

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-09-001-04-21

This Agreement, entered into this 21st day of April, 2009 by and between Hidalgo County (hereinafter called the "OWNER," and, Alvarez Construction, 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 AND DRAINAGE CONSTRUCTION OF EL CHARRO SUBDIVISION

~~Hereinafter called the project, for the sum of One Hundred Ninety Four Thousand Three Hundred Dollars and Fifty 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 R. Gutierrez Engineering Corporation, 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 75 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: _____

Print Name & Title: _____

Name of Firm: Alvarez Construction

Address: 613 Ferguson Rd

Donna, TX 78537

Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____ day of _____,

2009, by _____ Of and on behalf of _____
(Title) (A corporation)

Notary Public-Signature

APPROVED AS TO FORM:

BY: _____

ATTEST:

COUNTY OF HIDALGO:

Arturo Guajardo, Jr., County Clerk

Juan D. Salinas III, County Judge