit:	FS@46.98	MHR.	0.00	47.25	0.00	144.20
82.4 hrs.	FS@81.00	MHR	0.00	3,893.40	0.00	3,893.40
Job Travel, Direct Job Overhead Costs, Truck and Fuel for Superintendent and workers travelling more than 30 mi per day specific for this project,						
Per Unit:	--@.0000	Mi	0.35	0.00	0.25	0.60
850.00	--@.0000	Mi	297.50	0.00	212.50	510.00
Mobilization Direct Job Costs- Typical costs for mobilization and demobilization within a 50-mile radius as a percent of total contract price. Includes cost of moving General Contractor-owned or rented equipment to the site, setting up barricades and staging area, movement of equipment within facility, material control and removing equipment or materials from job upon completion						
Per Unit:	L1@16.00	--	0.00	676.50	0.00	676.50
2.00	L1@32.00	--	0.00	1,353.00	0.00	1,353.00
<b>**Subtotal: 01 General Requirements</b>						
	113.0		297.50	5,246.40	212.50	9,416.40



# Hunt and Woodruff Construction Co. LLC.

Open Book Job Order Contracting Program Provider

**02 Existing Conditions,**

Selective Demolition- Itemized costs for demolition of building components when building is being remodeled, repaired or rehabilitated, not demolished. Costs include protecting adjacent areas and normal clean-up.

Removal of existing privacy screens, proposed 4 each a day, removed from site daily, no salvage value applied, disposed of at a legal dumpsite,

Per Unit:	B3@1.500	MHR	0.00	115.50	2.75	118.25
87.00	B3@130.5	MHR	0.00	10,048.50	239.25	10,287.75

Delivery- Privacy screens to the work area. Transportation through facility and install new privacy screens. Proposed installation of 4 units per day,

Per Unit:	B3@1.380	MHR	0.00	106.30	0.00	106.30
87.00	B3@120.0	MHR	0.00	9,248.10	0.00	9,248.10

Shop fabricate privacy screens in hot dip galvanize. (87 each) AIW proposal need to add paint. See AIW proposal attached. NOTE: with this revised OBJOC proposal, shop paint has been included in this revised estimate @ as quoted by AIW @ \$72.00 see new proposal attached.

Per Unit:	--@.0000	Ea.	0.00	0.00	0.00	58,464.00
1.00	--@.0000	Ea.	0.00	0.00	0.00	58,464.00

High quality paint finish, allowing for touch up, patch and repair and concrete paint.

Per Unit:	PA@2.000	Ea.	7.00	22.00	8.00	37.00
87.00	PA@174.0	Ea.	609.00	1914.00	696.00	3,219.00

Anchoring

Per Unit:	--@.0000	LOT	9.65	0.00	7.70	17.35
87.00	--@.0000	LOT	839.55	0.00	669.90	1,509.45

**\*\*Subtotal: 02 Existing Conditions**

424.6	1,448.55	21,210.60	1,605.15	82,728.30
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<b>Total Man-hours</b>	<b>Material</b>	<b>Labor,</b>	<b>Equipment</b>	<b>Total</b>
537.6	6,085.61	26,457.00	1,817.65	34,360.26
<b>Total Only (Subcontract) Costs:</b>				<b><u>57,784.44</u></b>
<b>Subtotal:</b>				<b>92,144.70</b>

5.00% Overhead:	4,607.24
0.00% Contingency:	0.00
10.00% Profit:	<u>9,214.47</u>
<b>Estimate Total:</b>	<b>105,966.41</b>
<b>P&amp;P Bonds 2.5%</b>	<b>2,649.16</b>
<b>Permits and Fees: 3%</b>	<b><u>3,178.99</u></b>
<b>Total Proposal:</b>	<b>\$111,794.56</b>

One Hundred & Eleven Thousand, Seven Hundred Ninety-Four Dollars and Fifty-Six Cents.  
(\$111,794.58)

*Keith F Hunt*

Keith F Hunt PGM  
Hunt & Woodruff Construction LLC  
Open Book JOC Program Providers

\_\_\_\_\_  
Client Member Approval

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 024070063

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Hunt & Woodruff Construction Company, LLC
77 Santa Isabel Blvd Suite M7
Laguna Vista, TX 78578

OWNER (Name and Address):

Hidalgo County
2012 S Business Hwy 281
Edinberg, TX 78530

SURETY (Name and Principal Place of Business):

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

CONSTRUCTION CONTRACT

Date: February 12, 2018
Amount: \$117,059.51 One Hundred Seventeen Thousand Fifty Nine Dollars and 51/100
Description (Name and Location): Removal and reinstallation of new Privacy Screens Inmate Showers

BOND

Date (Not earlier than Construction Contract Date): February 26, 2018
Amount: \$117,059.51 One Hundred Seventeen Thousand Fifty Nine Dollars and 51/100
Modifications to this Bond: [X] None [ ] See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Hunt & Woodruff Construction Company, LLC

Signature: [Handwritten Signature]
Name and Title: DCM

SURETY

Company: (Corporate Seal)
The Ohio Casualty Insurance Company

Signature: [Handwritten Signature]
Name and Title: Gregory J. Budiac
Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:
Eaton-Provident Group, LLC
PO Box 940
Scottsdale, AZ 85252
480-941-4895

OWNER'S REPRESENTATIVE (Architect, Engineer or other party) :

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**12 DEFINITIONS**

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corporate Seal)

SURETY  
Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 024070063

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

Hunt & Woodruff Construction Company, LLC
77 Santa Isabel Blvd Suite M7
Laguna Vista, TX 78578

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (Name and Address):

Hidalgo County
2012 S Business Hwy 281
Edinberg, TX 78530

CONSTRUCTION CONTRACT

Date: February 12, 2018

Amount: \$117,059.51 One Hundred Seventeen Thousand Fifty Nine Dollars and 51/100

Description (Name and Location): Removal and reinstallation of new Privacy Screens Inmate Showers

BOND

Date (Not earlier than Construction Contract Date): February 26, 2018

Amount: \$117,059.51 One Hundred Seventeen Thousand Fifty Nine Dollars and 51/100

Modifications to this Bond:

None

See Page 6

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Hunt & Woodruff Construction Company, LLC

SURETY

Company: (Corporate Seal)
The Ohio Casualty Insurance Company

Signature: [Handwritten Signature]
Name and Title: DGM

Signature: [Handwritten Signature]
Name and Title: Gregory J. Budiac
Attorney-in-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:
Eaton-Provident Group, LLC
PO Box 940
Scottsdale, AZ 85252
480-941-4895

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond

conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone

service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

#### MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

§ 6 When the Claimant has satisfied the conditions of Section 4, the Surety shall promptly and at the Surety's expense take the following actions:

§ 6.1 Send an answer to the Claimant, with a copy to the Owner, within 4560 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

§ 6.2 Pay or arrange for payment of any undisputed amounts.

§ 6.3 The Surety's failure to discharge its obligations under this Section 6 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this Section 6, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page )

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: \_\_\_\_\_

Name and Title:

Address:

Signature: \_\_\_\_\_

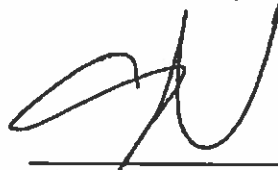
Name and Title:

Address:

STATE OF ARIZONA

COUNTY OF MARICOPA

On this 26<sup>th</sup> day of February, 2018, before me personally appeared Gregory J. Budiak, to me known, who, being by me duly sworn, did depose and say: that he resides at Phoenix, AZ, that he is the Attorney-In-Fact of The Ohio Casualty Insurance Company, the corporation described in and which executed the annexed instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed the same name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

  
\_\_\_\_\_  
Notary Public

My commission expires 2/30/19

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7768804

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies") pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Edward A. Rose; Gregory J. Budiac; Timothy J. Schmidt

all of the city of Scottsdale state of AZ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of May, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: [Signature]  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 16th day of May, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes herein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notary Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member Pennsylvania Association of Notaries

By: [Signature]  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows.

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of February, 2018.



By: [Signature]  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

## Pedro Luis Ramirez

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**From:** Keith Hunt <k.huntwoodruff@gmail.com>  
**Sent:** Tuesday, February 27, 2018 12:47 PM  
**To:** Pedro Luis Ramirez  
**Cc:** Keith F Hunt; David Friedlein; Rocky Serna; Emilia Uriegas; Sabrina Rodriguez  
**Subject:** Re: Privacy Screens Cost Question  
**Attachments:** HCSD Oringinal Privacy Screens \$119,006.87.pdf; HCSD Privacy Screen \$111,794.56.pdf; P&P Bonds Privacy Screens.pdf

Good Morning Pedro.

Actually you are correct and I sincerely do apologize for the error, please know that it was not intentional, and actually the proposal that should have been used was in fact one previously submitted and a copy of it is attached herewith, \$111,794.56 we had submitted three different proposals the first being \$119,006.87 copy of which is attached herewith, the variances was the result of negotiation with our fabricators in them including or not including paint and galvanizing that saved the project considerable money from the original submitted proposal, and there was \$5,264.95 in cost increases adjustments that should have been in the line items in this current proposal of \$117,059.51 that did not get included in those line item in this last update, however, they inadvertently were included in the subcontractors total at the bottom of the page.

I am very glad that you have found this and again we apologize for the error, we had submitted and re submitted many times on this project and the error happened quite accidentally. In light of this please use the attached budget proposal that was submitted previously at the \$111,794.56 this budget has the correct line items matching the subtotals, the difference between your total of \$112,719.95 is due to the adjustments in the overhead and fees items.

Also please find attached the P&P bonds for your perusal.

I sincerely hope that this mishap does not causes difficulties in proceeding with the project at hand.

Please do not hesitate to contact me with any questions and or concerns.

May God Bless You and Our Endeavors

Br. Keith F Hunt SJ  
Hunt & Woodruff Construction LLC.  
77 Santa Isabel Blvd. Suite M 7  
Laguna Vista Texas 78578  
956 459 1696

On Tue, Feb 27, 2018 at 10:08 AM, Pedro Luis Ramirez <[pedro.ramirez@hidalgoso.org](mailto:pedro.ramirez@hidalgoso.org)> wrote:

Mr. Hunt,

I am in the process of preparing the requisition for the Privacy Screens project. However, I noticed something by looking at the Old JOC Proposal from January 2017 (attached) and the New JOC Proposal from February 2017 (also attached). The breakdown on both proposals is the same, as seen below, for a subtotal of \$92,144.70 before overhead, profit, p&p bonds, permits and fees. However, the new proposal shows a subtotal of \$96,484.26 and I am not able to arrive at that figure when I break it down as shown below. Would you be able to explain how you arrived at that figure?

When submitting the requisition, Purchasing will require a breakdown that comes up to the total of \$117,059.51 before they can approve it. For the padded cells project, I did a similar breakdown and I came up with the total figure on your proposal, this time I am not able to. I would really appreciate if you assist me regarding this matter. Please give me a call at your earliest convenience, (956) 393-6151.

	Cost Per Unit	# of Units	Total
Project Specific General Liability	\$ 1.75	970.00	\$ 1,697.50
Project Specific Worker's Compensation	\$ 7.85	250.00	\$ 1,962.50
Job Site Superintendent	\$ 47.25	82.40	\$ 3,893.40
Job Travel	\$ 0.60	850.00	\$ 510.00
Mobilization Direct Job Costs	\$ 676.50	2.00	\$ 1,353.00
<b>01. General Requirements, Direct Project Job Overhead Costs</b>			<b>\$ 9,416.40</b>
Removal of Existing Privacy Screens	\$ 118.25	87.00	\$ 10,287.75
Delivery of Privacy Screens	\$ 106.30	87.00	\$ 9,248.10
Shop Fabricate Privacy Screens	\$ 58,464.00	1.00	\$ 58,464.00
High Quality Paint Finish	\$ 37.00	87.00	\$ 3,219.00
Anchoring	\$ 17.35	87.00	\$ 1,509.45
<b>02. Existing Conditions</b>			<b>\$ 82,728.30</b>
<b>Project Subtotal</b>			<b>\$ 92,144.70</b>
5.00% Overhead			\$ 4,824.21
0.00% Contingency			\$ -
10.00% Profit			\$ 9,648.42
P&P Bonds 2.5%			\$ 2,773.92
Permits and Fees 3%			\$ 3,328.70
<b>PROJECT TOTAL COST</b>			<b>\$112,719.95</b>

Sincerely,

**Pedro Luis Ramirez, MBA, MPP**

Accountant IV

Hidalgo County Sheriff's Office • Financial Services Division

Edinburg, Texas 78542 • Phone: (956) 393-6151

[pedro.ramirez@hidalgoso.org](mailto:pedro.ramirez@hidalgoso.org)



**CONFIDENTIALITY NOTICE**

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