

**General Conditions
for a
Construction Contract
A201-L**

The General Conditions is to be used as a Contract Document to establish relationships on the Project, rights and obligation of each, definition of terms, and the assignment of responsibilities. The General Conditions is to be specifically referenced in the Agreement and made a part of the Contract Documents.

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Owner's Rights and Obligations

The Owner shall designate in writing, himself and or his Agent the expressed authority to bind the Owner to the Contract and matters requiring the Owner's approval and authorization.

The Owner shall provide the Const Manager with written evidence of funding for the Project upon a written request by the Const. Manager. Thereafter if funding arrangements are altered, the Owner must notify the Const. Manager in writing.

The Owner is responsible for the cost and acquisition of easements, assessments, right of way and property access for the construction of and occupancy of the permanent structure.

The Owner shall furnish surveys, utility locations, Drawings and legal limitations with evidence of such at no cost to the Const Manager.

The Owner shall provide information and services needed for the execution of the Project, as required by the Contract Documents.

The Owner has the right to stop Work if the Const. Manager fails to meet the requirement of the Contract within the guidelines set forth by the Contract. In writing, the Owner shall tell the Const. Manager to Stop Work until such time the cause for the Stop Work Order is eliminated.

The Owner will have the right to correct and complete the Work defaulted by the Const. Manager. In such case a Change Order will be prepared by the Owner deducting from Payment the cost to remedy. After Completion of the Work by the Owner, the Const. Manager shall pay the difference, if any, to the Owner to repay the excess Payment received by the Const. Manager.

The Owner has the right to enter into and award separate Agreements for portions of the Project not contracted for. When the Owner enters into an Agreement with others for Work on the Project, the term Contract Documents will apply to each entity signing the Owner - Const. Manager Agreement. The Owner will coordinate the Work of each separate Agreement and it is subject to review by any and all Contractors. If a Const. Managers Work is dependent upon the another Contractor's Work, he will promptly report discrepancies or defects in the Work of others.

**Const. Manager's
Rights and Obligations**

The CM will perform and be responsible for the Work as stated in the Contract Documents including that Work to be performed by his Subcontractors, if any.

By executing the Agreement, the CM affirms he has visited the construction site and reviewed all Contract Documents. Should the CM discover any errors or inconsistencies they are to be reported in writing to the Owner when discovered.

The CM has the right to appoint an Agent in writing to the Owner.

The CM has the right to submit a Request for Information and a Change Order to correct discrepancies in the Contract Documents. The CM is not to be held responsible for Contract Document discrepancies.

The CM shall supervise, inspect and control his Work including methods, techniques and job site safety unless stated differently in the Contract Documents. This includes others performing Work on behalf of the CM. If needed the CM is to Employ a Superintendent and assistants.

The CM may make substitutions to the Contract Documents with written approval of the Owner.

The CM warrants to the Owner that materials and equipment furnished under the terms of the Contract Contract Documents, are of good quality and meet the Project Specifications.

The CM is responsible for and will pay appropriate taxes and usage fees for materials and services provided by him under the terms of the Contract Documents. He will secure and pay for permits and inspections for the Work under the terms of the Contract Documents and comply with and give notices required by law, rules and regulations.

Const. Manager's Rights and Obligations

The CM is to prepare and submit a construction schedule within the time frame stated in the Contract Documents. The schedule is to be maintained in conjunction with the submittals.

The CM is to keep and maintain a field copy of the Contract Documents reflecting any and all alterations and progress. Included are approved shop drawings, product data and physical product samples or examples.

The CM is not responsible for the design criteria and or performance of such as stated and presented in the specification prepared by others in the Contract Documents.

The CM shall not perform any Work which is not his responsibility as indicated in the Contract Documents without written permission from the Owner.

The CM shall keep clean the premises and remove any accumulation of construction debris and excess materials.

The CM is to provide the Owner with access to the Work, prior to and during construction.

The CM to Indemnify the Owner to the fullest extent permitted by the law for Claims that are not covered by the Contract Documents protection requirements.

The CM has the right to award portions of the Work to Subcontractors. He must do so soon after being awarded the Contract and advise the Owner in writing of such company(s). The CM must extend his legal commitment under the terms of the Contract to the Subcontractor in writing. Each subcontract agreement shall protect the Owner in the same way as the CM with regard to the Work.

The CM is responsible for the protection and safety precautions for the performance of the Work of the Contract.

Subcontractor's Rights and Obligations

By executing the Agreement between CM and Subcontractor, the Subcontractor affirms he has visited the construction site and reviewed all Contract Documents. Should the Subcontractor discover any errors or inconsistencies they are to be reported in writing to the Cm when discovered.

The Subcontractor shall supervise and direct his Work, cooperate with the CM in scheduling and performing the CM's Work in accordance with the Contract Documents.

The Subcontractor will cooperate with the CM and other Subcontractors in scheduling and performing Work which may be interconnected.

The Subcontractor shall promptly submit, in a timely manner, (within 30 days of the contract date), shop drawing, product data, samples and other submittals required by the Contract Documents so as not to delay the Work.

The Subcontractor is to supply the CM in writing, periodic progress reports of his Work.

The Subcontractor may elect to appoint an Agent. The Agent must be identified in writing and submitted to the CM.

The Subcontractor may submit, in writing, a Change Order Request for a change in the Work, material substitution, Modifications to the Contract Documents or relief from factors of the Contract Documents.

The Subcontractor has the right to request and receive from the CM in writing, details of the CM source of funds for the Project, information from the Owner or other Subcontractors relative to scheduling and changes in scheduling or changes in the Work or Contract Documents which may affect the Subcontractor's Work and Agreement with the CM.

The Subcontractor will be bound to the CM, for the portion of the CM's Work he has agreed to perform, to the same extent the CM is bound to the Owner as expressed in the CM Documents within the limits permitted by law.

In no case will the Subcontractor be assessed damages for delays or causes arising outside the scope of the Subcontract's Agreement with the CM.

To the fullest extent permitted by law the Subcontractor shall indemnify the Cm and Owner from and against damages, losses, expenses and fees arising out of or resulting from the performance of the Subcontractor's Work.

Safety: The subcontractor will comply with all requirements of OSHA and maintain a current safety program for it's employees. In addition the subcontractor's equipment will only be operated by employee's who have been properly trained and have documentation of such training. Furthermore the subcontractors employee's will not use equipment that is not owned the company that employees them unless a prior written agreement is in place, and the operator has the proper documented training. The CM will conduct a weekly safety meeting on site that all subcontractors on the job must have their employee's attend. Any safety violation observed on site MUST be reported to the CM in writing within 48 hours of the violation. The violation will be addressed and resolved.

Payment

Owner to CM

The Owner will pay the CM as detailed in the Agreement between the Owner and CM.

Prior to commencement of Work the CM will submit to the Owner an Application for Payment with a detailed schedule of values for each portion of the Work. The Owner will approve this allocation of values as the basis for actual Applications for Payment.

At least 10 (ten) days prior to the scheduled date for each Progress Payment, the CM shall submit to the Owner an Itemization of Work completed for the Owner's approval. The Owner may request documentation from the CM to verify such portions of the payout to be made relevant to material suppliers and Subcontractor for payouts. Retainage shall be reflected on each payout if part of the Contracts Documents.

If agreed to in the Contract Documents the Owner will pay for all or a portion of materials and equipment to be used for the Project which are stored both on and off site.

The Contract warrants that title to all Work covered by the Application for Payment will be conveyed to the Owner no later than the time of Payment.

Within 7 (seven) days of receipt of the Application for Payment, the Owner will issue a Certificate of Payment for the Work completed in the Application for Payment and verify and Certify the quality of and progress of the details of the Application for Payment in compliance with the Contract Documents. The Certificate of Payment will represent the amount of Payment due.

The Owner may withhold some or all of the amount requested, due to defective Work not remedied, Work not completed, false claims, failure to pay Subcontractors or suppliers of material and equipment. Money may be withheld until such time the reasons for withholding money are remedied.

CM to Subcontractor

The CM will pay the Subcontractor as detailed in the Agreement between the CM and Subcontractor.

The CM may withhold some or all of the amount requested, due to defective Work not remedied, Work not completed, false claims, failure to pay other Subcontractors or suppliers of material and equipment. Money may be withheld until such time the reasons for withholding money are remedied.

Progress Payments

Progress Payments will be made by the Owner to the CM in accordance with the Contract Documents. The CM will pay his Subcontractors and suppliers in a prompt manner from the monies received for the portions attributable to each. The Owner has no obligation to make Payment or see that Payment is made to Subcontractors and suppliers other than required by law.

A Certificate for Payment on a Progress Payment or occupancy of the Project shall not constitute acceptance of the Work not in compliance with the Contract Documents.

Failure of the Owner to issue a Certificate for Payment or to make Payment to the CM through no fault of the CM within 7 (seven) days after receipt of the Application for Payment, the CM is to give a Written Notice to the Owner of the intent to stop Work within 7 (seven) days if Payment is not received. The Contract Time will be increased and added CM expenses resulting from the Work stoppage will be added to the the Contract Amount by way of a written and signed Change Order.

The CM , when Substantially Complete, shall submit in writing to the Owner a list, if any, of items remaining to be completed and a request for Final Payment.

Change Order

Additions, deletions, Modifications and substitutions to the Work in the Contract Documents require a Change Order prior to the execution of the change.

The changes in Work are to be specified in a Change Order, agreed to and signed by both parties to the Agreement before performing such changes.

A Change Order Request by the CM or Construction Change Directive by the Owner should be submitted in writing prior to preparing and signing a Change Order.

The Change Order shall specify and describe the Work to be performed, cost and adjustment in the Time. The changes in Work can result in a Contract increase, credit or no change in the cost of the Agreement.

The CM may initiate a request for a Change Order by submitting it in writing to the Owner.

The Owner may initiate a Change Order by submitting in writing to the CM a Change Order Directive.

Changes in the Work will be performed in accordance with the Contract Documents.

Insurance

The Owner shall purchase, pay for and keep for the duration of the Project, property insurance and other coverage's in the amounts stated in the Contract Documents.

The CM will purchase, pay for and keep for the duration of the Project the types and amounts of coverage as stated in the Contract Documents.

The Owner may waive, in writing, the requirement of the CM to provide a Performance and Payment Bond, if required in the Contract Documents.

Contract Administration

The Owner and CM agree to organize and coordinate the Work details of the Project as Stated in the Contract Documents. Changes in the details will be agreed to in writing.

Occupancy

The Owner and CM may agree in writing that all or a portion of the Project may be occupied within the terms of the Contract Documents prior to Final Payment.

Claims - Disputes

Any Claim or Dispute, assertion or need for relief arising from the Contract Documents must be submitted in writing by either party. When a resolution to the disagreement is not achieved then Mediation is to take place as provided in the Contract Documents.

Termination of Contract

CM

The CM may terminate the Contract if the Work is stopped for a period of time at no fault or act of the CM non Payment of Work performed and billed and substantial breach of the Agreement. The CM is to submit in writing to the Owner, within 7 (seven) days of the occurrence or within state governing regulations, the reason(s) for stoppage and the intent to collect unpaid Progress Payments and the costs for stored materials, equipment, overhead & profit and damages related to the stoppage.

The CM may terminate the Agreement with the Subcontractor if the Subcontractor is in substantial breach of the Agreement by not supplying an adequate qualified work force to meet scheduling and Time requirements, failure to make Payments to material suppliers and other Subcontractors, continuous violations of the law and public regulations.

The CM upon Written Notice to the Subcontractor, within 7 (seven) days or the limits of the law, may terminate the Agreement, stop Payment and proceed to Contract with another Subcontractor and or complete the unfinished portions of the Agreement himself.

Payment for completing the unfinished Work and correcting any defective Work will be from any unpaid Payments to the Subcontractor. Any cost amount exceeding Agreement amount for the CM's Work may be collected from the Subcontractor by any legal means.

Owner

The Owner may terminate the Contract with the CM if the CM is in substantial breach of the the Contract by not supplying an adequate qualified work force to meet scheduling and Time requirements, failure to make Payments to material suppliers and Subcontractors, continuous violations of the law and public regulations.

The Owner upon Written Notice to the CM, within 7 (seven) days or the limits of the law, may terminate the Contract, stop Payment and proceed to Contract with another CM and or complete the unfinished portions of the Contract himself.

Payment for completing the unfinished Work and correcting any defective Work will be from any unpaid Payments to the CM. Any cost amount exceeding Contract Amount for the CM's Work may be collected from the CM by any legal means.

Subcontractor

The Subcontractor may terminate the Contract if the Work is stopped for a period of time at no fault or act of the Subcontractor, non Payment of Work performed and billed and substantial breach of the Agreement. The Subcontractor is to submit in writing to the CM within 7 (seven) days of the occurrence or within state governing regulations, the reason(s) for stoppage and the intent to collect unpaid Progress Payments and the costs for stored materials, equipment, overhead & profit and damages related to the stoppage.

DEFINITIONS

Agent is an authorized individual or entity of the Owner or Contractor and designated in writing to act on their behalf with respect to the Project and Contract Documents.

Application for Payment is the industry standard invoice consisting of the G702 and G703

Arbitration is the intervention of a third party as provided by the Contract Documents to settle Disputes.

Architect is an individual or firm permitted by law to practice architecture and referred to in the Contract Documents. The Architect may also be the Owner's Agent if designated in writing to the Contractor.

Certificate of Payment is a written document issued by the Owner to the Contractor approving a pay request for the Contractor.

Change Order is a written document signed by both parties specifying the change in Work, amount of adjustment to the Contract Sum and Contract Time.

Change Order Directive is a written order by the Owner instructing change in the Work and is subject to agreement by both parties and a signed Change Order.

Claim is a written request or assertion by the Owner or Contractor seeking relief with respect to a particular matter of the Contract Documents.

Completion is determined to be when all Work and inspections have been completed in compliance with and accepted under the terms of the Contract Documents.

Contract is the binding written Agreement entered into between the Owner and Contractor for the Project as stated in the Contract Documents.

Contract Documents consist of the Agreement between Owner and Contractor, "The Agreement" and all references therein.

Contractor Or Construction Manager (CM) Is the person, firm or entity referred to in the Agreement and is interchangeable with the Agent or Construction Manager (CM) if an Agent or CM is designated in writing, as stated in the Contract Documents.

Contract Sum is the dollar amount of the Agreement including signed Change Orders and payable as stated in the Contract Documents.

Drawings are the blue prints and if required the shop drawings. They are the pictorial and graphic description of the Project as a whole or portion thereof.

Dispute is a written demand or assertion by the Owner or Contractor seeking relief with respect to a particular matter of the Contract Documents that the Owner and Contractor can not agree to.

DEFINITIONS

Mediation is any Claim or Dispute which can not be settled by the Owner and Contractor and is to be resolved by the provisions of the Contract Documents and or Arbitration.

Modification is a written amendment to the Contract signed by both parties.

Owner is the person, firm or entity referred to in the Agreement and is interchangeable with the Agent if an Agent is designated in writing as stated in the Contract Documents.

Payment The Contract Sum of the Agreement and the specific Progress Payments referred to in the Contract Documents

Progress Payments As stated in the Contract Documents, Payment will be made in stages of Completion for the Work performed to date.

Project is the total Work to be performed under the terms of the Agreement.

Project Manual Is the accumulated references of the Agreement and consists of all the Contract Documents.

Specifications are a specific portion of the Work consisting of the written requirements for materials, equipment, installation technique and performance standards.

Subcontractor is an individual or entity that is to perform specific portions of the Contractor's Work.

Substantial Completion When the Work has progressed to a stage when all or a designated portion of the Work can be used for the stated purpose as outlined in the Contract Documents.

Time is the allotted period (time limits) provided by the Contract Documents including any approved changes. It may also include a date of commencement and Substantial Completion of the Work. "Day" refers to calendar days. The Contract Documents may include a bonus for early Completion and a penalty for late Completion.

Warranty is the specific guaranty type and time period relevant to the Contractor's labor, material installation and manufacturer's product guaranty as spelled out in the Contract Documents.

Work is the total performance of the Contract Documents agreed to and signed in the Agreement between the Owner and Contractor.

Written Notice is any written document relevant to the Project and Contract Documents delivered by the Owner or Contract to the other party to the Agreement and shall be deemed to have been duly served if delivered to the individual or firm at it's last business address in person, registered mail, or certified mail.

Attachment "A"

Owner: CyCC Properites, LP
13647 Montfort Dr.
Dallas, TX 75240

Project: 105 UNIT MARRIOTT
COURYARD
COMPLETION
5133 FLYNN PARKWAY
CORPUS CHRISTI TEXAS

Application No:
App. Date: May 15, 2007
Period to:
Project Nos:
Contract Date:

Distribution to:
 OWNER
 CONSTRUCTION MGR.
 ARCHITECT
 CONTRACTOR
 OTHER

Conc. Manager VALLEY COMMERCIAL INC
4316 NORTH 10TH STREET
MCALLEN, TEXAS 78504

Contract For: Courtyard By Marriott

Architect: MAYSE & ASSOCIATES

APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, G703, is attached.

- 1. ORIGINAL CONTRACT SUM
- 2. Net Change By Change Orders
- 3. CONTRACT SUM TO DATE
- 4. TOTAL COMPLETED AND STORED TO DATE
- 5. RETAINAGE:
 - a. of Completed Work
 - b. of Stored Material
 - TOTAL RETAINAGE
- 6. TOTAL EARNED LESS RETAINAGE
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
- 8. CURRENT PAYMENT DUE
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment show herein is now due.

SUB CONTRACTOR:
By: _____ Date: _____

State of: _____ County of: _____
Subscribed and sworn before me this _____ day of _____

The above personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public: _____ My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Contractor and Agency certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	<input type="text"/>	<input type="text"/>
Total approval this Month	<input type="text"/>	<input type="text"/>
TOTALS	<input type="text"/>	<input type="text"/>
NET CHANGES by Change Order	<input type="text"/>	<input type="text"/>

AMOUNT CERTIFIED _____
OWNER
By: _____ Date: _____
Architect
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Attachment “C”

Mediation. In the event any controversy arising under this Agreement is not resolved by informal negotiations among the Parties involved therein (the “Disputants”) within thirty (30) days after a controversy arises (or any mutually agreed extension of time), the controversy shall be referred to the voluntary settlement procedure known as mediation which process shall be governed by the Texas Civil Practice & Remedies Code, Section 154.002, et seq. The Disputants shall attempt to select a mutually acceptable mediator, who shall be a lawyer who has requisite training and accreditation as a mediator to determine the dispute between the parties. Failing identification of a mutually acceptable mediator by the Disputants, they shall request the Presiding Judge of the State District Court of Hidalgo County, Texas, to appoint a mediator or, in the absence of a Presiding Judge, the Judge of the lowest-numbered State District Court in Hidalgo County, Texas. The mediation process shall continue until the controversy is resolved or the mediator makes a finding that there is no possibility of settlement through mediation or any Disputant chooses not to continue further. All costs and expenses of the mediator shall be shared equally by the Disputants

Binding Arbitration. In the event any controversy arising under this Agreement is not resolved by informal negotiations or pursuant to mediation as provided above, the Parties agree that it is their intent that any such dispute not be settled through the judicial system, but rather, the Parties agree to submit any such dispute to binding arbitration. Therefore, each Party agrees as follows:

SUBJECT TO THE MEDIATION PROVISION ABOVE, ANY CONTROVERSIES, DISPUTES, ISSUES, CLAIMS, AND OTHER MATTERS IN QUESTION ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OTHER INSTRUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR BREACH THEREOF, EXCLUDING TORT CLAIMS MADE BY THIRD PARTIES, SHALL BE SETTLED AND DETERMINED IN HIGALGO COUNTY, TEXAS, BY BINDING ARBITRATION ADMINISTERED IN ACCORDANCE WITH THE RULES OF THE TEXAS GENERAL ARBITRATION ACT.

Such arbitration shall be done by any party to this Agreement giving written notice of demand for arbitration to the other parties of the issues in dispute immediately upon the failure of mediation. Thereafter, each party to the dispute shall appoint a single arbitrator, and each shall give notice of such appointment to the other within thirty (30) days after the notice of demand. Thereafter, the third arbitrator shall be appointed by the two previously appointed arbitrators, or failing which, by the Presiding Judge of the State District Court of Hidalgo County, Texas, or, in the absence of a Presiding Judge, the Judge of the lowest-numbered State District Court in Hidalgo County, Texas. The arbitrators shall hold a hearing within a reasonable time from the date of notice of

selection of a neutral arbitrator. The written notice of demand for arbitration must be accompanied by a statement of the issues in dispute. Expenses of the arbitration shall be apportioned equally among each party to the dispute. The arbitration shall take place and be subject to and governed by the provisions of the *Texas General Arbitration Act*. Those persons selected as arbitrators shall have full power to make such findings and to give such orders and directions as they deem expedient in respect to determination of issues and damages in the matter and the differences referred to them. The arbitrators shall determine and make their award concerning the matters in controversy within thirty (30) days from the date the hearings on such matters closes. No party shall unreasonably delay or otherwise prevent or impede the arbitration or the making of an award. The parties further agree that the award made by the arbitrators shall be valid and binding on the parties and they agree to keep, observe and perform each of such awards and to have the same made an order of a District Court of Hidalgo County, Texas and entry of judgment may be made on such award.

Attachment "E"
Insurance requirements for Sub-Contractors
Corpus Christi Marriott Courtyard
Corpus Christi, TX

- A.** Sub-Contractors must purchase and maintain in force the kinds of insurance for operations under this contract. Furnish evidence to the Construction Manager using original, signed Certificates of insurance. Provide the number of copies or certificates directed.
- B.** Do not commence the work until all requirements of this section have been provided and approved by the Construction Manager.
- C.** Insurance shall contain a provision that at least thirty days prior written notice will be given to the Construction Manager in the event of cancellation or non-renewal.
- D.** Insurance shall be underwritten by a company rated not less than "A VIII" in Best's Guide and licensed to do business in the state of Texas and meeting the approval of the Licensor.
- E.** Where Texas mandates requirements or form, follow Texas's mandates.
- F.** Certificate Requirements
 - a.** Name the insured, each insurer, and project
 - b.** Policy numbers
 - c.** Dates of policy commencements and expirations
 - d.** Limits of each coverage
 - e.** An original policy of builders risk insurance to the Construction Manager.
 - f.** Waiver of subrogation
 - g.** Additional insured
- G.** Sub-Contractors Liability Insurance (minimum limits)
 - a.** General Liability:
 - i.** Type: commercial general liability, owners and contractor's protection, occurrence basis
 - ii.** Limits \$1,000,000 each

1. General Aggregate

- a.** Products (completed Operations Aggregate)
 - b.** Personal and Adv. Injury
 - c.** Each occurrence
 - d.** Medical Expense limit (on any person)
- b.** Fire damage (any one fire) \$250,000
- c.** Automobile Liability
- i.** Types: any auto or owned autos, hired autos, non owned autos
 - ii.** Limits: \$1,000,000
- 1.** Bodily Injury
 - 2.** Bodily Injury
 - 3.** Property Damage
- d.** Excess Liability
- i.** Type: Umbrella Form
 - ii.** Limits: \$2,000,000
- e.** Worker's Compensation and Employer's Liability Limits
- i.** Statutory Limits: Designated by law
 - ii.** Each Accident: \$1,000,000
 - iii.** Disease Policy Limit: \$1,000,000
 - iv.** Disease Each Employee: \$1,000,000
- f.** Continued Operations: Not required for this project
- g.** Other: "All Risk" Builders Risk (Reporting Form), to be furnished by Owner
- H.** Additional Insured (separate policy inclusion or endorsement)
- a.** Same limits as Construction Manager's General Liability. Name the Construction Manager, CYCC Property LP and Marriott as additionally insured.
 - b.** Covered Parties
 - i.** Architects and Engineers

ii. The project owner and any subsidiaries and affiliates of these companies now existing or which may hereafter exist as additional insured's, including their employee officers and directors.

iii. Marriott

I. Guaranty Bonds

a. Not required for this project.

Attachment #11

FULL RELEASE/WAIVER OF LIEN

THE STATE OF TEXAS
COUNTY OF HIDALGO

For and in consideration of _____
receiving payment in full from **VALLEY COMMERCIAL, INC.**, as involved for labor,
materials/services performed on project described as _____
located at _____,
the following statement is given.

This is to certify that **complete** payment as agreed has been made to the
undersigned for labor and materials furnished on the contract referred to above, up
to and including _____, and also certifies that as of this date, the
undersigned has paid (1) all subcontractors, materialmen and (2) all labor used in
or in connection with the performance of this work. I further certifies that I have
complied with all Federal, State, and local tax laws, including Worker's
Compensation laws insofar as applicable to the performance of this work.

The undersigned further certifies that every item of labor for which the
undersigned is requesting payment comes within the above mentioned date without
reservation.

The undersigned does hereby, in consideration of the payment above mentioned,
waive, release and quitclaim any rights of lien which the undersigned may have,
or have had, or has, if any, by virtue of the Mechanic's and Materialmen's Lien
Laws of the State of Texas, on account of labor and/or material furnished by the
undersigned, or its agents, subcontractors or employees, to the full extent of this
payment, and all previous payments.

By: _____
Company Name/Name/Title

Sworn to and subscribed before me, this _____ day of _____, 19__.

By: _____
Notary Public - State of Texas
My commission expires: _____

A. All trades are to include the following items within their trade scope of work:

1. The drawings and specifications are scope documents that indicate the general scope of the project, and as such, the drawings and specifications do not necessarily indicate or describe all work required for the full performance and completion of the work. Subcontract is awarded on the basis of such documents with the understanding that the Subcontractor is to furnish and install all items required for the proper completion of their work without adjustment to the subcontract price, including but not limited to the following: Subcontractor shall furnish all labor, supervision, material if any will be outlined in contract document, equipment, tools, layout, storage, loading and unloading, traffic control, taxes, insurance, personnel parking, support, material, if any, and labor escalation, overhead, profit, and all other miscellaneous appurtenances as necessary for a complete and functional installation.
2. Furnish and install all work in accordance with any and all current federal, state and local codes, documents, publications and standards including ADA and OSHA.
3. Subcontractor is responsible to clean-up including collecting, hoisting and removal from job site all debris resulting from Subcontractor's operations on a daily basis no matter how incidental.
4. Temporary protection of surrounding work.
5. Field measuring and coordination with other related and/or adjacent trades to insure proper fit and function.
6. All installations are to be straight, plumb and level.