

reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of **one (1) year**, commencing on the execution of the contract on **May 30th, 2023** and expiring on **May 29th, 2024**, unless sooner terminated, or until satisfactory delivery and acceptance of products and/or performance of services ordered, have been rendered and completed .

4. **Consideration.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in **Exhibit “A”**, payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

5. **Licenses/Certifications.** As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority, including the State of Texas, during the term hereof to provide the Services. Company further represents that it is qualified to perform and execute the services described above. If such license or permit is suspended or revoked, this Contract shall automatically be terminated and Company shall immediately notify the County. Company shall provide the County with all current state certifications, permits, and/or licenses with applicable seals, or as otherwise required by the State of Texas.

6. **Equipment.** If applicable, Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill, and expertise to perform such Services and shall comply with all laws, rules, and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

7. **Independent Contractor.** The Company must comply with all applicable Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances applicable to the Services provided by Company under this Agreement. Notwithstanding the foregoing sentence, Company represents and maintains that Company is an Independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Company does not desire or request any fringe benefits provided to employees of County, and/or any agency of the County, including but not limited to benefits associated with Hidalgo County’s Civil Service Program. This Contract and the performance by the Parties hereunder does not create an agency relationship or master-servant relationship. Company agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder. Company will incur no financial obligation on behalf of the County without prior written approval of the County. Company will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings. The County will have no right to direct or control

the details, manner or means by which Company or its affiliates provide the Services, except as otherwise set forth in this Agreement. Company agrees to not take any action that is detrimental to, or not in the best interest of the County.

8. **Termination.** County may terminate this Agreement without cause upon thirty (30) days written notice.

9. **Non-Exclusive Services of Company.** Hidalgo County reserves the right to request this Product, Good and/or service from other sources other than the Company and shall not be in violation of any terms or conditions of this Agreement.

10. **Insurance.** Consistent with its status as an independent contractor and at its sole expense, Company 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 are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Company'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 County 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. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company 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 County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County 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. (See **Exhibit "C"** attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request. Company will be considered in breach of contract should the Company fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and immediate termination of the Agreement. Additionally, Company covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the conclusion of this Agreement.

11. **INDEMNIFICATION. COMPANY SHALL INDEMNIFY AND HOLD COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, DAMAGES, LOSSES AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEYS' FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN**

THIS CONTRACT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE COMPANY'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE COMPANY. UPON WRITTEN NOTICE FROM THE COUNTY, THE COMPANY WILL RESIST AND DEFEND AT ITS OWN EXPENSE, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE COMPANY WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED. THIS INDEMNIFICATION CLAUSE SHALL SURVIVE THIS AGREEMENT AND BE ENFORCEABLE AS A SEPARATE AGREEMENT IN THE EVENT ITS SURVIVAL AND ENFORCEMENT BECOME NECESSARY.

12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: The County of Hidalgo
 Attn: County Judge
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

If to Company: Texas Noble Builders, LLC.
 Attention: Eric Delgado
 108 S. Main St.
 La Feria, Texas 78559

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or if mailed at such time as it is deposited in the United States mail.

13. **GENERAL PROVISIONS.**

- a. **Assignment.** Except as otherwise herein provided, Company shall not assign the obligations or rights under this Agreement to any person without the prior written consent of County.
- b. **Conflict with Applicable Laws.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event, the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be

construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- c. **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- d. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The Company hereby consents to personal jurisdiction in Hidalgo County, Texas.
- e. **Successors.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- f. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with the Texas Local Government Code.
- g. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.
- h. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- i. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

- j. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by County and Company, and not otherwise.
- k. **Purchasing Ethics.** Company represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of County and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of County:
- i. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of County, or for any elected official, department head or employee or former elected official, department head or employee of County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an office of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of County.
 - ii. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- l. **Void Contract.** Company understands that an awarded contract may immediately become void if the County determines that a lack of compliance with applicable policies and/or statutes has occurred in the procurement process.
- m. **Nondiscrimination.** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.
- n. **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 Agreement.

- o. **Required Contract Provision for Contracts Subject to Federal Award (*if applicable*).** Pursuant to 2 CFR 200.327, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

- p. **Authority to Execute.** The execution and performance of this Agreement by County and Company have been duly authorized by all necessary laws, resolutions, or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Company in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the day and year first written above.

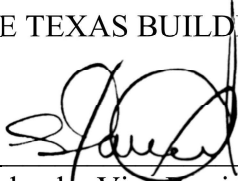
APPROVED BY COMMISSIONERS' COURT ON MAY 30th, 2023.

Agenda Item No. 91011

Executive Office: MS

VENDOR:

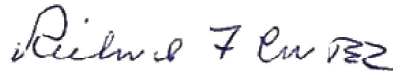
NOBLE TEXAS BUILDERS, LLC



Eric Delgado, Vice President

COUNTY:

COUNTY OF HIDALGO, TEXAS



Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM

Office of the Hidalgo County
Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:



Robert Vina III
Robert Vina III (Jun 7, 2023 16:19 CDT)

Robert Vina III, Assistance District Attorney



Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

- EXHIBIT A - PROPOSAL
- EXHIBIT B - CERTIFICATE OF INSURANCE

SUPPLEMENTAL SIGNATURES:

EXHIBIT “A”

Proposal



May 24, 2023

Buy Board: 581-19

Mr. Hector Garcia
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539

RE: WILLACY COUNTY - Willacy Regional Facility Rev. 01

Mr. Garcia,

Noble Texas Builders is pleased to provide you with this proposal for your repairs at the Willacy Regional Facility in Raymondville, TX using the Cornerstone Real Estate Inspections report, the Narrative, and the LaSalle Assessment. Below is an Assumptions and Clarifications based on the information provided to us and our understanding of the proposed scope of work.

Total Amount \$2,299,538

Base Price	\$1,623,043
Allowances	\$650,000
P&P Bonds	\$26,495
<u>Total Amount</u>	<u>\$2,299,538</u>

***Buyboard Contract Coefficient: 0.83 (regular hours) - 0.93 (non-regular hours) RSMMeans Facilities and Maintenance Catalog**

*** This price was generated from provided reports and observations only and is contingent to final design provided by Hidalgo County Design Team. No assessments or equipment testings were performed by our team during site visits.**

*** Crossed out items are not included in this price.**

General Requirements

- Inclusions
- Noble Supervision throughout project
 - Mobilization and Staging
 - Insurances
 - Provide all permits necessary
 - Temporary restrooms and handwash station
 - Safety Requirements and Safety Equipment

- Assumptions / Exclusions
- Work to be performed uninterruptedly during normal business hours
 - Provided reports used for this proposal are the following:
 1. Cornerstone Real Estate Inspections September 6, 2022
 2. Reconnaissance Narrative by HALFF (13 pages)
 3. LaSalle Corrections Assessment (March 6 - 9, 2023)
 - Proposal is based on walk throughs and provided reports
 - Sixteen week lead time on Kitchen Equipment based on proposal date
Lead time subject to change upon approval
 - Allowances Included are for findings after Assessments:
 1. \$2,000 - For seven (7) Locks
 2. \$20,000 - Fire Sprinklers
 3. \$10,000 - Ansul System
 4. \$5,000 - Walk In Cooler and Freezer
 5. \$20,000 - Fire Alarm

- 6. \$30,000 - Sewer Grinder
- 7. \$313,000 - Fire Alarm (from CCTV exclusion)
- 6. \$250,000 - Owner Allowance (unforeseen conditions)
- Excludes all testing of generator. Holt currently has a written agreement that does not allow us to work on the generator. The County has to request work order directly with Holt to get scope in report done.
- Taxes Excluded

Section 2:1. Structural Systems (Cornerstone Real Estate Inspections Report)

- 2.1.1 A Foundations • "If condition worsens" - No required work at this time
- 2.2.1 B thru 2.2.4 B and 2.2.6 B Grading and Drainage Foundations • Existing gutter system too deteriorated. Replace gutter system with 24-gauge prefinished gutter to match existing profile
- Fabricate and install new 24-gauge prefinished downspouts to match existing profile
- Provide and install splash pads on all downspouts throughout facility
- 2.2.5 B, 2.2.7 B, and 2.2.8 B Grading and Drainage • ~~Grading, correcting neutral and negative grade is contingent of civil drawings provided by owner (others)~~
- 2.3.1 C Roof Coverings • ~~Tree Limbs - Maintenance issues to be provided as an alternate~~
- 2.4.1 D Roof Structures • Purlin Deflection - Premature failure and/or undersized beams contingent to structural design by owner (others)
- 2.4.2 D Roof Structures and Attics • ~~Moisture stains in attic or roofing area addressed by HVAC and/or roofing which will be addressed by owner (HVAC and Roofing by Owner)~~
- 2.4.3 D and 2.4.5 D Roof Structures and Attics • Damaged and/or loose insulation to be secured or replaced where necessary
- 2.5.1 E Walls • Microbial Growth throughout building to be power washed, primed and painted
- 2.5.2 E Walls - Dirt Mounds • Pest control for entire building
- 2.5.3 E Exterior Vegetation • ~~Vegetation/Tress - Maintenance issues to be provided as an alternate~~
- 2.5.4 E Walls • Wall Moisture Stains - Plumbing under sinks to be replaced - All others to be addressed with exterior corrections
- 2.5.5 E Walls (Exterior) • Moisture infiltration is subject to, but not limited to, grading and/or gutter system. After corrections to the grading and gutters have been made, building to be pressure washed to remove flaking paint, algae remover to be applied to remove algae and other impurities, pressure wash to remove cleaner and all remaining impurities, apply one coat of Perma-Crete Alkali Resistant Primer, apply two coats of Perma-Crete Elastomeric Coating Matte, and this includes exterior doors and frames only
- 2.6.1 F Ceilings and Floors • Evaluation from Environmental Testing agency by owner - Prime and painted covered on this proposal
- 2.6.2 F thru 2.6.5 F Ceilings and Floors • ~~Roof and/or HVAC system to be addressed by owner. After corrections have been made, suspended ceiling and drywall in report will be addressed~~
- 2.7.1 G thru 2.8.2 H Doors and Windows • No accurate number of doors and windows that need replacement. Price is contingent of final scope provided by owner.
- 2.9.1 I Stairways • Replacement of stairs on exterior loading dock
- 2.12.1 L Walkway Cracking • Application of Ardex on all cracks in Inspection Report
- 2.12.2 L Parking Lot • Repair of asphalt in Inspection Report
- 2.12.3 L Seal Walk/Wall Joint • Application of concrete joint sealant
- 2.12.4 L Parking Lot Striping • Striping of parking lot to include: Yellow or White solid lines, Blue & White Handicap stencil, Yellow or White Handicap-Hatch out, Yellow or White Hatch outs, and Yellow or White traffic arrows
- 2.14.1 N Loading Dock • Apply patch sealant to repair apron pavement's visible cracks
- 2.14.2 N Loading Dock • Clean debris on drains under stairwell
- 2.14.3 N Loading Dock • Provide and install trailer restraints
- 2.14.4 N Loading Dock • Signage to be provided by owner

- 2.14.5 N Loading Dock • Provide striping for pedestrian paths and equipment paths
- 2.14.6 N Loading Dock • Signage to be provided by owner
- 2.14.7 N Loading Dock • Additional lighting contingent of MEP drawings provided by owner (others)
- 2.15.1 O Other • Fencing, Razor Wire, Barb Wire, Tension Cables, Braces, and Posts to be repaired and/or replaced on all areas of the Inspection Report
- 2.15.2 O Other • Pest control for entire building
- 4.2.1 B thru 4.3.3 C Cooling Equipment • HVAC:
 - Provide and install two (2) 5 ton roof top units 460V/3 Phase
 - Provide and install one (1) 4 ton roof top unit 460V/3 Phase
 - Provide and install three (3) curb adapters
 - Provide and install three (3) hail guards
 - Provide and install 460V/3 Phase 15W heater kit
 - Provide all materials and equipment (crane) to install all HVAC materials

Section 3:II. Electrical Systems (Cornerstone Real Estate Inspections Report)

- 3.1.1 A Bonding Screws • Provide and install Bonding Screws
- 3.1.2 A and 3.1.3 A Double-Lugged Neutrals • Remove double taps and install on spare breakers if available
- 3.1.4 A and 3.1.6 A Panel Cover Screws • Provide and install proper panel screws
- 3.1.5 A Label Panel • Properly Label all Panels
- 3.1.7 A Ground Wires • Properly ground all grounding rods and transformers
- 3.1.8 A Wire Terminations • Properly terminate all wires as necessary
- 3.1.9 A Transformer Noisy • Inspect transformer by licensed electrician and confirm functionality
- 3.1.10 A Breaker Clipped Wires • Remove all clipped wires on all unused breakers
- 3.1.11 A Transformer Clearance • Provide proper clearance for all transformers and anchor to the ground
 - 3.2.1 B Cover Plates • Provide and install cover plates throughout
 - 3.2.2 B Exposed Splices • Provide and install junction boxes where needed with blank cover plates
 - 3.2.3 B GFCI Failure • Provide and install new GFCI receptacles
 - 3.2.4 B Hot/neutral Reverse • Check and correct wiring issue
 - 3.2.5 B Inoperable Fixtures • Provide and install new fixtures pending approval of proposed fixtures

Section 4:III. HVAC Systems (Cornerstone Real Estate Inspections Report)

- Entire HVAC Section • HVAC system to be addressed by owner (others)

Section 5:IV. Plumbing Systems (Cornerstone Real Estate Inspections Report)

- 5.1.1 A Corrosion • Repair all plumbing deficiencies as outlined in Final Inspections Report
- 5.1.2 A Dissimilar Material • Repair all plumbing deficiencies as outlined in Final Inspections Report
- 5.1.3 A Leaking Fixtures • Replace all fixtures as outlined in Final Inspections Report
- 5.1.4 A Corroded Fixtures • Replace all fixtures as outlined in Final Inspections Report
- 5.1.5 A Inoperable Toilet • Replace all fixtures as outlined in Final Inspections Report
- 5.1.6 A No Hot Water • Repair all plumbing deficiencies as outlined in Final Inspections Report
- 5.1.7 A Broken Faucet • Replace all fixtures as outlined in Final Inspections Report
- 5.1.8 A Previous Leak • Repair all plumbing deficiencies as outlined in Final Inspections Report
- 5.2.1 B Damaged Pipe • Repair all plumbing deficiencies as outlined in Final Inspections Report
- 5.2.2 B Clean-out Cover • Provide and install new clean-out cover
- 5.2.3 B Slow to Drain Fixtures • Repair all plumbing deficiencies as outlined in Final Inspections Report
- 5.2.4 B Drain Grate Missing • Saw-cut, demo concrete, and remove/replace floor drains - backfill and infill with new concrete
 - 5.3.1 C Combustion Air • Repair all plumbing deficiencies as outlined in Final Inspections Report
 - 5.3.2 C Corroded Fittings • Repair all plumbing deficiencies as outlined in Final Inspections Report
 - 5.3.3 C TP&R Pipes • Provide and install new TP&R discharge pipes
 - 5.3.4 C Rust • Inspect water heaters to recommend if action needs to be taken



- 5.3.5 C Sediment Trap • Provide and install sediment trap as outlined in Final Inspections Report
- 5.3.6 C Intake Air Connections • Properly connect intake air connections as outlined in Final Inspections Report
- 5.3.7 C Improper Vent Materials • Repair all plumbing deficiencies as outlined in Final Inspections Report
- 5.3.8 C Condensation Drain • Provide and install proper condensation drain lines
- 5.4.1 E Sediment Traps • Provide and install sediment trap as outlined in Final Inspections Report

Section 6:VII. Life Safety (Cornerstone Real Estate Inspections Report)

- 6.3.1 Exit Signs and Emergency Lighting • Provide and install Exit signs where missing as per Final Inspections Report
- 6.4.1 Portable Fire Extinguishers • ~~Currently being addressed by owner~~

Section 7:V. Appliances (Cornerstone Real Estate Inspections Report)

- 7.1.1 F No Ventilation • Provide and install exhaust fans for rooms outlined in Final Inspections Report
- 7.2.1 H Duct Tape • Provide and install proper securing alternative
- 7.3.1 I Freezer • Troubleshoot and repair non functioning freezer
- 7.3.2 I Freezer • Inspect and replace seals for freezer as necessary

LaSalle Corrections Assessment

- Inclusions • Provide and install eight (8) self-contained breathing apparatus
- Provide and install fire extinguishers as needed throughout building interior
- Provide and install hose reel cabinets
- Provide and install one (1) water heater
- Provide and install surveillance system
- 175 8MP 4K IP Cameras
- All equipment and materials to install surveillance system to include monitoring
- Provide and install the following appliances:
 1. Convection Oven
 2. Dish Washer
 3. Two (2) Disposals
 4. Two (2) Dryers
 5. Two (2) Gas Griddle
 6. Single Door Reach In
 7. Two (2) Double Door Oven
 8. Double Door Reach In
 9. Double Door Reach in Fridge
 10. Two (2) Ice Machine
 11. Gas Range Top
 12. Commercial Mixer
- Provide and install twenty (20) escutcheon plates for sprinklers
- Sewer grinder to be assessed
- Gutters (appr 600 lf)
- Gutters Downspouts (appr 300 lf)
- Splash Pads (20 ea.)
- Grease Vent (4 ea. maintenance)
- Penetrations - Sealant Failure 55 ea.)
- Termination Bar - (20 ea. new)
- Expansion Joint - Sealant (appr 30 lf)
- Skylight - Sealant Failure (10 ea.)
- Perimeter - Sealant Failure (appr 100 lf)



* This price was generated from provided reports and observations only and is contingent to final design provided by Hidalgo County Design Team. No assessments or equipment testings were performed by our team during site visits.

* Crossed out items are not included in this price.

Note: This proposal is valid for thirty (30) days only.

Hector Ortega Jr
Project Manager

Owner Approval
Hidalgo County

NOBLE TEXAS BUILDERS, LLC
108 S. Main St. La Feria TX, 78559
956.277.0708 (Ph) 956.277.0705 (Fax)
956.545.6764 (Cell)
www.nobletexasbuilders.com

By: _____

Date: _____

EXHIBIT “B”

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IBTX Risk Services 32335 US Hwy 281 N., Suite #102 Bulverde TX 78163	CONTACT NAME: Service Team PHONE (A/C. No. Ext): 214-989-7100 E-MAIL ADDRESS: service@ib-tx.com		FAX (A/C. No.): 210-696-8414													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Amerisure Insurance Company</td> <td>19488</td> </tr> <tr> <td>INSURER B : Endurance American Insurance Company</td> <td>10641</td> </tr> <tr> <td>INSURER C : Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Amerisure Insurance Company	19488	INSURER B : Endurance American Insurance Company	10641	INSURER C : Nautilus Insurance Company	17370	INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A : Amerisure Insurance Company	19488															
INSURER B : Endurance American Insurance Company	10641															
INSURER C : Nautilus Insurance Company	17370															
INSURER D :																
INSURER E :																
INSURER F :																
INSURED Noble Texas Builders, LLC 108 S. Main Street La Feria TX 78559	NOBLTEX-01															

COVERAGES

CERTIFICATE NUMBER: 1792438734

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			21232200001	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			21232190001	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			21232220001	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	21232230001	5/1/2023	5/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Excess Liability Professional/Pollution			EXC30036744400 CPP2032002-13	5/1/2023 5/1/2023	5/1/2024 5/1/2024	Each Occ/Agg Prof Each Claim Poll Each Occurrence 5,000,000 2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liab and auto liability policies include blanket additional insured endorsement [CG7324 03/23, CA7118 11/09] as required in a written contract with the Named Insured. The General Liability, Auto liability, Workers Compensation and Umbrella Liability include a blanket waiver of subrogation endorsement [CG2404 12/19, CA7118 11/09, WC420304] as required in a written contract with the Named Insured. Primary Non-Contributory per attached [CG7324 03/23]. Cancellation per [IL7066 07/14]. Umbrella is follow form of the General Liability and Auto policies subject to policy terms and conditions.

Project #220661, Willacy County Regional Detention Facility.

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County
 2802 S. Business Hwy 281
 Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.










Service Agreement with Noble Texas Builders.

Final Audit Report

2023-06-08

Created:	2023-06-08
By:	Jasmin Cantu (jasmin.cantu@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGHLrWPjugli6FOc4nI-VR4eC2vKC7KmX

"Service Agreement with Noble Texas Builders." History

-  Document created by Jasmin Cantu (jasmin.cantu@co.hidalgo.tx.us)
2023-06-08 - 6:36:13 PM GMT
-  Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature
2023-06-08 - 6:37:04 PM GMT
-  Email viewed by arturo.guajardo@co.hidalgo.tx.us
2023-06-08 - 6:43:18 PM GMT
-  Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr.
2023-06-08 - 6:45:07 PM GMT
-  Document e-signed by Arturo Guajardo Jr. (arturo.guajardo@co.hidalgo.tx.us)
Signature Date: 2023-06-08 - 6:45:09 PM GMT - Time Source: server
-  Document emailed to Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us) for approval
2023-06-08 - 6:45:12 PM GMT
-  Email viewed by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)
2023-06-08 - 6:45:48 PM GMT
-  Document approved by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)
Approval Date: 2023-06-08 - 6:46:57 PM GMT - Time Source: server
-  Agreement completed.
2023-06-08 - 6:46:57 PM GMT

