

INVOICE

8/A Builders LLC
1301 Cedro St
Penitas, TX 78576

claudia8builders@gmail.com
+1 (956) 627-1327

Hidalgo County Purchasing Department

Bill to

Hidalgo County Purchasing Department
2802 US-281 Bus.
Edinburg, Texas 78539

Invoice details

Invoice no.: 1551
Terms: Due on receipt
Invoice date: 10/24/2023
Due date: 11/24/2023

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Services Item # 1 Field Personnel, Project Manager, average		0.6	\$3,749.00	\$2,249.40
2.		Services Item # 2 Field Personnel, Superintendent, average		1.2	\$3,725.00	\$4,470.00
3.		Services Item # 3 Mobilization or demobilization delivery charge for small equipment		4	\$154.35	\$617.40
4.		Services Item #4 Mobilization or demobilization delivery charge for equipment, hauled 3 ton captowed trailer		4	\$263.83	\$1,055.32
5.		Services Item # 5 Mobilization or demobilization delivery charge for equipment, hauled 20 ton cap towed trailer		4	\$667.12	\$2,668.48
6.		Services Item #6 Mobilization or demobilization, delivery charge for equipment, hauled on 40-ton capacity towed trailer		2	\$823.35	\$1,646.70
7.		Services Item # 9 Barricades, wood barrier walls, stock units, plain, buy, 6' high, 8' wide		14	\$248.20	\$3,474.80
8.		Services Item # 92 Performance Bond 100%		1	\$23,414.02	\$23,414.02

Total **\$39,596.12**

Ways to pay

Note to customer

PO# 870714 Construction for New Addition to Jail Parking Lot
8/A PO# 54-23
Project Name: HC Sheriff's Office West Parking Lot

P.O.#: 870714

Invoice Received By: A Eilenberger on: 11/22/2023

Goods/Services Received By: Sgt. E. Longoria on: 10/24/2023

1100-420-21-280-005-0 740

m:m


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11/22/23
E *4277*

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Name HC Sheriff's Office West Parking Lot

Job No. PO#870714/ 8/A PO# 54-23

On receipt by the signer of this document of a check from Hidalgo County Purchasing Department (maker of check) in the sum of \$ 39,596.12 payable to 8/A Builders, LLC (payee or payees of check) 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 Hidalgo County Purchasing Department (owner) located at 711 El Cibolo Rd., Edinburg, TX (location) to the following extent: West Parking Lot (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Hidalgo County Purchasing Department (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

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 progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date: 10/24/23

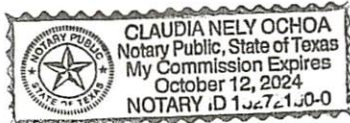
Company Name: 8/A Builders, LLC

By: Arnoldo Ochoa

Signature: [Handwritten Signature]

Title: President

SUBSCRIBED AND SWORN TO BEFORE ME this the 24th day of October, 2023.



NOTARY PUBLIC, in and for the State of Texas

Signature: [Handwritten Signature]

My Commission Expires: October 12, 2024.

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

Pay Request #1
October 24, 2023
October 24, 2023
PO# 870714 HC West Parking
Lot at Sheriff's Office

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)		
1	Field Personnel Project Manager average	11,247.00	0.00	2,249.40	0.00	2,249.40	20.00%	8,997.60	0.00
2	Field Personnel Superintendent average	22,350.00	0.00	4,470.00	0.00	4,470.00	20.00%	17,880.00	0.00
3	Mobilization or demobilization delivery charge for small equipment	1,234.80	0.00	617.40	0.00	617.40	50.00%	617.40	0.00
4	Mobilization or demobilization delivery charge for equipment hauled 3 ton captowed trailer	2,110.64	0.00	1,055.32	0.00	1,055.32	50.00%	1,055.32	0.00
5	Mobilization or demobilization delivery charge for equipment hauled 20 ton cap towed trailer	5,336.96	0.00	2,668.48	0.00	2,668.48	50.00%	2,668.48	0.00
6	Mobilization or demobilization delivery charge for equipment hauled on 40-ton capacity towed trailer	3,293.40	0.00	1,646.70	0.00	1,646.70	50.00%	1,646.70	0.00
7	Temporary roads gravel fill 8 1/2 gravel depth excl surfacing	1,659.06	0.00	0.00	0.00	0.00	0.00%	1,659.06	0.00
8	Removal - Temporary	301.08	0.00	0.00	0.00	0.00	0.00%	301.08	0.00

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)		
	roads gravel fill 811 11 gravel depth excl surfacing 100% of installation								
9	Barricades wood barrier walls stock units plain buy 6' high 8' wide	3,474.80	0.00	3,474.80	0.00	3,474.80	100.00%	0.00	0.00
10	Cleaning up cleanup of floor area continuous per day during construction	577.90	0.00	0.00	0.00	0.00	0.00%	577.90	0.00
11	Demolish remove pavement & curb sidewalk concrete rod reinforced 61111 thick with hand held air equipment excludes hauling	3,995.46	0.00	0.00	0.00	0.00	0.00%	3,995.46	0.00
12	Demolish remove pavement & curb remove concrete curbsreinforces excludes hauling and disposal fee	868.75	0.00	0.00	0.00	0.00	0.00%	868.75	0.00
13	Demolish remove pavement & curb curbs excludes hauling minimum labor/equipment charge	320.20	0.00	0.00	0.00	0.00	0.00%	320.20	0.00
14	Signs stock aluminum reflectorized high intensity .080" aluminum 24" x 24" excludes posts	194.90	0.00	0.00	0.00	0.00	0.00%	194.90	0.00
15	Signs stock signs high	192.98	0.00	0.00	0.00	0.00	0.00%	192.98	0.00

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User Notes:

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)		BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G÷C)			
	intensity 24" x 24" excludes posts								
16	Signs 12'-0" add to above for steel posts galvanized upright bolted	153.94	0.00	0.00	0.00	0.00	0.00%	153.94	0.00
17	Excavating trench or continuous footing common earth 3/8 C.Y. excavator 1' to 4' deep excludes sheeting or dewatering	968.00	0.00	0.00	0.00	0.00	0.00%	968.00	0.00
18	Excavating bulk dozer open site bank measure common earth, 80 HP dozer, 300' haul	588.24	0.00	0.00	0.00	0.00	0.00%	588.24	0.00
19	Backfill structural common earth 55 HP wheeled loader 50' haul excludes compaction	945.10	0.00	0.00	0.00	0.00	0.00%	945.10	0.00
20	Backfill structural common earth 80 HP dozer 300' haul from existing stockpile excludes compaction	234.50	0.00	0.00	0.00	0.00	0.00%	234.50	0.00
21	Borrow material only bank run gravel	41,938.75	0.00	0.00	0.00	0.00	0.00%	41,938.75	0.00
22	Borrow bank run gravel haul 2 miles haul spread with 200 H.P. dozer	4,203.90	0.00	0.00	0.00	0.00	0.00%	4,203.90	0.00
23	Borrow bank run gravel hand spread	373.50	0.00	0.00	0.00	0.00	0.00%	373.50	0.00
24	Borrow delivery charge minimum 20 tons 2 hour	19,600.00	0.00	0.00	0.00	0.00	0.00%	19,600.00	0.00

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)		
	round trip add								
25	Fill by borrow and utility bedding borrow select fill for shoulders and embankments spread fill with front-end loader	4,464.72	0.00	0.00	0.00	0.00	0.00%	4,464.72	0.00
26	Cycle hauling(wait load travel unload or dump & return) time per cycle excavated or borrow loose cubic yards 30 min load/wait/unload 12 C.Y. truck cycle 10 miles 40 MPH excludes loading equipment	4,188.30	0.00	0.00	0.00	0.00	0.00%	4,188.30	0.00
27	Compaction water for 3000 gallon truck 3 mile haul	1,495.00	0.00	0.00	0.00	0.00	0.00%	1,495.00	0.00
28	Soil stabilization hydrated lime for base 2% mix by weight 6" deep includes scarifying and compaction	48,597.64	0.00	0.00	0.00	0.00	0.00%	48,597.64	0.00
29	rip-rap and rock lining random broken stone 18" minimum thickness machine placed for slope protection not grouted	7,831.72	0.00	0.00	0.00	0.00	0.00%	7,831.72	0.00
30	Watering water lawn or planting bed 1" of water with hose	5,030.10	0.00	0.00	0.00	0.00	0.00%	5,030.10	0.00
31	Plant-mix asphalt	45,868.66	0.00	0.00	0.00	0.00	0.00%	45,868.66	0.00

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G÷C)			
	paving for highways and large paved areas wearing course alternate method for developing paving costs 211 11 thick no hauling included								
32	Asphaltic concrete paving parking lots & driveways pre-treatment for paving prime coat emulsion 0.30 gallons/S.Y. 1000 S.Y	10,100.14	0.00	0.00	0.00	0.00	0.00%	10,100.14	0.00
33	Cast-in place concrete curbs & gutters straight wood forms 0.055 C.Y. per LF 611 11 high curb 611 11 thick gutter 24" wide includes concrete	44,128.50	0.00	0.00	0.00	0.00	0.00%	44,128.50	0.00
34	Precast concrete parking bumpers wheel stops precast concrete 8" x 13" x 6' - 0" includes 2 dowels per each	6,010.90	0.00	0.00	0.00	0.00	0.00%	6,010.90	0.00
35	Painted pavement markings thermoplastic white or yellow 4" wide less than 6000 LF	4,411.50	0.00	0.00	0.00	0.00	0.00%	4,411.50	0.00
36	Painted pavement markings thermoplastic white or yellow 12" wide less than 6000 LF	233.76	0.00	0.00	0.00	0.00	0.00%	233.76	0.00
37	Painted pavement markings thermoplastic	3,459.20	0.00	0.00	0.00	0.00	0.00%	3,459.20	0.00

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)		
	white or yellow arrows								
38	Seeding athletic fields seeding fescue chewing with mulch and fertilizer 5.5 lb. per M.S.F. hydro/air seeding	3,169.80	0.00	0.00	0.00	0.00	0.00%	3,169.80	0.00
39	Public storm utility drainage piping reinforced concrete pipe (RCP) 18" diameter 6' lengths class 3 excludes excavation or backfill gaskets	13,104.00	0.00	0.00	0.00	0.00	0.00%	13,104.00	0.00
40	C.I.P. concrete forms slab on grade edge wood to 6" high 4 use includes erecting bracing stripping and cleaning	682.00	0.00	0.00	0.00	0.00	0.00%	682.00	0.00
41	C.I.P. concrete forms wall job built plywood to 8' high 2 use includes erecting bracing stripping and cleaning	7,778.60	0.00	0.00	0.00	0.00	0.00%	7,778.60	0.00
42	Reinforcing steel in place slab on grade 13 to 17 A615 grade 60 incl labor for accessories excl material for accessories	396.00	0.00	0.00	0.00	0.00	0.00%	396.00	0.00
43	Reinforcing steel in place walls 13 to 17 A615 grade 60 incl labor for accessories	1,392.00	0.00	0.00	0.00	0.00	0.00%	1,392.00	0.00

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			WORK COMPLETED				TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)					BALANCE TO FINISH (C - G)
	excl material for accessories									
44	structural concrete ready mix heavyweight 3500 psi includes local 15.00 aggregate sand Portland cement (Type I) and water delivered excludes all additives and treatments	3,737.55	0.00	0.00	0.00	0.00	0.00%	3,737.55	0.00	
45	Structural concrete placing slab on grade pumped up to 6" thick includes leveling (strike off) & consolidation excludes material	162.60	0.00	0.00	0.00	0.00	0.00%	162.60	0.00	
46	Structural concrete placing walls pumped 8" thick includes leveling (strike off) & consolidation excludes material	424.60	0.00	0.00	0.00	0.00	0.00%	424.60	0.00	
47	Structural concrete placing minimum equipment/labor charge includes leveling (strike off) & consolidation	2,436.84	0.00	0.00	0.00	0.00	0.00%	2,436.84	0.00	
48	Concrete finishing fresh concrete flatwork floors basic finishing for unspecified flatwork bull float manual float & manual steel trowel excl placing striking off	500.00	0.00	0.00	0.00	0.00	0.00%	500.00	0.00	

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)		
	& consolidating								
49	Concrete finishing minimum labor/equipment charge excl placing striking off & consolidating	1,269.18	0.00	0.00	0.00	0.00	0.00%	1,269.18	0.00
50	C.I.P. concrete forms slab on grade edge wood to 6" high 4 use includes erecting bracing stripping and cleaning	620.00	0.00	0.00	0.00	0.00	0.00%	620.00	0.00
51	Reinforcing steel in place slab on grade 13 to 17 A615 grade 60 incl labor for accessories excl material for accessories	272.25	0.00	0.00	0.00	0.00	0.00%	272.25	0.00
52	Structural concrete thickened edge for slab on grade (3500 psi) depth is added to and poured monolithically with slab 8" wide x 8" deep reinforced includes forms(4 uses) Grade 60 rebar concrete (Portland cement Type I) placing and finishing"	3,294.72	0.00	0.00	0.00	0.00	0.00%	3,294.72	0.00
53	Structural concrete ready mix heavyweight 3500 psi includes local aggregate sand Portland cement (Type I) and	1,245.85	0.00	0.00	0.00	0.00	0.00%	1,245.85	0.00

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)		
	water delivered excludes all additives and treatments								
54	Structural concrete placing slab on grade pumped up to 6" thick includes leveling (strike off) & consolidation excludes material	162.60	0.00	0.00	0.00	0.00	0.00%	162.60	0.00
55	Structural concrete placing minimum equipment/labor charge includes leveling (strike off) & consolidation	1,218.42	0.00	0.00	0.00	0.00	0.00%	1,218.42	0.00
56	Concrete finishing fresh concrete flatwork floors basic finishing for unspecified flatwork bull float manual float & manual steel trowel excl placing striking off & consolidating	270.00	0.00	0.00	0.00	0.00	0.00%	270.00	0.00
57	Concrete finishing minimum labor/equipment charge excl placing striking off & consolidating	634.59	0.00	0.00	0.00	0.00	0.00%	634.59	0.00
58	C.I.P. concrete forms slab on grade edge wood to 6" high 4 use includes erecting bracing stripping and cleaning	2,480.00	0.00	0.00	0.00	0.00	0.00%	2,480.00	0.00
59	Reinforcing steel in	2,376.00	0.00	0.00	0.00	0.00	0.00%	2,376.00	0.00

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)		
	place slab on grade 13 to 17 A615 grade 60 incl labor for accessories excl material for accessories								
60	structural concrete thickened edge for slab on grade (3500 psi) depth is added to and poured monolithically with slab 81111 wide x 8" deep reinforced includes forms(4 uses) Grade 60 rebar concrete (Portland cement Type I) placing and finishing	1,422.72	0.00	0.00	0.00	0.00	0.00%	1,422.72	0.00
61	Structural concrete ready mix heavyweight 3500 psi includes local aggregate sand Portland cement (Type I) and water delivered excludes all additives and treatments	8,720.95	0.00	0.00	0.00	0.00	0.00%	8,720.95	0.00
62	Structural concrete placing slab on grade pumped up to 6" thick includes leveling (strike off) & consolidation excludes material	1,138.20	0.00	0.00	0.00	0.00	0.00%	1,138.20	0.00
63	Structural concrete placing minimum equipment/labor charge includes leveling (strike	1,218.42	0.00	0.00	0.00	0.00	0.00%	1,218.42	0.00

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	off) & consolidation									
64	Concrete finishing fresh concrete flatwork floors basic finishing for unspecified flatwork bull float manual float & manual steel trowel excl placing striking off & consolidating	2,324.00	0.00	0.00	0.00	0.00	0.00%	2,324.00	0.00	
65	Concrete finishing specified Random Access Floors ACI Classes 1 2 3 & 4 for Composite Overall Floor Flatness & Levelness to FF35/FL25 bull float machine float & steel trowel (walk-behind) excl placing striking off & consolidating	1,835.96	0.00	0.00	0.00	0.00	0.00%	1,835.96	0.00	
66	Concrete impact drilling for anchors up to 4" D 3/8" dia in concrete or brick walls and floors, includes bit cost, layout and set up time, excl anchor	266.40	0.00	0.00	0.00	0.00	0.00%	266.40	0.00	
67	Bolt hex head plain steel 3/8" dia x 3" L A307 incl nut & washer	242.80	0.00	0.00	0.00	0.00	0.00%	242.80	0.00	
68	Steel plate structural for connections & stiffeners 3/8" T shop fabricated	1,756.00	0.00	0.00	0.00	0.00	0.00%	1,756.00	0.00	

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	incl shop primer								
69	Pavement tactile warning tiles S.F.	1,643.20	0.00	0.00	0.00	0.00	0.00%	1,643.20	0.00
70	Structural concrete thickened edge for slab on grade (3500 psi) depth is added to and poured monolithically with slab 8" wide x 8" deep reinforced includes forms(4 uses) Grade 60 rebar concrete (Portland cement Type I) placing and finishing	11,119.68	0.00	0.00	0.00	0.00	0.00%	11,119.68	0.00
71	Anchor bolt J-type 4-bolt set plain steel 1" dia x 36" L incl nut & washer job-built 4-hole template	1,052.40	0.00	0.00	0.00	0.00	0.00%	1,052.40	0.00
72	Wire copper stranded 600 volt #8 type THWN-THHN normal installation conditions in wireway conduit cable tray	6,031.36	0.00	0.00	0.00	0.00	0.00%	6,031.36	0.00
73	Grounding rod copper clad 10' long 3/4" diameter	693.06	0.00	0.00	0.00	0.00	0.00%	693.06	0.00
74	Grounding drive studs 3/4" diameter	218.04	0.00	0.00	0.00	0.00	0.00%	218.04	0.00
75	Ground clamp bronze 3/4" diameter	70.02	0.00	0.00	0.00	0.00	0.00%	70.02	0.00
76	Ground wire copper wire bare solid #2	295.37	0.00	0.00	0.00	0.00	0.00%	295.37	0.00

A	B	C	D		E	F	G		H	I
			WORK COMPLETED				TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)					BALANCE TO FINISH (C - G)
77	Electric metallic tubing (EMT) 1" diameter to 10' high incl 2 terminations 2 elbows 11 beam clamps and 11 couplings per 100 LF	189.35	0.00	0.00	0.00	0.00	0.00%	189.35	0.00	
78	EMT elbows 1" diameter to 15' H	26.40	0.00	0.00	0.00	0.00	0.00%	26.40	0.00	
79	EMT couplings compression steel 1" diameter to 15' H	54.00	0.00	0.00	0.00	0.00	0.00%	54.00	0.00	
80	EMT boxes connectors compression steel 1" diameter to 15' H	8.50	0.00	0.00	0.00	0.00	0.00%	8.50	0.00	
81	Light poles anchor base aluminum 30' high excl concrete bases	12,161.16	0.00	0.00	0.00	0.00	0.00%	12,161.16	0.00	
82	Light poles aluminum bracket arms 1 arm excl concrete bases	3,796.74	0.00	0.00	0.00	0.00	0.00%	3,796.74	0.00	
83	Parking LED Luminaire round pole mounting 88 lamp watts excl pole	9,471.42	0.00	0.00	0.00	0.00	0.00%	9,471.42	0.00	
84	Fine grading fine grade for slab on grade hand grading	1,673.00	0.00	0.00	0.00	0.00	0.00%	1,673.00	0.00	
85	Excavating chain trencher utility trench common earth 12 HP 6" wide 36" deep operator walking	1,665.00	0.00	0.00	0.00	0.00	0.00%	1,665.00	0.00	
86	Excavating chain trencher utility trench common earth 611 wide	2,970.00	0.00	0.00	0.00	0.00	0.00%	2,970.00	0.00	

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)		
	36" deep backfill by hand includes compaction add								
87	Fixed end caisson piles, open style in soft rocks and medium hard shales to 50' deep 24" diameter 0.116 CY/LF machine drilled includes excavation concrete 50 lb. reinforcing/C.Y. excludes mobilization boulder removal disposal	27,694.80	0.00	0.00	0.00	0.00	0.00%	27,694.80	0.00
88	Horizontal boring small diameter boring rocky soil 3" includes casing only 100' minimum excludes jacking pits or dewatering	5,594.00	0.00	0.00	0.00	0.00	0.00%	5,594.00	0.00
89	Electrical underground ducts and manholes PVC conduit with coupling 1 1/2" diameter schedule 40 installed by direct burial in slab or duct bank excludes excavation backfill and cast in place concrete	2,780.00	0.00	0.00	0.00	0.00	0.00%	2,780.00	0.00
90	Electrical underground ducts and manholes PVC elbows 1" diameter schedule 40	135.75	0.00	0.00	0.00	0.00	0.00%	135.75	0.00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G÷C)			
	installed by direct burial in slab or duct bank excludes excavation backfill and cast in place concrete								
91	Electrical underground ducts and manholes nylon polyethylene pull rope 1/4	400.00	0.00	0.00	0.00	0.00	0.00%	400.00	0.00
92	Performance Bond	23,414.02	0.00	23,414.02	0.00	23,414.02	100.00%	0.00	0.00
	GRAND TOTAL	\$491,694.32	\$0.00	\$39,596.12	\$0.00	\$39,596.12	8.05%	\$452,098.20	\$0.00

 **AIA** Document A312™ – 2010

Performance Bond

Bond # S7A2SU0002575

CONTRACTOR:

(Name, legal status and address)

8/A Builders LLC
1301 Cedro St.
Penitas, TX 78576

SURETY:

(Name, legal status and principal place of business)

American Alternative Insurance Corporation
555 College Road East
Princeton, NJ 08543

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

Hidalgo County Purchasing Department
2802 US-281 Bus.
Edinburg, TX 78539

CONSTRUCTION CONTRACT

Date: October 10, 2023

Amount: Four Hundred Ninety-One Thousand Six Hundred
Ninety-Four and 32/100 Dollars (\$491,694.32)

Description:

(Name and location)

West Parking Lot at Hidalgo County Sheriff's Office
PO# 870714

BOND

Date: October 19, 2023

(Not earlier than Construction Contract Date)

Amount: Four Hundred Ninety-One Thousand Six Hundred
Ninety-Four and 32/100 Dollars (\$491,694.32)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

8/A Builders LLC

Signature: _____

Name
and Title:

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

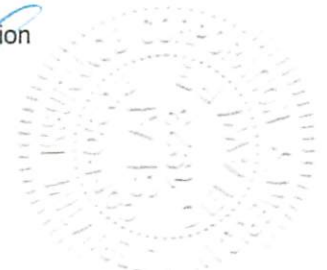
SURETY

Company: *(Corporate Seal)*

American Alternative Insurance Corporation

Signature: 

Name Russ Frenzel
and Title: Attorney-in-Fact



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

AssuredPartners of Texas, LLC
500 N Central Expy Ste 550
Plano, TX 75074

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Owner/Architect

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

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

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

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

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

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

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

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

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

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

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

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 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.

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

§ 15 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.

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: N/A

Signature: N/A

Name and Title:

Name and Title:

Address:

Address:

 **Document A312™ – 2010**

Payment Bond

Bond # S7A2SU0002575

CONTRACTOR:

(Name, legal status and address)

8/A Builders LLC
1301 Cedro St.
Penitas, TX 78576

SURETY:

(Name, legal status and principal place of business)

American Alternative Insurance Corporation
555 College Road East
Princeton, NJ 08543

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

Hidalgo County Purchasing Department
2802 US-281 Bus.
Edinburg, TX 78539

CONSTRUCTION CONTRACT

Date: October 10, 2023

Amount: Four Hundred Ninety-One Thousand Six Hundred Ninety-Four and 32/100 Dollars (\$491,694.32)

Description:
(Name and location)

West Parking Lot at Hidalgo County Sheriff's Office
PO# 870714

BOND

Date: October 19, 2023

(Not earlier than Construction Contract Date)

Amount: Four Hundred Ninety-One Thousand Six Hundred Ninety-Four and 32/100 Dollars (\$491,694.32)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

8/A Builders LLC

Signature: _____

Name
and Title:

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

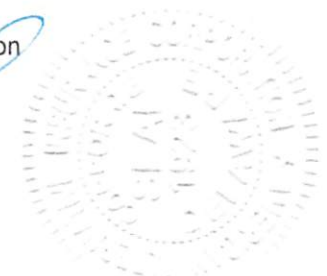
SURETY

Company: *(Corporate Seal)*

American Alternative Insurance Corporation

Signature: 

Name Russ Frenzel
and Title: Attorney-in-Fact



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

AssuredPartners of Texas, LLC
500 N Central Expy Ste 550
Plano, TX 75074

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
Owner/Architect

§ 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 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.

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____ N/A _____

Signature: _____ N/A _____

Name and Title:

Name and Title:

Address:

Address:

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Russ Frenzel; Blaine Allen; Brady K. Cox; William D. Baldwin; Brent Baldwin; Michael B. Hill; Keith Rogers; Drew Green; Sam Freireich; Brock Anglin; Cindy Alford; and Yamillec Ramos

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000). Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By: [Signature] Michael G. Kerner President
Attest: [Signature] Ignacio Rivera Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



[Signature] Jillian Sanfilippo, Notary Public, State of New Jersey, My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

- 1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

- 4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 19th day of October, 2023.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

[Signature] Ignacio Rivera (Sen 24, 2021 16:06 EDT) Deputy General Counsel & Secretary



Bond Verification

Should you wish to verify the authenticity of this bond, please send your request, including a copy of the bond, via email to:

essuretyuwsupport@munichre.com

Bond Claims or Notices

Should you wish to file any notices to the Surety for this American Alternative Insurance Corporation bond(s) they should be sent via email, including all pertinent correspondence or information to:

essuretyuwsupport@munichre.com

or

Mail to: Munich Re Specialty Insurance
437 Madison Avenue, 26th Floor
New York, NY 10022
Attn: Surety Bond Claims