

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT

This Agreement, entered into this 20TH day of JANUARY, 2009 by and between Hidalgo County (hereinafter called the "OWNER," and, CLOSNER CONSTRUCTION CO. LC. (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

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:

"CULVERT CROSSING & DRAINAGE IMPROVEMENTS PROJECT MILE 13 NORTH & MILE 6 WEST"

Hereinafter called the project, for the sum of FOUR HUNDRED FIFTY THREE THOUSAND TWO HUNDRED TWENTY NINE Dollars and ZERO Cents (\$453,229.00) 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 DOS LOGISTICS INC., 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 \$ 200.00 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.

IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

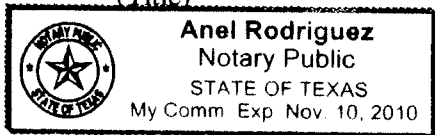
APPROVED BY COMMISSIONERS COURT ON, _____, 2009.

CONTRACTOR: [Signature]
Print Name & Title: Jaime Closner President
Name of Firm: Closner Construction Co. LC
Address: 2809 W EXP 93
LA Feria TX 78559
Fed I.D. #/SS #: 74-2917386

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 9 day of February, 2009, by Jaime Closner Of and on behalf of Closner Construction Co LC
(Title) (A corporation)



[Signature]
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

COUNTY OF HIDALGO:

Arturo Guajardo, Jr., County Clerk

Juan D. Salinas III, County Judge

BID FORM
2008-320B-11-12-LRM

"CULVERT CROSSING & DRAINAGE IMPROVEMENTS PROJECT MILE 13 NORTH & MILE 6 WEST"

ROADWAY IMPROVEMENTS

Item No.	Est Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
A1	1326	CY	7" Flexible Base (New) (TY D GR 3)	Twenty three Dollars Fifteen Cents	\$ 23.15	\$ 30,696.90
A2	6821	SY	6" Lime Treated Subgrade (6% Lime)	Five Dollars Seventy five Cents	\$ 5.75	\$ 39,220.75
A3	934	CY	Salvage Caliche	one Dollars Fifty Cents	\$ 1.50	\$ 1,401.00
A4	1895	SY	Hydromulch Seeding	two Dollars fifty Cents	\$ 2.50	\$ 4,737.50
A5	3	EA	Signs	four hundred twenty five Dollars Zero Cents	\$ 425.00	\$ 1,275.00
A6	1	LS	Traffic Control	three thousand seven hundred Zero Cents	3,700.00	3,700.00
A7	300	CY	Gavel Bedding	thirty Six Dollars Zero Cents	\$ 36.00	\$ 10,800.00
A8	596	CY	Cement Stabilized Sand	forty eight Dollars Zero Cents	48.00	28,608.00
A9	1478	CY	Select Backfill	eleven Dollars forty five Cents	11.45	16,923.10

Roadway Subtotal	\$ 137,362.25
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STORM WATER IMPROVEMENTS

B1	142	LF	30" Polymer Coated Corrugated Metal Pipe (M246)	One Hundred four Dollars Eighty five Cents	\$ 112.85	\$ 16,024.70
B2	70	LF	36" Polymer Coated Corrugated Metal Pipe (M246)	One Hundred thirty Dollars Twenty two Cents	\$ 135.22	\$ 9,465.40
B3	126	LF	60" Polymer Coated Corrugated Metal (M246)	Two Hundred eighty Dollars Fifteen Cents	\$ 208.15	\$ 26,226.90
B4	826	LF	24" A.D.S. Pipe	Thirty three Dollars Zero Cents	\$ 33.00	\$ 27,258.00
B5	47	LF	30" A.D.S. Pipe	Forty five Dollars Twenty five Cents	\$ 45.25	\$ 2,126.75
B6	10	LF	18" R.C.P.	Twenty nine Dollars Zero Cents	\$ 29.00	\$ 290.00
B7	7	EA	2'x3' Road & Hwy. Structure	One thousand Seven Hundred forty Dollars Zero Cents	\$ 1,750.00	\$ 12,250.00
B8	3	EA	Concrete Headwall (24")	Nine Hundred Seventy Dollars Zero Cents	\$ 975.00	\$ 2,925.00
B9	1	EA	Concrete Collar (18")	Six Hundred twenty Dollars Zero Cents	\$ 625.00	\$ 625.00
B10	2	EA	24" Flap Gate Valve	Two thousand three Dollars Zero Cents	\$ 2,300.00	\$ 4,600.00
B11	1	EA	30" Flap Gate Valve	Two thousand nine Dollars Zero Cents	\$ 2,900.00	\$ 2,900.00
B12	4240	LF	Silt Fence for Storm Water Pollution Prevention	Two Dollars Fifty Cents	\$ 2.50	\$ 10,600.00
B13	325	CY	Conc. Rip-Rap Slope Protection	Three Hundred Dollars Zero Cents	\$ 300.00	\$ 97,500.00
B14	1	LS	Trench Safety for Stormwater	Ten thousand Dollars Zero Cents	\$ 10,000.00	\$ 10,000.00
B15	900	LF	Channel Excavation for Regrading Ditch	Thirty five Dollars Zero Cents	\$ 35.00	\$ 31,500.00
B16	200	LF	RCP Demo & Removal	Fifteen Dollars Zero Cents	\$ 15.00	\$ 3,000.00
B17	575	LF	Exist. Fence Removal	Six Dollars Zero Cents	\$ 6.00	\$ 3,450.00
B18	75	LF	Exist. Fence Remove/Replace	Twenty five Dollars Zero Cents	\$ 25.00	\$ 1,875.00
B19	300	LF	Metal Beam Guard Fence	Thirty seven Dollars Fifty Cents	\$ 37.50	\$ 11,250.00

B20	1	LS	Bypass System	twenty thousand zero	Dollars Cents	\$ 20,000.00	\$ 20,000.00
B21	2200	LF	Ditch Clearing	ten zero	Dollars Cents	\$ 10.00	\$ 22,000.00

Drainage Subtotal	\$ 315,866.75
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Bid Total	\$ 453,229.00
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BIDDER/COMPANY NAME: Closner Construction CO LC

AUTHORIZED SIGNATURE: *Albert Closner*

PRINTED NAME: Albert Closner

TITLE: Chief of Operations

CONTINUATION OF BID PAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 60 calendar days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ Dollars (_____) or a Bid Bond in the Sum of 5% TAB Dollars (_____), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE
#1	<u>12-8-08</u>	<u>Anel Rodriguez</u>
#3	<u>12-16-2008</u>	<u>Anel Rodriguez</u>

	DATE	ACKNOWLEDGE
#2	<u>12-9-2008</u>	<u>Anel Rodriguez</u>
#4	_____	_____

Respectfully submitted.

Closner Construction Co.
Name of Firm

By: [Signature] 12/16/08
Signature Date

President
Title

2809 W. Expressway 83
Address

Lafayette, La 70559

956-797-0785
Telephone Number

**THIS PROPOSAL MUST BE
SIGNED BY AN OFFICER OF
REPRESENTATIVE DULY
AUTHORIZED BY THE BIDDER.**

(Seal, if Bid is by a Corporation)

Attest: _____