

# **CONSTRUCTION LOAN AGREEMENT**

## **OWNER-OCCUPIED REHABILITATION LOAN PROGRAM**

This Construction Loan Agreement (this "Agreement"), is entered into effective as **May 2, 2023**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

**BORROWER: Ernesto & Minerva Avila**

**BORROWER'S ADDRESS:**

**437 E. 4th St.  
San Juan, Texas 78589**

**LENDER: County of Hidalgo, a political subdivision of the State of Texas**

**LENDER'S ADDRESS:**

**County of Hidalgo, Urban County Program  
Owner-Occupied Rehabilitation Loan Program  
1916 Tesoro St.,  
Pharr, Texas 78577**

**CONTRACTOR: Andrew Nicolas Salinas dba A-One Insulation**

**CONTRACTOR'S ADDRESS:**

**3500 N. Birch St. Pharr, Texas 78577**

**NOTE:**

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **\$115,500.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **\$115,500.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **\$115,500.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15<sup>th</sup>) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building

codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(m) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS**

**OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. Additional Documents. The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract.

17. Independent Contractor. It is expressly agreed that this contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that Lender has no direct supervision of the performance of the services provided by Contractor, and that Contractor is an independent contractor under this Contract.

18. Insurance. Consistent with its status as an independent contractor and at its sole expense, Contractor agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which may be necessary in providing services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Contractor's activities and all persons, vehicles, equipment and property connected with providing services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the Lender or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Contractor is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to Lender. Contractor shall cause all subcontractors utilized by Contractor to also comply with these specifications. Contractor shall furnish to Lender certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect upon request. For each applicable policy, Contractor shall name the Lender as an additional insured. Contractor shall notify Lender a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Contractor shall make any other insurance documentation available to Lender upon request.

19. Indemnification. **Contractor shall indemnify and hold harmless Lender, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against Lender arising out of, resulting from, or connected with the provision of the service by Contractor under this Contract. Said indemnity shall cover any act or failure to act by the Contractor, its agents or employees.**

20. Immunities. Nothing in this Agreement is intended to and Lender does not hereby waive, release or relinquish any right to assert any of the defenses Lender enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Lender as to any claim or action of any person, entity, or individual against Lender.

21. General Provisions. This Agreement:

- a. may not be assigned by Owner or Contractor without the prior written consent of Lender;

- b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;
- c. binds and insures to the benefit of the parties and their respective heirs, successors and permitted assigns; and
- d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

#### NOTICE

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.**

#### **RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE**

**This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.**

**BORROWER(S):**

\_\_\_\_\_  
**Ernesto Avila**

\_\_\_\_\_  
**Minerva Avila**

**YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

**LENDER:**

COUNTY OF HIDALGO, a political subdivision  
of the State of Texas

\_\_\_\_\_  
By: **Steven De La Garza**  
Its: **Director of Urban County Program**

**CONTRACTOR:**

\_\_\_\_\_  
By: **Andrew Nicolas Salinas**  
Its: **A-One Insulation**

APPROVED AS TO FORM:  
Hidalgo County Office of the Criminal District Attorney  
Toribio "Terry" Palacios

By: \_\_\_\_\_  
Victor M. Garza, Assistant District Attorney

STATE OF TEXAS           §  
   §  
COUNTY OF HIDALGO   §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by **Steven De La Garza Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS           §  
   §  
COUNTY OF HIDALGO   §

This instrument was acknowledged before me on this \_\_\_\_\_ by **Ernesto Avila**.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS           §  
   §  
COUNTY OF HIDALGO   §

This instrument was acknowledged before me on this \_\_\_\_\_ by **Minerva Avila**.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS           §  
   §  
COUNTY OF HIDALGO   §

This instrument was acknowledged before me on this \_\_\_\_\_ by **Andrew Nicolas Salinas dba A-One Insulation**.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

**YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.**

**IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.**

**IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.**

**IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.**

**TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO ANDREW NICOLAS SALINAS DBA A-ONE INSULATION, AT 3500 N. BIRCH ST. PHARR, TEXAS 78577 NOT LATER THAN MIDNIGHT OF MAY 5, 2023.**

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I HEREBY CANCEL THIS TRANSACTION.

Dated: \_\_\_\_\_.

**OWNER(S):**

\_\_\_\_\_  
**Ernesto Avila**

\_\_\_\_\_  
**Minerva Avila**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE PROPERTY**

**Lot 15 Block 2 Palms addition to the City of San Juan, Hidalgo  
County Texas.**

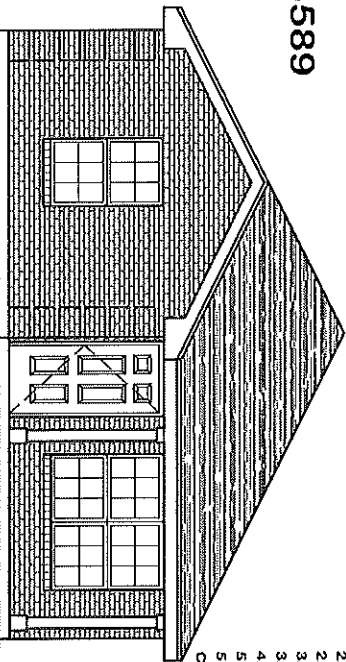
**EXHIBIT "B"**  
**PLANS AND SPECIFICATIONS,**  
**TIMETABLE**  
**AND**  
**BUDGET**

# H.C. URBAN COUNTY PROGRAM

## 1916 Tesoro St., Pharr, TX

### 2-Bedroom / 1-Bath Unit

**SITE #9**  
**437 E. 4th St.**  
**San Juan Tx. 78589**



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- GENERAL NOTES**
1. ROOF SHALL HAVE A MINIMUM SLOPE OF 6/12 WITH 1/2" CURBING.
  2. THE INTERIOR OF THESE PLANS IS TO BE A THERMAL BREAK. WALLS AND ROOF SHALL BE SEALED AFTER WITH AN R-38. NO INSULATION AND INSULATION SHALL BE PLACED BETWEEN ROOF RAFTERS WITH AN R-38. NO VENTS AT ROOF AND COFFERS SHALL BE PERMITTED.
  3. THE DESIGN INTENT FOR THIS UNIT IS TO BE ACCESSIBLE. ACCESS FROM THE STREET TO THE UNIT SHALL BE PROVIDED BY A RAMP. THE RAMP SHALL BE 36" WIDE AND SHALL BE SEALED TO THE UNIT.
  4. IF GAS SERVICE IS AVAILABLE AT THE PROPERTY, THE OWNER MAY REQUEST GAS CONNECTION FOR STOVE. CONTRACTOR SHALL PROVIDE A GAS AND AN ELECTRICAL CONNECTION FOR THE STOVE. PROVIDE A MINIMUM OF TWO PHONE JACKS AND CABLE CONNECTIONS AT THE LOCATIONS REQUESTED BY OWNER.
  5. EXTERIOR COLORS SHALL BE:
    - WALL \_\_\_\_\_ TRIM \_\_\_\_\_
    - INTERIOR COLORS SHALL BE:
      - WALL \_\_\_\_\_ TRIM \_\_\_\_\_
      - WALL \_\_\_\_\_ TRIM \_\_\_\_\_

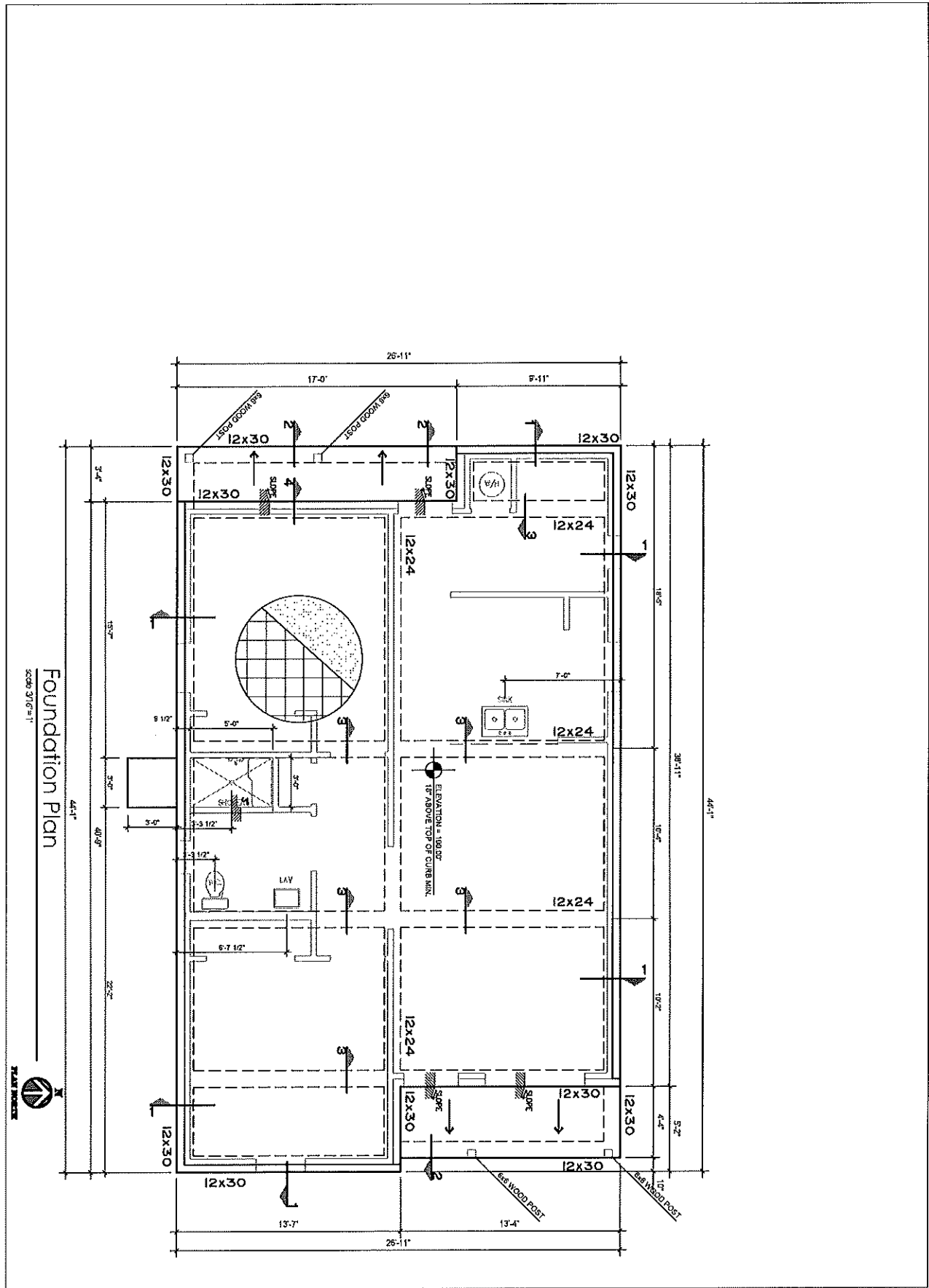
I HAVE READ AND FULLY AGREE WITH THE WRITE-UP INFORMATION AND PLANS PRESENTED TO ME ON THIS DAY OF \_\_\_\_\_ 2022.

OWNER \_\_\_\_\_

**H.C. URBAN COUNTY PROGRAM**  
**2-BEDROOM / 1-BATHROOM UNIT**  
**OWNER OCCUPIED REHABILITATION PROGRAM**  
 PROJECT No. SUR 21.867 - A

**SAMES, Inc.**  
 200 S. 10th St., Suite 1500  
 MALLEEN, TEXAS 78501  
 TEL: (936) 702-8880  
 FAX: (936) 702-8883

TEXAS REGISTERED  
 ENGINEERING FIRM No. F-10822  
 SURVEYING FIRM No. 101445-00



Foundation Plan

SCALE 3/16"=1'



**H.C. URBAN COUNTY PROGRAM**  
**2-BEDROOM / 1-BATHROOM UNIT**

**OWNER OCCUPIED REHABILITATION PROGRAM**

PROJECT No. SUR 21.867 - A

**FOUNDATION PLAN**

SEPTEMBER 27, 2022

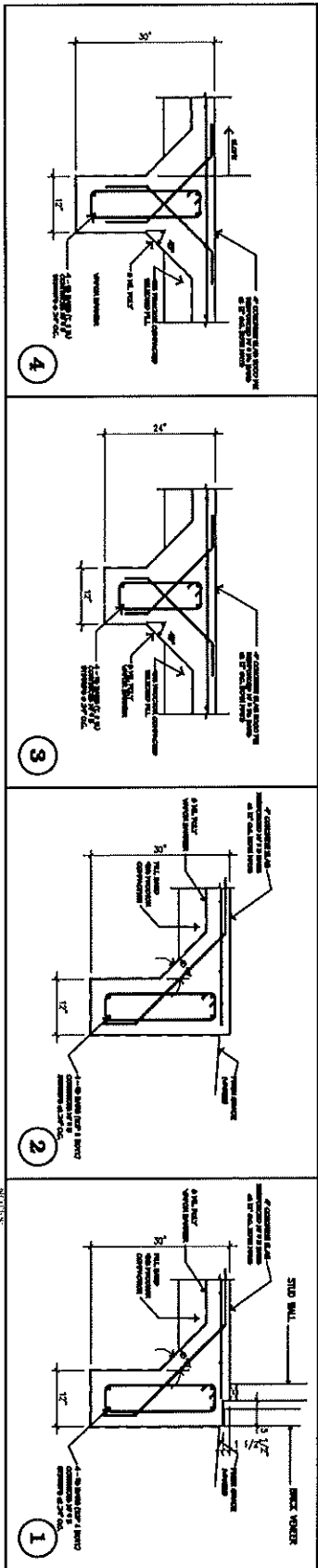
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**SAMES, Inc.**

200 S. 10th St., Suite 1500  
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 FAX: (956) 702-8883

TEXAS REGISTERED  
 ENGINEERING FIRM No. E-10692  
 SURVEYING FIRM No. 101418-03

# FOUNDATION DETAILS:



## FOUNDATION NOTES

1. SCAFFRY AND REMOVE 24 inches OF EXISTING SOIL UNDER NEW SLABS TO A POINT 5 FEET BEYOND NEW CONSTRUCTION.
2. EXISTING FOUNDATION SHALL BE REINFORCED WITH #3 BARS AT 24" ON CENTER.
3. APPLY TERMITE TREATMENT AS APPROVED BY AGENCY HAVING JURISDICTION WITH A MINIMUM WARRANTY OF ONE YEAR.
4. PROVIDE 6 MIL POLYETHYLENE VAPOR BARRIER BENEATH SLAB AND GRADE BEAMS. LAP JOINTS BETWEEN SHEETS OF POLYETHYLENE 24" MIN.

## CONCRETE NOTES

1. ALL CONCRETE WORK, DETAILING and ERECTION SHALL CONFORM TO THE FOLLOWING:
  - A. ACI 308 BUILDING CODE REQUIREMENTS
  - B. ACI 309 MANUAL OF STANDARD PRACTICE
2. MINIMUM CONCRETE COMPRESSIVE STRENGTH AT 28 DAYS:
  - SLABS AND GRADE BEAMS: 3000 PSI
  - WALLS: 3500 PSI
3. CONCRETE MATERIALS SHALL CONFORM TO THE FOLLOWING ASTM REQUIREMENTS:
  - REINFORCING: A615
  - AGGREGATE: C89
  - READY MIXED CONCRETE: C39
  - FIELD CYLINDERS: C310
  - COMPRESSIVE TESTING: C39
  - STANDARD TEST METHOD FOR REINFORCING, UNLESS OTHERWISE NOTED:
    - SLABS AND WALLS: 11x12x12 inches
    - GRADE BEAMS: 12x12x12 inches
    - WALLS: 12x12x12 inches
4. ALL ACCESSORIES SHALL BE IN ACCORDANCE WITH ACI 308.5
5. DETAILING OF CONSTRUCTION JOINTS ARE NOT ALLOWED IN SLABS OR BEAMS.
6. REINFORCING BARS SCHEDULED AS CONTINUOUS SHALL BE LAPPED 30 BAR DIAMETERS OR 12 inches MIN.
7. REINFORCING BARS SHALL MEET THESE ADDITIONAL REQUIREMENTS:
  - ADDITIONAL CLEARANCE: 1/2 inch
  - MAXIMUM SLAB: 3 inches
  - MAXIMUM WALL: 3 inches
10. APPLY CONCRETE ON CURING COMPOUND MEMBRANE AS FINAL CONCRETE FINISHING PROGRESSSES. USE COMPOUND THAT WILL NOT AFFECT BOND IN AREAS THAT REQUIRE ADHESION.

## GENERAL FOUNDATION NOTES:

1. GENERAL CONTRACTOR AND SUBCONTRACTOR ARE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS WITH ARCHITECTURAL DRAWINGS BEFORE COMMENCING ANY WORK. THE CONTRACTOR/SUB-CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ESTIMATOR BEFORE THE WORK HAS BEGUN.
2. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL DIMENSIONS.
3. COORDINATE WITH PLUMBER CONTRACTOR LOCATION OF FLOOR DRAINS.

## REINFORCEMENT NOTES

1. GRADE BEAMS:
  - 4 - #3 BARS CONTINUOUS (2-TOP/2-BOTTOM)
  - #3 STIRRUPS AT 24" ON CENTER
  - GRADE 80 STEEL
2. SLAB:
  - #3 BARS AT 12" ON CENTER
  - 2 - #3 CORNER BARS AT ALL CORNERS
3. MINIMUM 6 MIL WATERPROOFING MEMBRANE UNDER BUILDING SLAB.
4. CONCRETE STRENGTH: 3000 PSI MIN. AT 28 DAYS

NOTES: REINFORCEMENT SHALL BE TO THE 3,000 PSI CONCRETE REINFORCED WITH #3 BARS @ 12" C.C. WITH WIND OVER 1 IN. W/ WOODEN.

**SAMES, INC.**

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SURVEYING FIRM No. 10141 (EAO)

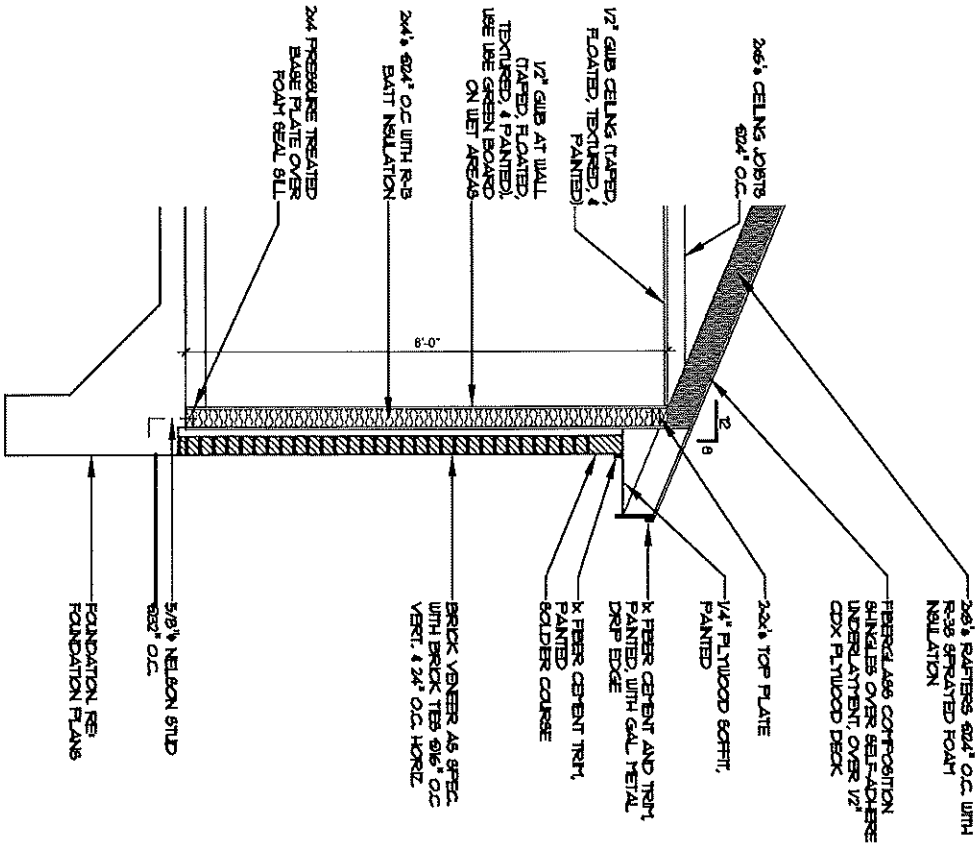
**H.C. URBAN COUNTY PROGRAM**  
**2-BEDROOM / 1-BATHROOM UNIT**  
**OWNER OCCUPIED REHABILITATION PROGRAM**  
PROJECT No. SUR.21.697 - A

SEPTEMBER 27, 2022

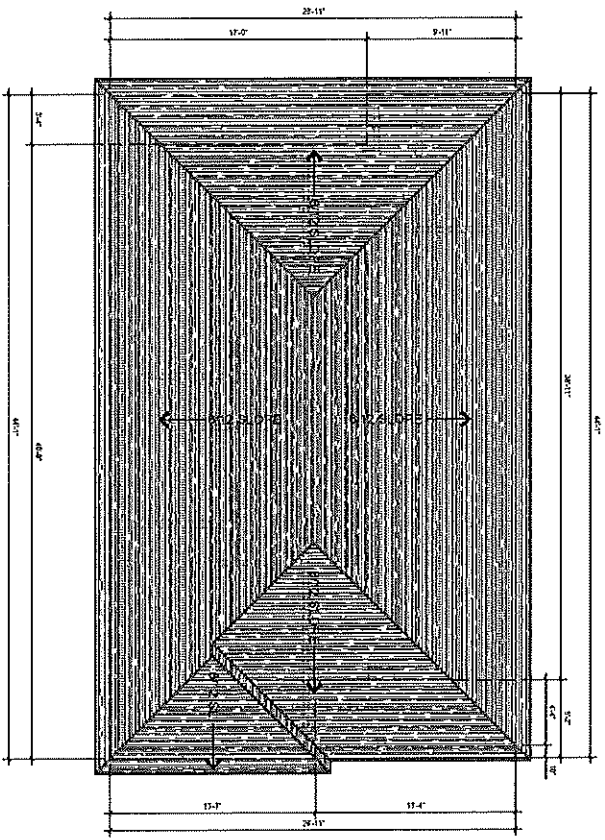
FOUNDATION NOTES  
& DETAILS

1.2





Wall Section  
Scale 1/2" = 1'



Roof Plan  
Scale 1/8" = 1'

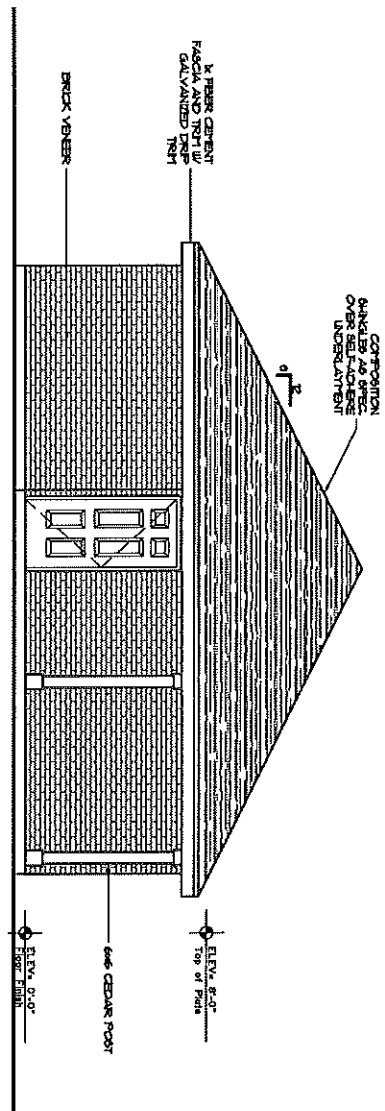


**H.C. URBAN COUNTY PROGRAM**  
**2-BEDROOM / 1-BATHROOM UNIT**  
 OWNER OCCUPIED REHABILITATION PROGRAM  
 PROJECT No. SUR 21.887 - A

TEXAS REGISTERED  
 ENGINEERING FIRM No. E-10822  
 SURVEYING FIRM No. 10141800

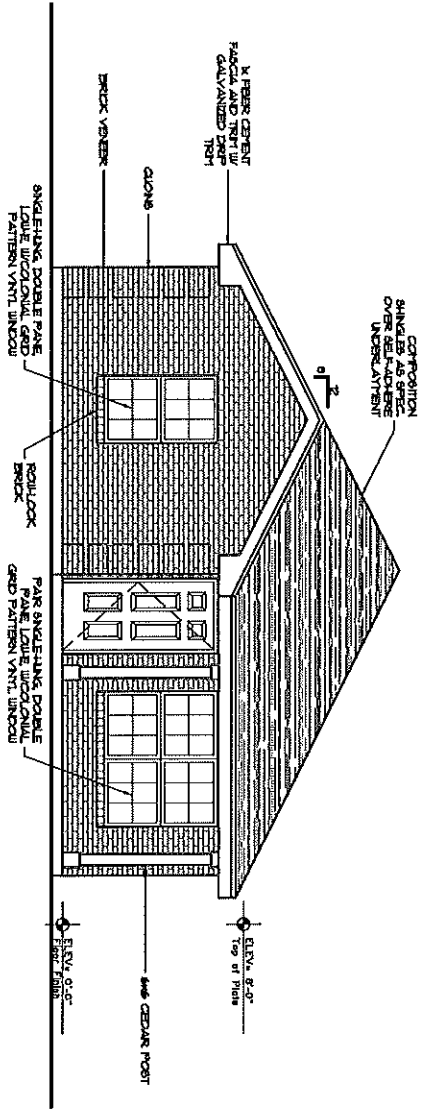
**SAMES, Inc.**  
 200 S. 10th St., Suite 1500  
 McAllen, TEXAS 78501  
 TEL: (956) 702-8880  
 FAX: (956) 702-8883

SEPTEMBER 27, 2022  
 ROOF PLAN  
 2.2



Rear Elevation

SCALE 3/16"=1'



Front Elevation

SCALE 3/16"=1'

**H.C. URBAN COUNTY PROGRAM**  
**2-BEDROOM / 1-BATHROOM UNIT**

**OWNER OCCUPIED REHABILITATION PROGRAM**

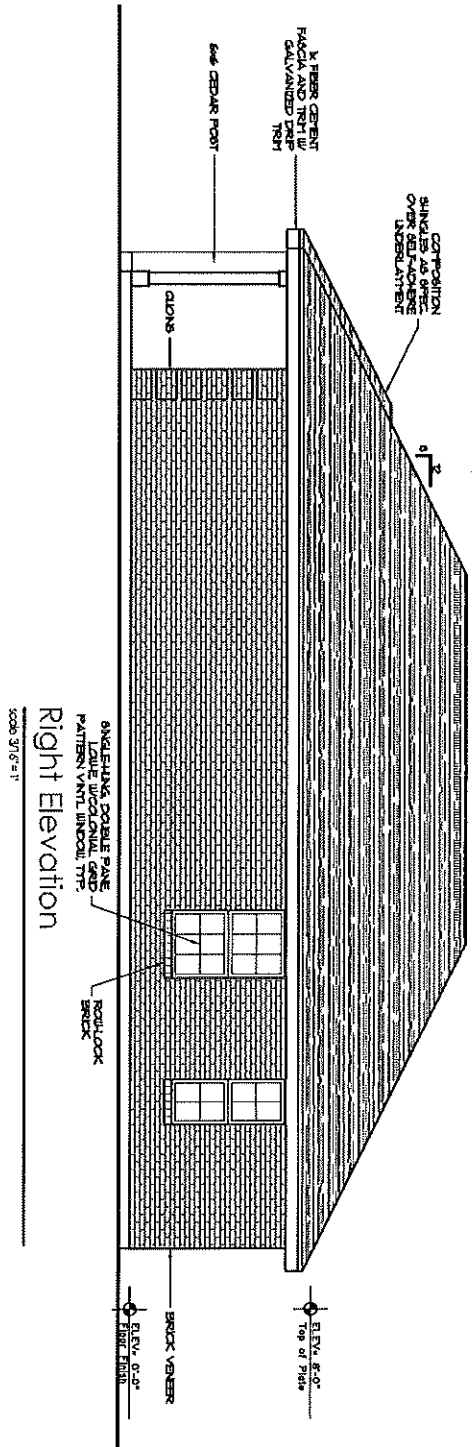
PROJECT No. SUR 21.887 - A

**SAMES, INC.**  
 200 S. 10th St., Suite 1500  
 McAllen, TEXAS 78501  
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TEXAS REGISTERED  
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 SURVEYING FIRM No. 101416-00

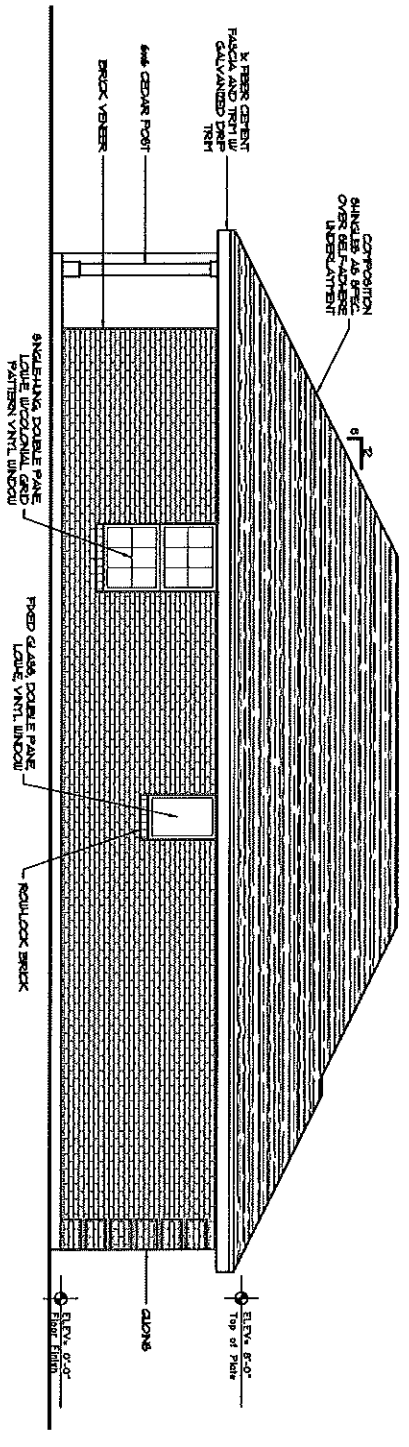
SEPTEMBER 27, 2022

FRONT & REAR  
 ELEVATIONS



Right Elevation

Scale 3/16" = 1'



Left Elevation

Scale 3/16" = 1'

**H.C. URBAN COUNTY PROGRAM**  
**2-BEDROOM / 1-BATHROOM UNIT**

**OWNER OCCUPIED REHABILITATION PROGRAM**

PROJECT No. SUR 21.867 - A

**SAMES, Inc.**  
 200 S. 10th St., Suite 1500  
 McAllen, Texas 78501  
 TEL: (361) 702-8880  
 FAX: (361) 702-8883

TEXAS REGISTERED  
 ENGINEERING FIRM No. E-10892  
 SURVEYING FIRM No. 101416-02

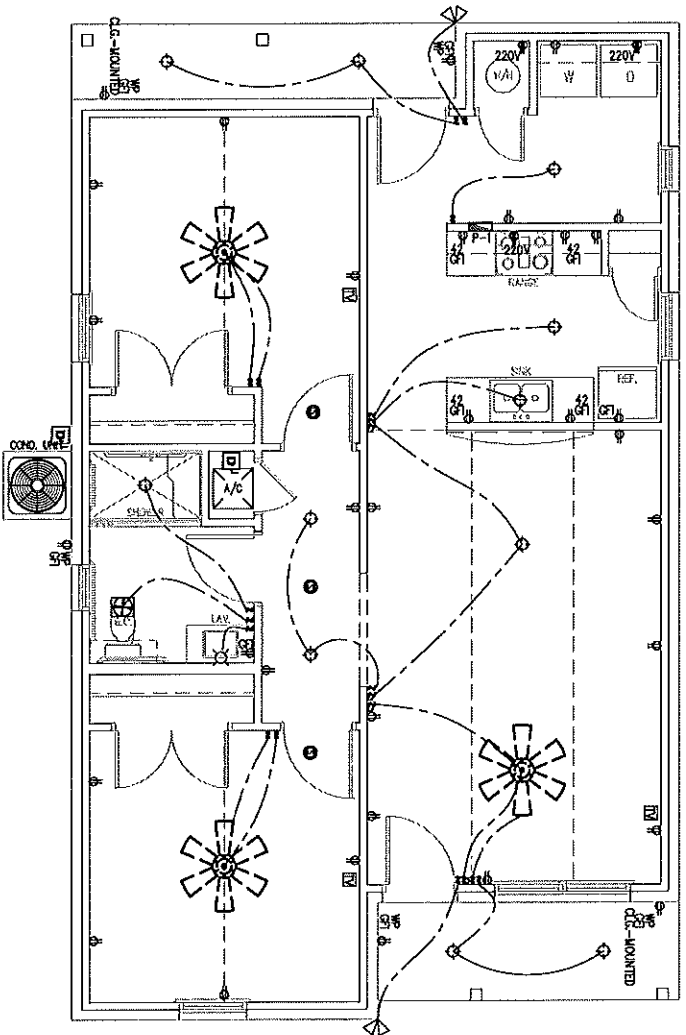
SEPTEMBER 27, 2022

FRONT & REAR  
 ELEVATIONS

3.2

**ELECTRICAL NOTES:**

1. ELECTRICAL TO BE DONE PER 2015 NEC OR CODE ADOPTED BY MUNICIPALITY.
2. ARC FAULT CIRCUIT BREAKERS TO BE INSTALLED IN EVERY BEDROOM.
3. TELEPHONE AND CABLE JACKS INSTALLED IN EVERY BEDROOM.
4. DO NOT INSTALL TEMPORARY POWER IN PANEL BOX LEAVING EXPOSED WIRES.
5. ALL CIRCUITS IN PANEL BOX SHALL BE IDENTIFIED BEFORE FINAL INSPECTION.
6. GFCI PROTECTION SHALL BE INSTALLED IN ALL WET AREAS.
7. BATHROOM VENTILATION SHALL BE EXHAUSTED DIRECTLY TO THE OUTSIDE.
8. SMOKE DETECTORS SHALL BE INTERCONNECTED AND SHALL HAVE A BACKUP BATTERY.
9. SURFACE MOUNT/PENDANT LIGHTING IN CLOSETS SHALL BE 12" MINIMUM AWAY FROM SHELVES.
10. FIXTURES INSTALLED IN SHOWER AREAS SHALL BE SUITABLE FOR WET LOCATIONS.
11. ATTIC SHALL BE PROVIDED WITH LIGHT AND SWITCH.



**ELECTRICAL LEGEND**

	WATER HEATER		LIGHT FIXTURE
	DUPLEX ELECTRICAL RECEPT.		LIGHT SWITCH
	220V ELECTRICAL RECEPTACLE		THERMOSTAT
	GROUND FAULT CIRCUIT INTERRUPTER		SMOKE DETECTOR
	BATHROOM EXHAUST FAN		DISCONNECT

Electrical Plan

SCALE: 3/16"=1'



**H.C. URBAN COUNTY PROGRAM**  
**2-BEDROOM / 1-BATHROOM UNIT**

OWNER OCCUPIED REHABILITATION PROGRAM

PROJECT No. SUR 21.887 -A

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TEXAS REGISTERED  
 ENGINEERING FIRM No. F-10892  
 SURVEYING FIRM No. 101418-00

SEPTEMBER 27, 2022

ELECTRICAL PLAN,  
 NOTES & LEGEND

# MINIMUM GENERAL SPECIFICATIONS

THE CONTRACTOR SHALL ASSUME THE USE OF THESE MINIMUM GENERAL SPECIFICATION AS PART OF THE CONTRACT

OWNER(S): SITE #9  
PHONE:

ADDRESS: 437 E. 4th St. San Juan, TX 78589  
DATE: 02-21-2023

## 1. GENERAL CONDITIONS:

- CONTRACTOR IS RESPONSIBLE FOR:
  - BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM THE CITY, INCLUDING OBTAINING AND DISPLAYING ALL APPLICABLE PERMITS, INSPECTIONS, AND REMEDIATION FEES. CHANGE ORDERS RELATED TO MEET THESE REQUIREMENTS WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THIS
  - BID TO INCLUDE ANY COST RELATED TO ENERGY COMPLIANCE REQUIREMENTS (Residential)
  - NO ESCALATION COST WILL BE APPROVED WITHOUT PROOF OF SUCH ESCALATION
  - THE DEMOLITION AND DISPOSAL OF ANY EXISTING STRUCTURE, CONTRACTOR SHALL VISIT THE SITE BEFORE SUBMITTING A BID TO FAMILIARIZE WITH THE SITE
  - THE CONTRACTOR WILL BE RESPONSIBLE TO ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS REQUIRED BY THE CITY OR COUNTY AT THE TIME OF ATTAINING BUILDING PERMITS
  - ALL THE GENERAL INFORMATION CONTAINED WITHIN SECTION 2.3 GENERAL NOTES OF THE CONTRACTOR'S GENERAL SPECIFICATION MANUAL APPLY TO THIS CONTRACT
  - CONTRACTOR SHALL PROVIDE PORTABLE TOILET (PORTA-POTTY) THROUGHOUT THE CONSTRUCTION PROCESS (from Demolition to De-Mobilization). CONTRACTOR'S PERSONNEL SHALL NOT USE OWNERS' TOILET FACILITIES
  - ALL URBAN COUNTY PROGRAM HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §263.016 CONTRACTOR, WHEN MARKED BY THE PROJECT, SHALL COORDINATE WITH HISHER SUPPLIERS FOR SCHEDULED DELAYS OF MATERIALS AND IF AN ADVANCED INVENTORY IS NEEDED TO SECURE TIMELY DELIVERY OF MATERIALS
  - NOTIFY "HIDALGO COUNTY" IF AN ALTERNATE MATERIAL OF EQUAL OR BETTER QUALITY IS READILY AVAILABLE
- 2. ACCESS FOR PHYSICAL DISABILITIES:
  - PROVIDE ONE CONCRETE RAMP AS REQUESTED BY OWNER TO CONNECT WITH DRIVEWAY
  - IF RAMP IS MORE THAN 6" IN HEIGHT, PROVIDE HANDRAILS BOTH SIDES, 4" LEVER TYPE
  - ALL FLOORS AT SINKS SHALL BE LARGER TYPE
  - BATHROOMS SHALL HAVE GRAB BARS AS SHOWN ON PLANS
  - ALL ELECTRICAL SWITCHES SHALL BE NO HIGHER THAN 48"
  - SITE IMPROVEMENTS SHALL MEET ADA
- 3. SITE WORK AND LANDSCAPING:
  - SHALL COMPLY WITH REQUIRED BUILDING ELEVATIONS
  - PROTECT EXISTING TREES AND OTHER PLANTS WITH PROTECTIVE SHEETS TO BE 6" OR MORE DISABLED APPROPRIATE. SITE CONDITIONS MAY VARY AND MAY REQUIRE A DERIVATIVE LONGER THAN 25'. SEE SITE AND SURVEY PLANS
  - DRIVEWAY SHALL CONNECT FLUSH WITH STREET
  - PAVEMENT OR CONCRETE GUTTER
  - GRADE FILL DIRT AWAY FROM BUILDING AT LEAST 10 FT. AT A SLOPE OF GREATER OF 2" PER 10' IF LEVEL
  - DIFFERENCE IS GREATER, EXTEND FILL DIRT AT THE SAME SLOPING RATE
  - PROVIDE MIN. 6" OF TOP SOIL FOR LANDSCAPING 10 FT PERIMETER AROUND THE HOUSE AND PROVIDE HYDROMULCH TO THIS AREA
  - PROVIDE TREES AS REQUIRED BY THE CITY OR COUNTY

## 2. FOUNDATION WORK:

- PROVIDE TREES AS REQUIRED BY THE CITY OR COUNTY IF THERE IS AN EXISTING FENCE AND IT PERTURBED BY THE CONTRACTOR'S ACTIVITIES, THE CONTRACTOR SHALL RESTORE SUCH FENCE TO PREVIOUS, OR BETTER, CONDITIONS. EXISTING GATES THAT ARE REMOVED OR IN THE WAY OF NEW DRIVEWAY SHALL BE REINSTALLED TO PROPER LOCATION AND ELEVATION WITH NEW WORK
- FINISH GROUND GRADE SHALL BE MAX. 2" AT CONCRETE EDGES
- 4. FOUNDATION WORK:
  - PROVIDE TERMITE TREATMENT TO ALL HOUSE WITH A MIN. 1-YEAR WARRANTY
  - BUILD A NEW CONCRETE FOUNDATION COMPLYING WITH THESE PLANS AND SPECS, CITY AND/OR COUNTY REQUIREMENTS, AND APPLICABLE CODES. FINISH FLOOR ELEVATION SHALL BE MIN. 1" ABOVE STREET CENTERLINE OR 12" ABOVE NATURAL GRADE, WHICHEVER IS GREATER. RE. SITE PLAN
  - PROVIDE CONCRETE PAD FOR CONDENSING UNIT MIN. 3" WIDER OF UNIT DIMENSIONS
  - PROVIDE A MIN. 12x25' CONCRETE DRIVEWAY (MAY VARY BY CITY)
  - TRENCHING FOR FOOTING SHALL BE AS PER PLANS, MIN. 30" FOR PERIMETER BEAMS AND 24" FOR INTERIOR BEAMS
- 5. PORCH & CANOPY FLOORS:
  - THE HOUSE SHALL HAVE PORCH CONCRETE FLOORS AS FOLLOWS:
    - A FRONT PORCH
    - A BACK OR SIDE PORCH PER PLAN LAYOUT
  - 6. FRAMING:
    - INTERIOR AND EXTERIOR WALLS:
      - 2x4" (#2 OR BETTER)
      - SOLE PLATE TREATED LUMBER OVER SILL PLATE
      - GASKET
      - TOP PLATE: (2)2x4's
      - 2 1/2" PRE-CUT STUDS @16" O.C.
      - CRIPPLE WALL AT WINDOW SILL
      - CEILING JOIST CHAIN BLOCKING @24" O.C.
    - b) 2x6" (#2 OR BETTER)
      - CHASE WALL AT BATHROOMS
      - CHESS JOISTS FOR SPANS LESS THAN 12'. 2x4" O.C.
      - CEILING JOIST FOR SPANS MORE THAN 12'. 16" O.C.
    - c) 2x8" (#2 OR BETTER)
      - WINDOW AND DOOR HEADERS WITH 1" OR 2" SPACER
      - ROOF RAFTERS @24" O.C.
    - d) SHEATHING:
      - EXTERIOR WALL (EXTERIOR SIDE): 1/2" #4x8" GRADE PLYWOOD OR OSB WITH NAIL PATTERN PER CODE
      - ROOF: 1/2" #4x8" GRADE PLYWOOD OR OSB WITH NAIL PATTERN PER CODE
      - EXTERIOR WALL (INTERIOR SIDE): 1/2" SHEETROCK, FINISH PER SPECS
      - CEILING: 1/2" SHEETROCK, FINISH PER SPECS
    - e) WANDRACING:
      - INSTALL 1/2" #4x8" ROOF @48" O.C. AT PERIMETER
      - INSTALL 1/2" #4x8" ROOF @48" O.C. AT EVERY CORNER
      - INSTALL 1" SHAPED STUD PLATE INS EVERY OTHER STUD
      - INSTALL 1/4" BRONZE STRAPS AT EVERY OTHER RAFTER
      - INSTALL COLUMN BASE ANCHORS & COLUMN TO BEAM CONNECTOR AT EACH PORCH COLUMN

## 7. ROOFING:

- ROOFING CONTRACTOR SHALL HAVE MINIMUM THREE YEARS EXPERIENCE INSTALLING COMPOSITION ROOFING SHINGLES
- WORK SHALL BE PERFORMED IN ACCORDANCE WITH MCGA ROOFING AND WATERPROOFING MANUAL
- INSTALLATION PROCEDURES SHALL BE PER MANUFACTURER'S RECOMMENDATIONS
- ANTICIPATE AND OBSERVE ENVIRONMENTAL CONDITIONS WITHIN LIMITS RECOMMENDED BY MANUFACTURER
- PROVIDE SELF-ADHERED WATER BARRIER SYNTHETIC UNDERLAYMENT
- PROVIDE COMPOSITION SHINGLES EQUAL TO "OWENS CORNING" OARBIDE, ALGAL RESISTANT AND 130 MPH WIND RESISTANCE. COLOR AS SELECTED BY OWNER
- HIP AND RIDGE SHINGLES SHALL BE OF THE SAME OR BETTER MATERIAL
- FASTENERS SHALL BE MINIMUM 12-GAUGE GALVANIZED STEEL INSTALLED PER LOCAL CODE REQUIREMENTS
- INSTALL UNDERLAYMENT PER MANUFACTURER'S INSTRUCTIONS
- INSTALL CONTINUOUS GALVANIZED DRIP EDGE ON ALL ROOF EDGES
- INSTALL 2x6" SQUARE PIECE OF SELF-ADHERED UNDERLAYMENT OVER RIDGE
- INSTALL SELF-ADHERED WATER BARRIER MIN. 6" UP THE WALL AND 4" ON THE ROOF SURFACE AT WALL-ROOF INTERSECTION
- INSTALL COMPOSITION SHINGLES PER MANUFACTURER'S RECOMMENDATIONS
- PROJECT INSTALLED ROOFING UNTIL COMPLETION OF THE PROJECT

## 8. THERMAL INSULATION:

- APPLE CALULATING AT BOTH SIDES OF RAFTER AGAINST ROOF AND WALL SHEATHING UNGLAZED THERMAL BATTS
- INSULATE RAFTERS WITH R-13 EQUAL WEIGHTED BATTING. PROVIDE BATTES THE VERY 4" TO ENSURE BATTES STAY IN PLACE OPTIMAL TO CONTRACTOR
- INSTALL OPEN CELL SPARY FOAM INSULATION WITH AN R-34 VALUE
- INSTALL 1/2" #4x8" GLASS FIBER BLANKET R-15 AT WALLS EQUAL TO "OWENS CORNING". INSTALL PER MANUFACTURER'S RECOMMENDATIONS. IF BLANKETS HAVE FLANGES, STAPLE FLANGES TO WALL STUDS
- PROJECT INSULATION FROM DAMAGE UNTIL IT IS FULLY COVERED
- APPLY INSULATION FOAM AROUND ALL WINDOWS, DOORS, WIRES, PLUMBING AND ELECTRICAL PENETRATIONS, BOTTOM PLATE, AND ALL OPENINGS AND/OR GAPS
- ALL EXTERIOR EXPOSED PLUMBING AND A/C PIPES SHALL BE INSULATED WITH MIN. R-3 FOAM PIPE INSULATION

## 9. EXTERIOR FINISHES:

- BRICK VENEER: STANDARD FACE, MODULAR SIZE BRICK EQUAL TO "FACILE BRICK". COLOR AS SELECTED BY OWNER PER PROGRAM PRESELECTED COLORS WITH POINT AND GROUT-LIKE MIX MORTAR, NOT JOIP GALVANIZED ADJUSTABLE ANCHORS, METAL FLASHING FLEXIBLE FLASHING, INDEPENDENT PRE-MOLDED FILLER STRIPS, CELLULAR PLASTIC WEEPCRETE
- COORDINATE WITH OTHER TRADES FOR EQUIPMENT OPENINGS AND DOORS & WINDOWS OPENINGS
- PROVIDE EXPANSION JOINT WHERE SHOWN ON PLANS
- CLEAN BRICK AS WORK PROGRESSES AND AT THE END OF INSTALLATION
- SIDING, FASCIA, SOFFIT & TRIM: FIBER CEMENT EQUAL TO "JAMES HARDIE"
- PROVIDE 1/2" THK. SIERRA 8 VERTICAL PANEL, WHERE SHOWN ON PLANS
- PROVIDE 1/2" THK. NON-VENTED SOFFIT PANEL, WHERE SHOWN ON PLANS
- PROVIDE 1/2" THK. CEDARSHILL LVP SIDING PLANKS WHERE SHOWN ON THE PLANS
- PROVIDE 1/2" THK. 8" HT. FASCIA AND 2 1/2" HT. TRIM

## 10. DOORS:

- EXTERIOR DOORS: PROVIDE 1 1/2" x 6" PRE-HUNG SIX-PANEL, 20-GAUGE, METAL DOOR EQUAL TO "EILWEN" PREMIUM DOORS WITH POLYSTYRENE CORE WITH DOUBLE REBUILT HOLES, WITH A 0.47 U-FACTOR AND A 0.25 SHGC VALUE.
- PROVIDE DOOR HARDWARE COMPLYING WITH ADA SHALL INCLUDE BUT NOT LIMITED TO, DEADBOLT, LEVER TYPE DOOR Knob, STOPS OR WALL BUMPER, THRESHOLD, AND SILENCERS
- INTERIOR DOORS: PROVIDE PRE-HUNG, SOLID CORE SIX PANEL, MOLDED DOOR EQUAL TO "EILWEN" WITH WOOD GRAIN AND PRE-BORED HARDWARE FOR INTERIOR DOORS SHALL MEET ADA

## 11. WINDOWS:

- PROVIDE VINYL SINGLE HUNG WINDOWS WITH COLONIAL GRILLS EQUAL TO "EILWEN" V-2800 SERIES
- WINDOWS SHALL BE ENERGY EFFICIENT WITH DOUBLE PANE LOW-E GLASS WITH 0.29 U-FACTOR AND 0.21 SHGC
- WINDOW SIZES PER PLAN
- WINDOW LABELS SHALL REMAIN IN PLACE UNTIL FINAL INSPECTION HAS BEEN CLEARED

## 12. INTERIOR FINISHES:

- PROVIDE 1/2" THK. WITH TAPERED LONG EDGES GYPSUM WALL BOARD EQUAL TO "USG" AT WALLS AND CEILING. GWB SHALL BE FLOATED, AND TEXTURED, WALLS AND CEILING SHALL HAVE ORANGE PEEL TEXTURE
- PROVIDE 1/2" THK. DAMP RESISTANT SHEETROCK AT WET AREAS LIKE BATHROOMS AND BEHIND KITCHEN SINK AND WASHER
- POVIDE 1/2" x 1/2" VINYL FLOORING TO ALL LIVING AREAS EQUAL TO "ACHIM", STYLE AS SELECTED BY OWNER PER PROGRAM PRE-SELECTED STYLES. INSTALL VINYL TILE WITH COMPATIBLE ADHESIVE AND PER MANUFACTURER'S RECOMMENDATION
- WALL BASE SHALL BE 3/4" WOOD TRIM, PAINTED TO MATCH SURFACE
- PROVIDE PAINT WITH LOW VOC CONTENT EQUAL TO "SHERWIN-WILLIAMS". PAINT SHALL BE COMPATIBLE WITH SUBSTRATE MATERIAL. COLORS AS SELECTED BY OWNER PER PROGRAM PRE-SELECTED COLORS
- ENSURE SURFACES ARE IN ACCEPTABLE CONDITIONS BEFORE APPLYING PAINT. APPLY ONE COAT OF PRIMER AND TWO COATS OF PAINT. APPLY PAINT PER MANUFACTURER'S INSTRUCTIONS. ALLOW AT LEAST ONE WALL WITH ACCENT COLOR

**H.C. URBAN COUNTY PROGRAM**  
**2-BEDROOM / 1-BATHROOM UNIT**  
**OWNER OCCUPIED REHABILITATION PROGRAM**  
PROJECT NO. SUR 21.867 - A

**SAMES, Inc.**  
200 S. 10th St. Suite 1500  
McAllen, Texas 78501  
TEL: (956) 702-8880  
FAX: (956) 702-8883

TEXAS REGISTERED  
ENGINEERING FIRM No. F-19882  
SURVEYING FIRM No. 19149-B-00

OUTLINE SPECS  
**5.1**  
SEPTEMBER 27, 2022

- 13. CABINETS & GENERAL MILLWORK:**
- PROVIDE PREFINISHED, STOCK ASSEMBLED CABINETS AT KITCHEN, LAUNDRY, AND BATHROOM VANITY AS SHOWN ON PLANS, WITH ADJUSTABLE SHELVES, SELF-CLOSING HINGES. CABINETS MAY BE SITE BUILT TO PROFESSIONAL STANDARDS. MAXIMUM HEIGHT FOR BASE CABINETS (KITCHEN & VANITY) SHALL BE 34" TO MEET ADA.
  - PROVIDE PLASTIC LAMINATE COUNTERTOPS EQUAL TO FORMICA CORN. COLOR AND PATTERNS AS SELECTED BY OWNER FROM THE LISTED BELOW. VANITY COUNTERTOP TO MATCH VANITY SINK.
  - PROVIDE SOLID WOOD SHELVEING AT CLOSETS WITH 1 1/2" DIAMETER CHROME ROD WITH COMPATIBLE HARDWARE.
- 14. KITCHEN RESIDENTIAL EQUIPMENT:**
- PROVIDE THE FOLLOWING APPLIANCES:
  - RANGE, FOUR BURNERS, ELECTRIC DROP-IN RANGE WITH FRONT CONTROLS WITH SELF-CLEANING OVEN
  - RANGE HOOD, DUCTED, UNDER CABINET RANGE HOOD WITH REAR EXHAUST
  - THE FOLLOWING APPLIANCE ARE BY OWNER: WASHER, DRYER, AND REFRIGERATOR
- 15. BATHROOM ACCESSORIES:**
- PROVIDE THE FOLLOWING STANDARD BATHROOM ACCESSORIES:
  - ADJUSTABLE CURTAIN ROD WITH PRIVACY PLASTIC SURETAK, SET AT PROPER HEIGHT TO AVOID OVER TUB/ET PAPER DISPENSER (TO MEET ADA), TOOTH BRUSH & SOAP HOLDER
  - 36"X36" FEATHER HERRON AT VANITY, HERRON AT ACCESSIBLE BATHROOM BOTTOM HEIGHT TO MEET ADA
  - PROVIDE THE FOLLOWING BATHROOM ACCESSORIES MEETING ADA:
  - WALL MOUNTED L-SHAPED FOLDING SEAT, DURABLE AND RUST PROOF, WITH ANTIMICROBIAL SURFACES
  - 1-1/2" DIAMETER POLISHED STAINLESS STEEL GRAB BARS, 42" LONG AND 36" LONG AT W.C. AND 42" LONG AND 24" LONG AT SHOWER, HEIGHT TO MEET ADA. PROVIDE BLOCKING ON THE WALL.

- ALL PLUMBING SHALL BE AS FOLLOWS:
  - SCHEDULE-40, SOLID WALL PVC PIPE FOR SEWER LINES, DIAMETER AS REQUIRED BY PATURE AND PER CODE
  - PROVIDE CLEANOUTS AT THE END OF LINES AND AT EVERY TURN IN DIRECTION (INSIDE AND OUTSIDE THE HOUSE)
  - 1" DUCTILE IRON, SCHEDULE 40 SOLID WALL PVC FOR ALL EXTERIOR, UNDERGROUND WATER SUPPLY WATER SUPPLY SHALL HAVE A CUT-OFF VALVE BEFORE HOUSE ENTRY
  - INTERIOR WATER SUPPLY SHALL BE "TEXT" OF THE APPROPRIATE DIAMETERS
  - PROVIDE MIN. TWO BRASS HOSE BIBS FAUCETS, ONE AT THE FRONT AND THE OTHER ON THE REAR ESCUTCHEON PLATES AT EACH FIXTURE
  - PROVIDE 3/4" DIAMETER CUT-OFF VALVES WITH ESCUTCHEON PLATES AT EACH FIXTURE
  - APPLY SEALANT AT ALL DRAINS AND AROUND SINK PERIMETER
  - PROVIDE THE FOLLOWING PLUMBING FIXTURES:
  - TOP MOUNTED, DOUBLE BOWL, 33"x22" DROP-IN STAINLESS STEEL, KITCHEN SINK, 20-GAUGE, WITH FOUR PRE-DRILLED HOLES, PROVIDE 2-HANDLE LEVER TYPE KITCHEN FAUCET WITH SIDE SPRAYER
  - TOP MOUNTED VITREOUS CHINA LAVATORY SINK WITH LEVER TYPE FAUCET TO MEET ADA, COMPLETE WITH ALL FITTINGS
  - 1.28 GPF VITREOUS CHINA, TWO PIECE TOILET COMPLETE WITH ALL FITTINGS, INCLUDING SEAT, TOILET AT ACCESSIBLE BATHROOM SHALL MEET ADA HEIGHT
  - DUAL SHOWER HEAD WITH HANDHELD SHOWER HEAD TO MEET ADA, WITH LEVER TYPE MIXING FAUCET
  - PROVIDE A 50-GAL ELECTRIC WATER HEATER WITH TWO ELEMENTS FOR FAST RECOVERY
  - IN-WALL WASHER MACHINE BOX WITH BRASS INLET CONNECTIONS AND PVC SEWER CONNECTION
- 17. HVAC:**
- PROVIDE 4" DIAMETER DRYER EXHAUST VENT SYSTEM
  - PROVIDE 4" DIAMETER KITCHEN HOOD EXHAUST VENT
  - PROVIDE AND INSTALL MIN. 16 SEER SPLIT SYSTEM CENTRAL AIR CONDITIONING (AIR HANDLING UNIT AND CONDENSING UNIT) WITH ELECTRIC HEAT EQUAL TO "CARRIER"
  - DUCTWORK SHALL RUN INSIDE CONDITIONED SPACE AND SHALL BE INSULATED PER CODE. DUCTWORK SHALL BE TESTED FOR LEAKS. DUCTWORK SHALL BE BALANCED FOR UNIFORM AIR DISTRIBUTION
  - PROVIDE PROGRAMMABLE DIGITAL THERMOSTAT

- 18. ELECTRICAL:**
- THE WORK CONSISTS OF FURNISHING AND INSTALLATION OF ALL EQUIPMENT AND MATERIALS NECESSARY AND REQUIRED BY CODE TO FORM COMPLETE AND FUNCTIONING SYSTEMS. ALL MATERIALS SHALL BE NEW AND WITHOUT DEFECTS
  - SOME COORDINATION MAY BE NECESSARY WITH OTHER TRADES
  - PROVIDE NEW ELECTRICAL SERVICE, MIN. 100 AMP, FOR BATHROOM AND ELECTRIC COMPANY FOR BATHROOM PANEL. HOSES SHALL BE AS SHOWN ON PLANS. IF ANOTHER LOCATIONS IS NECESSARY IT SHALL BE INSTALLED AT THE MASTER BEDROOM BEHIND THE DOOR OR IN ANOTHER UNNOTICEABLE LOCATION
  - PROVIDE 220V CONNECTIONS FOR RANGE, DRYER, AND WATER HEATER
  - PROVIDE GFCI OUTLETS AT BATHROOM, WASHER, AND ALL KITCHEN WALLS
  - ALL EXTERIOR OUTLETS SHALL BE WATER PROOF GFCI
  - ALL OUTLETS SHALL BE SET AT 15" A.F.F. UNLESS NOTED OTHERWISE
  - ALL SWITCHES, CONTROLS (THERMOSTAT), AND ELECTRICAL PANEL, SHALL BE SET AT 48" A.F.F.
  - PROVIDE 5/8" DIAMETER CEILING FANS AT ALL BEDROOMS AND LIVING ROOM, WITH VARIABLE SPEED AND REVERSE BLADES, AND LED LIGHTS, AND DOWN ROD
  - INSTALL WATER PROOF LIGHT FIXTURES FOR OUTDOOR USE
  - PROVIDE MIN. 100 CFM BATHROOM EXHAUST FAN WITH LED LIGHT
  - PROVIDE WIRE, INTERCONNECTED SMOKE DETECTORS AT EACH BEDROOM AND OUTSIDE SLEEPING ROOMS, SMOKE DETECTOR SHALL BE MIN. 4 FT AWAY FROM EDGE OF CEILING FAN BLADES
  - PROVIDE PHONE AND TV JACK CONNECTION ON EACH ROOM, LIVING AND KITCHEN IF REQUESTED BY OWNER

**HOMEOWNERS RESPONSIBILITIES:**

- SHALL REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OF CONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONED VEHICLES, OLD LUMBER, OLD APPLIANCES, ETC.
- MAKING ALL NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO NEW DWELLING

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP INFORMATION AND PLANS AS PRESENTED TO ME

NAME OF APPLICANT \_\_\_\_\_

NAME OF CO-APPLICANT \_\_\_\_\_

**SAMES, Inc.**

200 S. 10th St. Suite 1500  
MADALLEN, TEXAS 75801  
TEL: (936) 702-8880  
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TEXAS REGISTERED  
ENGINEERING FIRM No. F-10092  
SURVEYING FIRM No. 1814-6-00

**H.C. URBAN COUNTY PROGRAM**

**2-BEDROOM / 1-BATHROOM UNIT**

**OWNER OCCUPIED REHABILITATION PROGRAM**

PROJECT No. SUR 21.867 - A

SEPTEMBER 27, 2022

OUTLINE SPECS

5.2



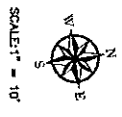
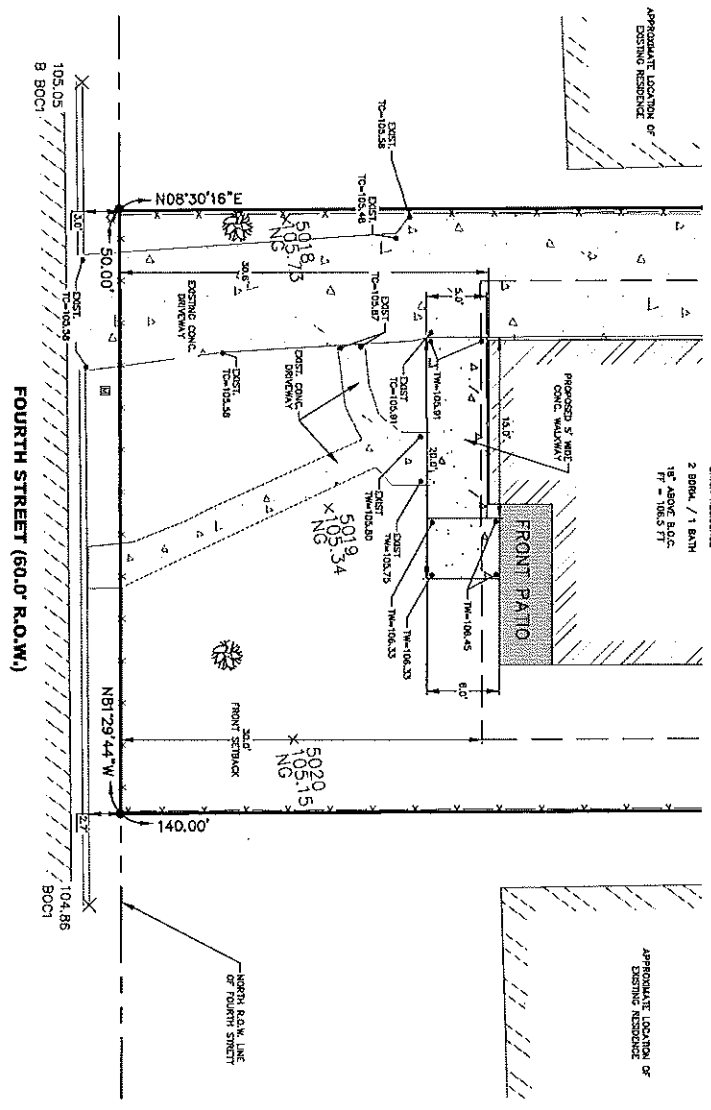






JOB NUMBER	SITE NUMBER	DESIGN BY	FOUND. BY	DATE
SUR 21,867	09	P.A.	L.L.A.	02/16/2003

SHEET 1 OF 1 SHEET PA1



- GENERAL GRADING & IMPROVEMENT NOTES:**
1. CONTRACTORS SHALL FOLLOW SPECIFICATIONS ON HOUSE PLANS.
  2. FOUNDATION DEPOSURE SHALL BE NO MORE THAN 6 INCHES.
  3. SUITABLE GRAVEL MATERIAL SHALL BE USED AS BASE FOR DRIVEWAYS. DRIVEWAYS SHALL BE 12 INCHES DEEP AND 18 INCHES WIDE. DRIVEWAYS SHALL BE CONCRETE OR ASPHALT. DRIVEWAYS SHALL BE 18 INCHES WIDE AND 12 INCHES DEEP. DRIVEWAYS SHALL BE 18 INCHES WIDE AND 12 INCHES DEEP. DRIVEWAYS SHALL BE 18 INCHES WIDE AND 12 INCHES DEEP.
  4. PREPARATION AND STABILIZATION OF THE FINAL GRADING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SAN JUAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SAN JUAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SAN JUAN.
  5. ALL PERMITS, ORDINANCES AND REGULATIONS SHALL COMPLY TO THE CITY OF SAN JUAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SAN JUAN.

**PLOT PLAN 2 OF 2**

ALL OF LOT 14, BLOCK 2, PALACE GARDENS SUBDIVISION, IN ACCORDANCE WITH THE CITY OF SAN JUAN, SAN JUAN COUNTY, PUERTO RICO, AS SHOWN ON THE RECORDING MAP VOLUME 12, PAGE 15, AND RECORDS OF SAN JUAN COUNTY, PUERTO RICO.

**SAMES**  
 504 S. 10TH STREET, SUITE 1500, SAN JUAN, PUERTO RICO 00906  
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 WWW.SAMES.COM  
 10000 5TH AVENUE, SUITE 100, SAN JUAN, PUERTO RICO 00906

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	May 2, 2023
Demolition	May 11, 2023
Construction Start	May 12, 2023
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	August 10, 2023

BUDGET

	Total Cost
Pre-Development	\$ 0.00
Acquisition	\$ 0.00
Demolition/Construction	\$115,500.00
Other Costs:	\$ 0.00
<b>TOTAL PROJECT COSTS</b>	<b>\$115,500.00</b>

**EXHIBIT "C"**  
**SPECIAL CONDITIONS**

**None.**