

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**CONSTRUCTION CONTRACT
C-CAP-09-132-06-08**

This Agreement, entered into this 8th day of **June, 2009**, by and between Hidalgo County, (hereinafter called the "OWNER," and CLOSNER CONSTRUCTION CO., L.C. (a Texas Liability 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 follows:

RAMON LEAL SUBDIVISION

Hereinafter called the project, for the sum of NINETY THREE THOUSAND ONE HUNDRED SIXTY-SEVEN Dollars and SIX 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 Proposal, the General conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Izaguirre Engineering Group, LLC, 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.

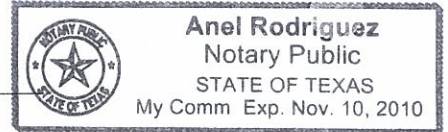
CONTRACTOR: [Signature]
Print Name & Title: Jaime Closner - President
Name of Firm: Closner Construction Co LC
Address: 2809 W Exp 83
La Feria TX 78559
Fed I.D. #/SS #: 74 29 17386

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 27th day of July,
2009, by President 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.
808 Pecan
McAllen, Texas 78504

BY: [Signature]

ATTEST:

COUNTY OF HIDALGO:

Arturo Guajardo, Jr., County Clerk

Juan D. Salinas III, County Judge