

Herrcon

1333 E. Jasmine Ave. - McAllen, TX 78501



JOC Contract #: 464-14

Payment Application

CLIENT: Hidalgo County
DEPARTMENT: Precinct 3
ADDRESS: 724 N. Breyfogle, Mission
PROJECT NAME: Paint three (3) buildings
PROJECT ADDRESS: 724 N. Breyfogle, Mission

January 30, 1900

PO: 795286

CONTRACT AMOUNT PER ACTUAL WORK:	\$	35,620.38
ADJUSTMENTS +/-:		
	+/- \$	
	+/- \$	
	+/- \$	
ADJUSTED CONTRACT AMOUNT	\$	35,620.38
WORK COMPLETE TO DATE:	\$	
LESS CONTRACT RETAINAGE:	- \$	
AMOUNT ELIGIBLE FOR CONSTRUCTION DISTRIBUTION	\$	35,620.38
LESS PREVIOUS PAYMENTS	- \$	
AMOUNT FOR DISBURSEMENT	\$	35,620.38

HERRCON, LLC

Hidalgo County

Dillard Herron 4/30/19
SIGNATURE DATE

SIGNATURE DATE

Initial Delivery Order Request Calculation Criteria:

Facilities & Commercial Renovation, Unit, Repair & Remodeling, McAllen, Year 2019 Qtr 1

Herrcon

1333 E. Jasmine Ave. - McAllen, TX 78501



JOC: 464-14

Payment Application Checklist

4/30/2019

CLIENT: Hidalgo County - Maintenance Department
3100 S. Bus. Hwy 281
Edinburg, TX 78539

PO: 795286

Included

1	Invoice/Payment Application	X
2	Purchase Order Copy	X
3	Release of Lien(s)	X
4	Payment Bond	X
5	Schedule of Values	N/A
6	Substantial Completion	N/A
7	Wage Reports	N/A

Submitted to:

Mr. Daniel Flores

Hidalgo County Maintenance Department

3100 S. Bus. Hwy 281

Edinburg, TX 78539

Please contact the following with questions regarding this application:

Gilbert Herrera

956-330-5566

1333 E. Jasmine Ave., Ste. B

McAllen, TX 78501



Purchase Order COUNTY OF HIDALGO

PO# 795286

DATE: 03/20/19

PAGE NO: 1 OF 1

PO TYPE:

VENDOR: 433357

REQ: 00390130

PHONE: (956) 330-5566

EMAIL: gherrera1@rgv.vv.com

SHIP TO: FACILITIES MANAGEMENT DEPARTMENT

3100 S. BUSINESS HWY 281
EDINBURG TX 78539

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

CONTACT: MSIFUENTES

(956) 289-7850

SITE: FACILITIES MANAGEMENT

CONTRACT NO: JOC 464-14

SPECIAL INSTRUCTIONS: REQ # 513

VENDOR NOTES

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

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		BUYBOARD JOC 464-14		
3.25	EACH	CO 013113200260 FIELD PERSONNEL, SUPERINTENDENT, AVERAGE	3,725.0000	12,106.25
56.00	EACH	CO 015423700090 SCAFFOLDING, STEEL TUBULAR, REGULAR, LABOR ONLY TO ERECT & DISMANTLE, BUILDING EXTERIOR, WALL FACE, 6'-4" X 5' FRAMES, 1 TO 5 STORIES, EXCLUDES PLANKS	145.0000	8,120.00
22400.00	EACH	CO 099103300810 SURFACE PREPARATION, EXTERIOR, SIDING, MASONRY, BRICK & BLOCK, PRESSURE WASH, BASED ON 2500LB OPERATING PRESSURE	.1300	2,912.00
6.00	EACH	CO 099113700190 PAINTS & COATING, EXTERIOR DOORS, FLUSH, BOTH SIDES, ROLL & BRUSH, PRIMER + 2 COATS, EXTERIOR LATEX, INCL. FRAME & TRIM	67.7400	406.44
22400.00	EACH	CO 09911300410 PAINTS & COATINGS, WALLS, CONCRETE MASONRY UNITS SMOOTH SURFACE, FIRST COAT, LATEX, ROLLER	.2600	5,824.00
22400.00	EACH	CO 099113900420 PAINTS & COATING, WALLS, CONCRETE MASONRY UNITS, SMOOTH SURFACE, SECOND COAT, LATEX, ROLLER	.2100	4,704.00
22400.00	EACH	CO 099113900430 PAINTS & COATINGS, WALLS, CONCRETE MASONRY UNITS, SMOOTH SURFACE, FIRST COAT, WATERPROOF SEALER, ROLLER	.4800	10,752.00
1.00	EACH	EX PAYMENT & PERFORMANCE BOND	526.4100	526.41
1.00	EACH	EX COMPETITIVE BID COEFFICIENT 0.89	-4,930.7200	-4,930.72
1.00	EACH	EX CUSTOMER CREDIT	-4,800.0000	-4,800.00
		TOTAL:		35,620.38
		W/O#7495		
		***** For Hidalgo County use only 9-1100-419-40-220-050-0-430		35,620.38

Authorized by: Martha P. Salazar

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Hidalgo County – Purchasing Dept. ADA Entry Automatic Door

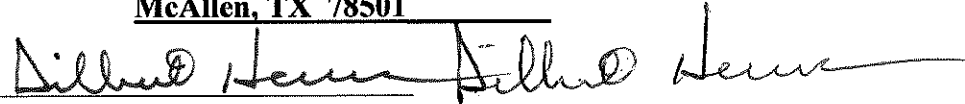
On receipt by the signer of this document of a check from the County of Hidalgo in the sum of \$35,620.38 payable to Herrcon, LLC and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of the County of Hidalgo in Mission, TX to the following extent: Painting of Pct. 3 Buildings.

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

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

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

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

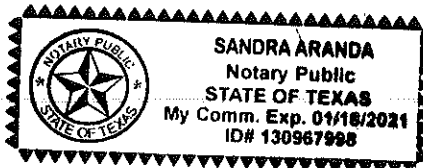
Signature: 

Printed Name: Gilbert Herrera

Title: President

SUBSCRIBED AND SWORN TO before me this 30th day of April, 2019


Notary Public



CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: McAllen Housing Authority

On receipt by the signer of this document of a check from Herrcon, LLC in the sum of \$24,000.00 payable to J Pena Construction and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of the Hidalgo County Precinct 3 in Mission, TX to the following extent: Painting of three (3) buildings.

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

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

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


Company Name: J Pena Construction
5808 N. 23rd St
McAllen, TX 78504

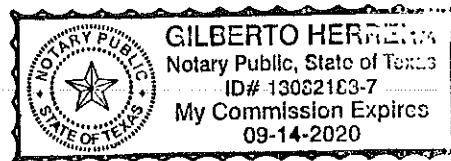
Signature: 

Printed Name: Jose Pena

Title: Owner

SUBSCRIBED AND SWORN TO before me this 30 day of April, 2019


Notary Public





PAYMENT BOND

Bond No.: 322424

CONTRACTOR:
(Name, legal status and address)

Herrcon, LLC
1333 E. Jasmine Ave.
McAllen, TX 78501

SURETY:
(Name, legal status and principal place of business)

NGM Insurance Company
4601 Touchton Rd East Ste 3400
Jacksonville, FL 32246-4486

OWNER:
(Name, legal status and address)

Hidalgo County
3100 S. Business 83
Edinburg, TX 78539

CONSTRUCTION CONTRACT

Date: March 20th, 2019
Amount: 35,620.38
Description (Name and Location):
Improvements to Facilities Management Building at Pct#3 Contract No. JOC 464-14

BOND

Date: April 30th, 2019
(Not earlier than Construction Contract Date)

Amount: 35,620.38

Modifications to this Bond: None See Section 18

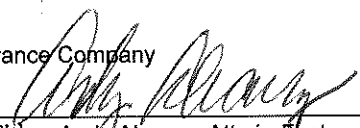
CONTRACTOR AS PRINCIPAL

Company: Herrcon, LLC *(Corporate Seal)*

Signature: 
Name and Title: Gilbert Herrera, President

SURETY

Company: NGM Insurance Company *(Corporate Seal)*

Signature: 
Name and Title: Andy Alvarez, Atty-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

San Juan Insurance Agency
P.O. Drawer 3783
McAllen, TX 78502
(956)781-6663

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and 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, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

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

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 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 Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 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 the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 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.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, 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.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. 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.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Andy Alvarez, Phil Young, Dewey Young** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

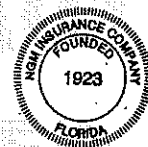
Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 8th day of January, 2016.

NGM INSURANCE COMPANY By:

Bruce R Fox

Bruce R Fox
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this January 8, 2016, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 8th day of January, 2016.

Tasha Ann Philpot



Tasha Ann Philpot
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF916117
Expires 10/3/2019

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

30th day of April, 2019.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

