



2812 S. Bus. Hwy 2811
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

TRANSMITTAL FORM

Today's Date:	<u>12/23/2020</u>	Department:	<u>124 - Commissioner Precinct 4</u>
Contract No.:	<u>C-20-608-12-08</u>	Effective Date:	<u>12-30-2020</u>
Description of Project:	<u>FM 2812 HCHS Program Parking Lot Improvements</u>		
Awarded Vendor:	<u>M.J.A. Construction LLC</u>		
CC Approval on	<u>12/08/2020</u>	AI-	<u>78446</u>

Routing of documents:

- ✓ 1. Executive Office – Attn: Monica Salinas
- 2. District Attorney's Office – Attn: Robert Viña
- 3. County Judge's Office – Attn: Richard F. Cortez
- 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- 5. Purchasing Department – Attn: Alexandra Vela ext. 4865

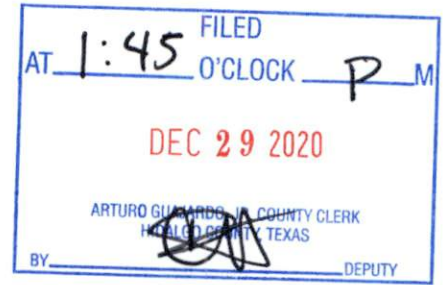
ATTENTION COUNTY CLERK'S OFFICE:

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page (Pgs. _____ to _____)
- Exhibit C – Certificate of Liability Insurance
- Other: _____

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-20-608-12-08



This Agreement entered into this 8th day of **December, 2020**, by and between the County of Hidalgo (hereinafter called the "OWNER") and **M.J.A Construction, LLC**. (a corporation) (a partnership) (an individual) of Mission, State of Texas, hereinafter called "CONTRACTOR". The County's procurement packet and Contractor's response are incorporated herein for all purposes.

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

NAME OF PROJECT

Hereinafter called the project, for the sum of (\$123,987.52) One hundred twenty three thousand, nine hundred eighty seven dollars and fifty two cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by engineer , entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 60 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$ 250.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON, December 08, 2020.

CONTRACTOR: M.J.A. Construction LLC
Print Name & Title: Sonya A. Gonzalez, General Managing Member
Name of Firm: M.J.A. Construction, LLC
Address: 3100 Hackberry Ave.
Mission, Texas, 78574
Fed I.D. #/SS #: 20-2541347

STATE OF TEXAS

COUNTY OF HIDALGO

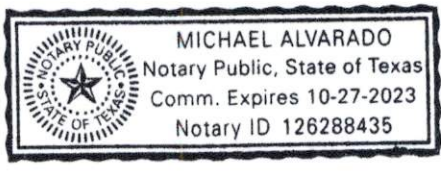
This instrument was acknowledged before me on this the 18th day of DECEMBER,
2020, by SONYA A. GONZALEZ, G.M. of and on behalf of M.J.A. CONSTRUCTION, LLC.
(Title) (A corporation)

Michael Alvarado
Notary Public-Signature

COUNTY OF HIDALGO

Richard F. Cortez

Richard F. Cortez, County Judge



ATTEST:

Arturo Guajardo, Jr.

Arturo Guajardo, Jr., County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 12-8-2020

APPROVED AS TO FORM:
Hidalgo County District Attorney's Office

By: Robert Viña
Robert Viña, Assistant District Attorney

PAYMENT BOND

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS: That we (1) MJA Construction, LLC,
a (2) limited liability company, hereinafter called
Principal and (3) Insurors Indemnity Company of
225 South Fifth Street, Waco, TX 76701, hereinafter called the
Surety, are held and firmly bound unto (4) The County of Hidalgo of
2812 S Bus. Hwy 281, hereinafter called Owner, and unto all persons, firms,
Edinburg, TX 78539 and corporations who may furnish materials for, or perform labor upon the
building or improvements hereinafter referred to the penal sum of One Hundred Twenty-Three
Seven Dollars & 52/100 (\$123,987.52) Dollars in lawful money of the United States to be Thousand Nine Hundred Eighty
paid in (5) Hidalgo County, Texas, for the payment of which sum well
and truly to be made, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly be these
presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered
into a certain contract with (6) The County of Hidalgo,
the Owner, dated the _____ day
of _____, A.D. 200_, a copy of which is hereto attached and made a
part hereof for the construction of: FM 2812 - Hidalgo County Head Start Program
Parking Lot Improvements

HIDALGO COUNTY PRECINCT # _____

These footnotes refer to numbers in body of contract above:

Date of Bond must not be prior to date of contract

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

NOW, THEREFORE, the condition of this obligation is such that, if the -1-
Principal shall promptly make payment to all claimants as defined in
Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House
Bill 344, Act 56th Legislature, Regular Session, 1925 effective April 27,
1959, supplying labor and materials in the prosecution of the work
provided for in said Contract, then this obligation shall be null and
void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the prosecution of all
claimants supplying labor and material in the prosecution of the work
provided for in said Contract, and all such claimants shall have a direct
right of action under the bond as provided in Article 5160, Revised Civil
Statutes 1925, as amended by House Bill 344, Acts 56th Legislature, Regular
Session, 1959

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall
lie in Hidalgo County, State of Texas, and that the said surety, for value

received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 22nd day of December _____ . A.D., 2020.

ATTEST:

(Principal) Secretary

(Seal)

M. S. [Signature]
Witness as to Principal

3100 Hackberry Ave.
Mission, Tx. 78574

(Address)

Principal MJA Construction, LLC

By [Signature]
Sonya A Gonzalez, Member

(Address) 3100 Hackberry,
Mission, TX 78574

Telephone Number: (956) 279-6610

Insurors Indemnity Company

Surety

ATTEST:

(Surety) Secretary

(Seal)

[Signature]
Witness as to Surety

2359 Austin Hwy
San Antonio, TX 78218

(Address)

By [Signature]
James K Swindle, Attorney-In-Fact

(Address) 225 South Fifth Street

Waco, TX 76701

NOTE: If Contractor is partnership all Partners should execute bond

Telephone Number: 1-877-816-2800

PERFORMANCE BOND

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF TEXAS

COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS: That we (1) MJA Construction, LLC, a (2) limited liability company OF 3100 Hackberry, Mission, TX 78574, hereinafter called Principal and (3) Insurors Indemnity Company of The City of Waco, State of Texas, hereinafter called the Surety, are held and firmly bound unto (4) The County of Hidalgo of Edinburg, TX 78539, hereinafter called Owner, in the penal sum of \$123,987.52 Dollars in lawful money of the United States to be paid in (5) Hidalgo County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) The County of Hidalgo, the Owner, dated the ___ day of _____, A.D. 200__, a copy of which is hereto attached and made a part hereof for the construction of: FM 2812 - Hidalgo County Head Start Program Parking Lot Improvements

HIDALGO COUNTY PRECINCT # _____

hereinafter called the "Work").

These footnctes refer to the numbers in body of contract above:

Date of Bond must not be prior to date of contract

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

(Texas Performance Bond) -- Page 2.

NCW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications, and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any

way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 22nd day of December 2020 . A.D.

ATTEST:

(Principal) Secretary

(Seal)

M. Atwood
Witness as to Principal
3100 Hackberry Ave.
Mission, Tx. 78574
(Address)

Principal MJA Construction, LLC
By S. A. Gonzalez
Sonya A Gonzalez, Member
3100 Hackberry,
(Address) Mission, TX 78574
Telephone Number: (956) 279-6610

Insurors Indemnity Company

ATTEST:

(Surety) Secretary

(Seal)

James K Swindle
Witness as to Surety

(Address)

By James K Swindle
James K Swindle, Attorney-In-Fact
225 South Fifth Street
(Address) Waco, TX 76701
Telephone Number: (877) 816-2800

NOTE: If Contractor is a partnership, all partners should execute bond.

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-37805-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

James K. Swindle of the City of San Antonio, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

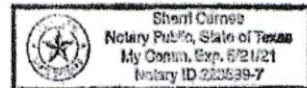
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sheri Carnes
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 22nd day of December, 2020.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.



Phone: 877 816 2800

PO Box 32577
Waco, Texas 76703-4200

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 32577
Waco, TX 76703-4200
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

DO NOT SCAN THIS PAGE

Due to the size of the documents I will be providing you with Electronic copies so they may be attached. Please let me know when you receive the agreement so I may email you the following electronic documents.

Thank You,

Alexandra Vela

Contract Specialist II

alexandra.vela@co.hidalgo.tx.us

956-318-2626 Ext. 4865

Total Pgs. 363