



THE STATE OF TEXAS §
 COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
 CAP-08-022-09-02

This Agreement, entered into this 3rd day of February, 2009 by and between Hidalgo County (hereinafter called the "OWNER," and Valley Paving, Inc (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:

"ROAD & DRAINAGE CONSTRUCTION FOR DIMAS #1 SUBDIVISION"

Hereinafter called the project, for the sum of Fifty-Eight Thousand, Two Hundred and Thirty Dollars and Thirty Cents (\$58,230.30) 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 TEDSI Infrastructure Group, entitled the Engineer, and as enumerated in Paragraph 3 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 120 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 39 of the General Conditions.

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 Paragraph 14.02.C – Progress Payment, Paragraph 14.07.A – Final Payment, 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, February 3, 2009.

CONTRACTOR: _____

Name of Firm: Valley Paving, Inc.

Address: 321 E. 2 Mile Line, Mission Tx

Fed. I.D. # / S.S.##: 74-2240275

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 3rd day of February, 2009, by President Of and on behalf of Valley Paving, Inc.
(Title) (A corporation)



Rosalinda Trevino
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: [Signature]

ATTEST:

COUNTY OF HIDALGO:

Arturo Guajardo Jr., County Clerk

Juan D. Salinas III, County Judge