

IRREVOCABLE LETTER OF DIRECTION OF CONTRACT FUNDS

Dated: 1-21-14.

Syrberus Agreement Number: 12201303

This Irrevocable Direction of Contract Funds is made at the request and direction of **Couric Enterprises, LLC dba Foremost Construction, 26986 Bass Blvd., Harlingen, TX, 78552 (Contractor)** to **Hidalgo County Purchasing Department, 2802 South Business Hwy 281, Edinburg, TX, 78539 (Owner)** in reference to any and all payments now due or to become due relative to construction of:

Job Description: Hidalgo County Precinct No. 4 - Construction of a Community Resource Center in San Carlos,

As outlined, directed, and further described in a Contract or a Letter of Intent by and between Owner and Contractor dated 12-20-13 and pursuant to requirements of a surety bond written by **International Fidelity Insurance Company, One Newark Center, 20th Floor, Newark, NJ 07102 (Surety).**

WHEREAS:

Contractor has selected **Syrberus, Inc., 4164 Austin Bluffs Parkway, Suite 362, Colorado Springs, CO 80918 (Agent)** to perform disbursement services, and Agent is willing to provide such services as described in Escrow Agreement **12201303**.

THEREFORE:

1. This agreement covers the original contract value as well as any increase due to change orders, extras, work directives, or bonuses. All payments are to be made in Contractor's name.
2. The Contractor requests that the Owner remit any payments made by check to Contractor by sending directly to **Syrberus, Inc., 4164 Austin Bluffs Parkway, Suite 362, Colorado Springs, CO 80918**. These checks are to remain in Contractor's name.
3. This direction of payment of contract funds to the bank account or to the bank is irrevocable and unconditional unless Owner receives a claim for funds from the Surety, in which case Owner is authorized and directed to honor such claim and terminate this Irrevocable Direction of Contract Funds by written notice to Agent, accompanied by a copy of the Surety's claim notice.
4. Contractor agrees that this Agreement does not supersede any rights the Owner may have to withhold payments or portions of payments granted under the Contract.
5. The Owner has no obligation or responsibility under this Agreement other than to send payment of Contract Funds to **Syrberus, Inc., 4164 Austin Bluffs Parkway, Suite 362, Colorado Springs, CO 80918**
6. Owner is advised and acknowledges that failure to deliver payments in the manner specified above may cause losses to other parties, including without limitation Surety and Agent, who are third party beneficiaries of this Agreement.

Couric Enterprises, LLC dba Foremost Construction

by

[Signature]

Acknowledgement by Owner

Hidalgo County Purchasing Department

by

Ramon Garcia

Print Name Ramon Garcia, County Judge

Approved by Commissioners' Court
on 12/20/13

Owner Contact Information

Address: _____

Email: _____

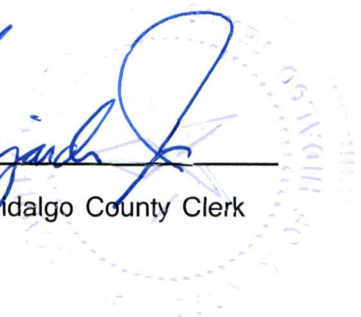
Phone: _____

Fax: _____

ATTEST:

Arturo Guajardo Jr.

Arturo Guajardo Jr., Hidalgo County Clerk



- 8) Invoice No: HC-PCT4-008-\$2,565.00-01/02/13 thru 01/31/13
- 9) Invoice No: HC-PCT4-009-\$11,205.00-02/01/13 thru 02/28/13
- 10) Invoice No: HC-PCT4-010-\$5,670.00-03/01/13 thru 03/31/13
- 11) Invoice No: HC-PCT4-011-\$3,645.00-04/01/13 thru 04/30/13
- 12) Invoice No: HC-PCT4-012-\$5,805.00-05/01/13 thru 05/31/13
- 13) Invoice No: HC-PCT4-013-\$3,510.00-06/01/13 thru 06/30/13
- 14) Invoice No: HC-PCT4-014-\$1,215.00-07/01/13 thru 07/31/13

TOTAL AMOUNT: \$68,580.00

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COUNTY JUDGE RAMON GARCIA, the Court made a UNANIMOUS vote of approval.

Vote: 2 - 0 - Unanimously

Commissioner Hector "Tito" Palacios abstained from the vote.

2. AI-42221

a. Acceptance and approval of the AIA Document A101 form of Agreement between Hidalgo County (Owner) and **NM Contracting, LLC** awarded contractor in the amount of (**\$ 462,951.00**) for **Project: Building Repairs/Renovations, Additions and/or Alterations to Restitution Center** located at **1124 "M" Road, Edinburg, TX** within **Hidalgo County Precinct No. 4, C-13-234A-10-22;**

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

b. Acceptance and approval of the AIA Document A101 form of Agreement between Hidalgo County (Owner) and **Couric Enterprises, LLC dba Foremost Construction** awarded contractor in the amount of (**\$ 1, 211.000.00**) for **Project: Construction of a Community Resource Center in San Carlos,** located at the corner of **SH 107** and **Sunflower Road, Edinburg, TX** within **Hidalgo County Precinct No. 4, C-13-072A-11-19**

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

c. Consideration and approval of an "Irrevocable Letter of Direction of Contract Funds" as required by bonding company, Syrberus, Inc., for Couric Enterprises, LLC dba Foremost Construction awarded contractor for the project: Hidalgo County Precinct No. 4 "Construction of a Community Resource Center in San Carlos" (C. C. AI #41828, Nov. 19, 2013) and thus directing all contract funds to Syrberus, Inc., 4164 Austin Bluffs Parkway, Suite 362, Colorado Springs, CO 80919, disbursement agent as further specified/detailed document (s) attached herein.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously