



Document G704™ - 2000

Certificate of Substantial Completion

- OWNER
- ARCHITECT
- CONTRACTOR
- FIELD
- OTHER

PROJECT: PROJECT NUMBER: 201605/
 CONTRACT FOR: General Construction
 CONTRACT DATE: September 25, 2016
 (Name and address)
 Hidalgo Co. Pct. 4 - San Carlos CRC
 Landscaping*Retaining Wall* Irrigation
 Project, San Carlos, Texas

TO OWNER:

(Name and address)

Hidalgo County Pct. 4

1051 N. Doolittle Rd. Edinburg, TX 78542

(Name and address)

G&G Contractors

711 E. Wisconsin Rd, Edinburg, TX 78539

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

All work under Contract Documents - Plans, Specifications, Addenda, Change Orders, RFI's, AST's and Punch Lists.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

All warranties required under Contract Documents:

Date of Commencement July 21, 2017 at 5:00pm

Matias Garcia Architects L.P.

ARCHITECT

BY

DATE OF ISSUANCE July 24, 2017

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

G&G Contractors

CONTRACTOR

BY

DATE July 24, 2017

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00PM (time) on Friday, July 21, 2017 (date).

County of Hidalgo - Precinct No. 4

OWNER

BY

DATE 8/8/17

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

County of Hidalgo / Precinct No. 4 assumes all responsibility for security, maintenance, utilities, damage to the work and insurance as of July 21, 2017 at 5:00p.m.

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(1364809549)

RECEIVED BY COMMISSIONERS COURT 8/8/17





July 24, 2017

Hidalgo County Precinct 4 | 2016-145-04-13-MSS | Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center Project

PUNCH LIST (Conducted July 21, 2017 at 12 Noon)

01. Verified correct species and placement of landscaping at parking median.
02. Verified correct species and placement of tree line along south side of parking area. The grading at the southeast corner has been changed during the installation of the wrought iron fencing by county crews. The contract grades show the area draining to the right-of-way, but the county crews have built-up the area to maintain a level fencing line and created a detention area that ponds water. The landscaper will not need to re-grade the area
03. Arrangement of boulders to be changed to provide a more interesting/dynamic placement of the lower retaining wall have been damaged during the placement of the wrought iron fencing by county crews. The landscaper will maintain the plants during the 30-day substantial completion timeline but will not replace the damaged plants unless the county wants to pay for replacements. There is also some settling of the soil where the posts were installed. The county will need to keep tabs on these locations and fill / lightly compact accordingly.
05. Concerns noted regarding the depth of the footings for the wrought iron fencing posts; that the post may have altered the intended use of the French drain located directly beneath. (The design team had been told the wrought iron fencing would be placed approximately five feet behind the second tier of retaining wall. The added pressure on the wall caused by the posts has previously been discussed with county staff.)
06. The county provided the soil and grading for the grassy area between the community resource center facility and the retaining walls. There are several areas of unevenness. The landscaper will not be held responsible in correcting the roughness of the grade.
07. The general contractor is to provide verification of how the second section of the retaining wall was installed. (Independent of the first phase or are they tie rods between the two phases.) This due to the angled end wall between the two phases being deleted.
08. Sections of grass and erosion netting have been scraped-off by county crews working on the grading/installation of the wrought iron fencing or the excavation of the plumbing lines on the west side of the community resource center. The landscaper will not be required to replace the grass or erosion netting in these locations unless the county wants to pay for replacements.
09. A portion of the underground drip-line has been left exposed at the area graded by county crews near the perimeter fencing. The landscaper will not be required to bury the line at this location; pending further work by county crews.
10. The dead tree at the south-west corner of the project boundary has been replaced and will be maintained during the 30-day substantial completion/punch-list period
11. The steel cabling system for the planter boxes has not been installed. The general contractor stated that this was not done at the direction of Precinct 4. Verification in writing has been requested of the contractor. The cost for the steel cabling is to be credited to the project.
12. The hose bid at one planter box has been installed.
13. The landscaper has replaced dead plants in the courtyard with local native species approved by Precinct 4. The replaced specie types and locations are to be noted on the as-built drawings. Water will be placed in the pond, along with appropriate replacement plants for the dedication.

14. Water leaks from the tank, not from the threaded connections, but from the thru-wall connections that were in-place at the time of arrival. Information has been sent to the installing contractor (Foremost Construction) regarding this leak. The float valve will be installed by the landscaper after the dedication ceremony.
15. The pipe connection at the base of the tank is now level, readjust.
16. The PVC outlet at the top of the water storage tank with a galvanized paint color.
17. Photos of the sprinkler heads in operation are to be provided as a part of the completed punch-list information.
18. Verify all controller settings for the sprinkler system.
19. Verify WiFi capability for the sprinkler system controller.
20. Demonstrations | Training to be done with County | Precinct staffs during the 30-day substantial completion work timeline.
21. Download information with region specific watering schedules and place in close-out documents.
22. The specified flagpole has not been ordered or installed. The flagpole is to be credited to the project.

End of Punch List

Plants were trampled during the installation of the perimeter wrought iron fencing by county crews. Landscaper will maintain, but not replace, during the next 30 days.



Sections of grass were scraped-off during the grading of the property toward the perimeter fencing by county crews. These sections will not be replaced.



Irrigation drip-lines have been left exposed by county crews during the excavation of plumbing lines due to problems w/ sewage backing-up / unconnected lines of the CRC project.



Dead tree at southwest corner of project has been replaced.



Grass removed | scraped-off during the excavation of the plumbing lines by county crews. Landscaper will not need to replace the grass.

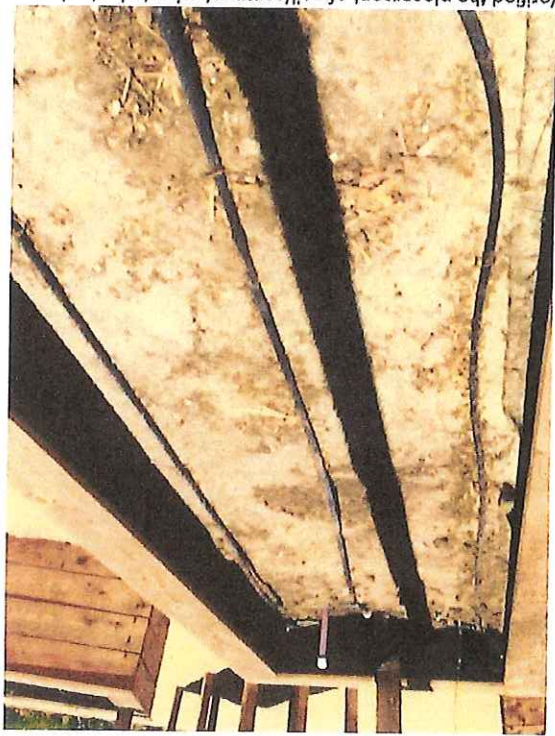


Grass removed | scraped-off during the excavation of the plumbing lines by county crews. Landscaper will not need to replace the grass.

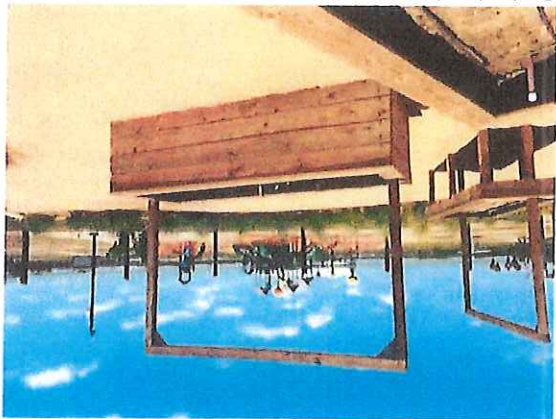




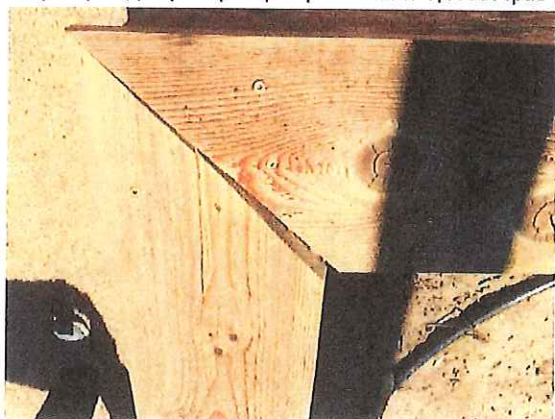
Grading near the intersection of Hwy 107 and Sunflower Road had been modified by county crews during the installation of the perimeter fencing, creating an area of water retention.



Verified the placement of soil/compost mix at planter boxes. Hose bib connection verified.



Contractor stated that the cable supports for vines were not installed per the owner's direction. Verification has been requested.



Landscaper to remove and replace boards at two locations.

**AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
August 8, 2017
9:30 A.M.**



NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners Court will be held in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

2. Pledge of Allegiance

3. Prayer

4. Approval of Consent Agenda

5. District Attorney's Office:

A. AI-60920 Hidalgo County DA's Office - Domestic Violence Specialty Prosecutor (DVSP) Grant (1281): Approval to submit a DVSP Grant #2931302 budget adjustment to the Office of the Governor (OOG).

B. AI-61004 DA-Victim Coordinator and Liaison Grant (VCLG) (1281) / Criminal DA (1100):
1. Approval and authorization for County Judge to electronically sign, through DocuSign, the Grant Contract for the Victim Coordinator and Liaison Grant (VCLG) Fiscal Year 2018 contract.
2. Approval to accept the VCLG in the amount of \$42,000,000 effective 09/01/2017 through 08/31/2018.
3. Approval of certification of revenues as certified by the County Auditor for the FY 2018 VCLG.
4. Approval to appropriate the FY 2018 VCLG funds.
5. Approval to reclassify fringe benefits expenditures to the Criminal DA - General Fund Account.

6. HIDTA - Task Force:

A. AI-60886 HIDTA US Justice Asset Forfeiture Fund (1254):

Authorization and approval to pay extra duty hours from May 15, 2017 - December 31, 2017 to Deputies assigned to the Hidalgo County Criminal District Attorney's Office HIDTA Task Force from the following departments:
Constable Pct. 3, Constable Pct. 4, Sheriff's Office

7. County Clerk's Office - Arturo Guajardo, Jr.:

- 25.** **Purchasing Department - Notes:**
 A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FORWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITORS OFFICE.
 B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).
- A. Hidalgo County**
1. AI-60885 JP Preservation of Vital Statistics (1100):
 Approval of 2017 appropriation of funds for the JP Preservation of Vital Statistics in the amount of \$4,839,90 to fund various operating expenditures for JP Pct. 1, Pic 1.
 2. AI-60829 Debt Service RB Series 2014B & 2014C (1444/1446):
 Approval of appropriation and interfund transfer from Capital Project - Sale of Asset (Fund 1303) to Debt Service - RB Series 2014B (Fund 1444) and RB Series 2014C (Fund 1446) in the total amount of \$318,88.
 3. AI-61053 General Litigation (1100):
 A. Approval of certification of revenues by the Co. Auditor in relation to insurance settlement proceeds.
 B. Approval of 2017 appropriation of funds into General Litigation in the amount of \$217,000.00
- B.**
1. AI-60950 A. Finalizing or completion of scoring/evaluation sheets of both nominated architectural firms of HDR and HOK for the purpose of [tabulation & averaging score sheets] ranking by CC so as to proceed to next step of the process-commence negotiations;
 B. Authority to commence the negotiation process with the number one ranked firm of _____ by the following selected/designated parties [HCCC to list names] with the Purchasing Department as a facilitator for the purpose of a letter of engagement/contract with an architectural firm for the design and construction of a New Hidalgo County Courthouse.
 2. AI-60750 Requesting approval to reject sole bid received for project titled "Pick up of Used Oil, Oil Filters and Antifreeze & Other Misc. Products" through project No.: 2017-165-06-28-SGS and re-bid project.
 3. AI-60714 Presentation of the sole responsible vendor submitting the lowest and best bid [and meeting all specifications and requirements] for the purpose of award of bid to Rochester Armored Car Co, Inc., including approval of the contract for the project numbered and titled: RFB No.: 2017-121-06-21-HGO - "Armored Car Services".
 4. AI-60913 Presentation of the sole vendor, Center for Disease Detection, submitting the lowest and best bid for the purpose of award and approval of contract for Bid titled: Hidalgo County - "Laboratory Services" through project No.: 2017-153-07-05-SMA.
- Pct. 1**

2. AI-60772 Requesting authority to purchase (1) BOMAG BW-151AD-5 Tandem Vibratory Roller thru our membership/participation with BuyBoard contract #515-16 in the amount of \$132,496.00 for Commissioner Pct. 3 through requisition #347208.

3. AI-60888 Acceptance and approval of proposal received and authority to purchase for the Hidalgo County Precinct No. 3 from John Deere (Deere & Company) - authorized dealer Neuhaus & Company, Ltd. awarded vendor [thru our membership/participation with Buy Board contract #529-17], for the following:
A. One [1] John Deere 5075E Utility Tractor at \$40,997.45;
B. One [1] John Deere H240 Loader at \$5,796.78;
C. One [1] John Deere MX7 Lift-Type Rotary Cutter-540 RPM PTO at \$4,052.54;

through the processing of submitted Requisition #346600 through Purchase Order protocol for a total amount of \$50,846.77.

E. **Pct. 4**

1. AI-61001 Acceptance and approval of Work Authorization No. 1 in the amount of (\$ 10,781.68) as submitted by project engineer, L&G Engineering for "professional engineering" services for Project Specific: [Traffic Signal Warrant Study for SH 107/Sunflower Road Intersection] in Precinct 4, in connection to (on call) agreement # C-15-255A-09-01 for "Traffic Studies County Wide".

2. AI-60932
APPROVED
Acceptance and approval of the "Certificate of Substantial Completion" submitted and certified by project architect, Mata Garcia Architects, LLP, reflecting the date of July 24, 2017 by R.G. Enterprises, LLC d/b/a G & G Contractors awarded contractor for the Hidalgo County Precinct No. 4 [Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center (CRC)Project] in connection to (AIA Construction Agreement # C-16-145A-07-19).

F. **Constables**

1. AI-61011 a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software;
b. Requesting approval of agreement for "On-line Research Services" with Lexis Nexis for Constable Precinct No. 3.

G. **Health & Human Services Dept.**

1. AI-61048 Acceptance and approval of the final negotiated contract with H-E-B RxTRA Advantage for Hidalgo County Indigent Health Care Level 2 Pilot Program "Online Pharmacy Billing Services" which is inclusive of the "Best and Final Offer".