

<p style="text-align: center;">CONTRACT CONSTRUCTION</p>

This Agreement, entered into this 8th day of September, 2009 by and between **Hidalgo County Precinct No. 4** (hereinafter called the "OWNER", acting herein through its **County Judge, Juan D. Salinas, III**, and O.G. Construction Co., LLC, (a corporation) of Edinburg, Texas, County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements 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:


**HIDALGO COUNTY PRECINCT NO.4- "MONTE CRISTO DRAIN CULVERT
CROSSING PCT. #4 SAN CARLOS DRAINAGE IMPROVEMENT PROJECT**

hereinafter called the project, for the sum of (\$ 34,330.00) Thirty four thousand three hundred thirty dollars and no cents and all extra work in connection therewith, under the terms as 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, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Quintanilla, Headley and Associates, Inc., entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental 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 a written "Notice to Proceed" of the OWNER and to fully complete the project within 30 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$ 250.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 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 25, "Payments to Contractor", of the General Conditions.

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

Contractor: 
Omar F. Garcia

Name of Firm: O.G. Construction Co., LLC

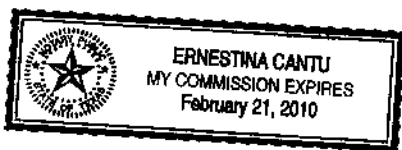
Address: 222 W. University Dr. Edinburg, TX 78539

Fed. I.D. #/S.S. #: 47-0944347

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 16th day of September, 2009, by Managing Member of and on behalf of O.G. Construction Co., LLC (title) (a corporation)




Notary Public - Signature


ATTEST:

COUNTY OF HIDALGO

Arturo Guajardo, Jr.
County Clerk

Juan D. Salinas, III
County Judge

Approved as to Form:
Atlas & Hall, L.L.P.

By: 

PROPOSAL

**To: County of Hidalgo
2812 S. Business Hwy 281
Edinburg, Texas**

Project: Hidalgo County Precinct No. 4 – Monte Cristo Drain Culvert Crossing Pct. #4 San Carlos Drainage Improvement Project"

Bid No. C-09-336-09-08

Pursuant to Advertisement for Bids and Notice to Bidders, the undersigned bidder hereby proposes to furnish the materials and equipment and to perform all the work for the described project in strict accordance with the plans, specifications, and addends. The Bidder binds himself upon acceptance of his proposal to execute a contract and bond according to the accompanying forms, for performing and completing the said work within the time stated and maintaining same as required by the detailed specifications for the following prices, to wit;

Having become thorough familiar with the Contract Documents and the local conditions affecting the performance and cost of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby, proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed contract documents, all labor and materials, General Construction, Air Conditioning, Electrical and Plumbing for the following sum of money:

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total</u>
 <u>I. Drainage Improvements</u>					
1.	180	L.F.	24" Class IV R.C.P. Bore & Install	<u>One Hundred Fifty dollars & no cents.</u> <u>(\$150.00)</u> Dollars & Cents	<u>Twenty seven thousand dollars & no cents.</u> <u>(\$27,000.00)</u> Dollars & Cents
2.	40	L.F.	24" Class IV R.C.P.	<u>Thirty two dollars & no cents</u> <u>(\$32.00)</u> Dollars & Cents	<u>One thousand two hundred Eighty dollars and no cents.</u> <u>(\$1,280.00)</u> Dollars & Cents
3.	1	Ea.	24" Concrete Rip-Rap	<u>One thousand two hundred Dollars and no cents.</u> <u>(\$1,200.00)</u> Dollars & Cents	<u>One thousand two hundred dollars and no cents.</u> <u>(\$1,200.00)</u> Dollars & Cents
4.	1	Ea.	Tie Into Exist 24" R.C.P.	<u>Three hundred fifty dollars & no cents</u> <u>(\$350.00)</u> Dollars & Cents	<u>Three hundred fifty dollars & no cents.</u> <u>(\$350.00)</u> Dollars & Cents

5.	1	Ea.	Concrete Manhole	<u>Four thousand dollars & no cents</u> <u>(\$4,000.00)</u> Dollars & Cents	<u>Four thousand dollars & no cents</u> <u>(\$4,000.00)</u> Dollars & Cents
6.	40	LF	Trench Protection Required	<u>Five dollars & no cents</u> <u>(\$5.00)</u> Dollars & Cents	<u>Two hundred dollars & no cents</u> <u>(\$200.00)</u> Dollars & Cents
7.	1.	L.S.	Traffic Control	<u>Three hundred dollars & No cents.</u> <u>(\$300.00)</u> Dollars & Cents	<u>Three hundred dollars & no cents.</u> <u>(\$300.00)</u> Dollars & Cents

Total Bid: \$ 34,330.00

In Words: Thirty four thousand three hundred thirty dollars and no cents.

The undersigned bidder agrees to furnish all materials as shown and specified with the plans and specifications.

The undersigned bidder agrees to complete the base proposal and any accepted alternates as specified in 30 calendar days.

The Owner shall have the right to accept or reject any or all Alternate Bid amounts.

Enclosed with the Proposal is a Cashier's Check or Certified check for 5% Bond (\$ _____) Dollars, which it is agreed shall be collect and retained by the Owner as liquidated damages, in the event this proposal is accepted by the Owner within the number of days stated in advertisement for the reception of bids and the undersigned fails to execute the contract and the required bond with the Owner, under these conditions, hereof, said check or bonds shall be returned to the undersigned upon demand.

O.G. Construction Co., LLC

Name of Firm



Signature

222 W. University Dr. Edinburg, TX 78539

Address

Bidder acknowledges receipt of the following addendum:

**NON-COLLUSION AFFIDAVIT OF
PRIME BIDDER**

State of Texas §
 §
County of Hidalgo §

Omar F. Garcia, being first duly sworn, deposes and says that:

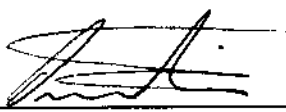
(1) He is Managing Member, of _____
O.G. Construction, Co, LLC, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid:

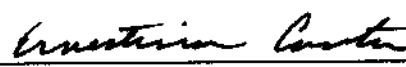
(3) Such bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) 
Managing Member
(Title)

Subscribed and sworn to before me this 16th
day of September, 2009.


Secretary
(Title)

My Commission expires 2-21-2010



BONDING AND INSURANCE REQUIREMENTS

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "Bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will upon, acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "Performance Bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "Payment Bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/22/09

PRODUCER South Side Insurance
 P.O. Box 1526
 McAllen, TX 78505
 Phone (956)664-2246 Fax (956)664-2279

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED OG CONSTRUCTION CO., LLC
 OG UTILITY GROUP LLC
 222 W UNIVERSITY DRIVE
 EDINBURG, TX 78539

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	NORTHFIELD INS CO	A-IX
INSURER B:	TEXAS MUTUAL INSURANCE CO	
INSURER C:	SOUTHERN COUNTY MUTUAL	
INSURER D:	GENERAL STAR INDEMNITY CO	
INSURER E:		
INSURER F:		

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OF MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	WS009269	05/12/09	05/12/10	EACH OCCURRENCE	1000000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	100000
						MED EXP (Any one person)	5000
						PERSONAL & ADV INJURY	1000000
						GENERAL AGGREGATE	2000000
						PRODUCTS - COMP/OP AGG	2000000
C	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	STC573441-01	06/26/09	06/26/10	COMBINED SINGLE LIMIT (Ea accident)	1000000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
						AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC AGG	
D	<input checked="" type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	CP09473878	09/21/09	05/12/10	EACH OCCURRENCE	2000000
						AGGREGATE	2000000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF0001183268	08/29/09	08/29/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	1000000
						E.L. DISEASE - EA EMPLOYEE	1000000
						E.L. DISEASE - POLICY LIMIT	1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 CERTIFICATE HOLDER IS SHOWN AS ADD'L INSURED

CERTIFICATE HOLDER**CANCELLATION**

COUNTY OF HIDALGO
 2812 S BUS 281
 EDINBURG, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Rose E. Ovalle

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, Omar F. Garcia, possess all of the
APPLICABLE:

- 1. Licenses: _____
- 2. Bonds: Payment Bond
- 3. Certificates: _____
- 4. Permits: _____
- 5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.**



Authorized Signature

9/16/09

Date

O.G. Construction Co., LLC

Company

222 W. University Dr

Address
Edinburg, Tx 78539

City, State, Zip

**TEXAS STATUTORY PAYMENT BOND
(PUBLIC WORKS)**

Bond Number CNB-10317-09

KNOW ALL PERSONS BY THESE PRESENTS:

THAT O.G. Construction Company, LLC (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto Hidalgo County Precinct No. 4 (hereinafter called the Obligee), in the amount of Thirty Four Thousand Three Hundred Thirty Dollars (\$ 34,330.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 8th day of September, 2009, for the construction of Hidalgo County Precinct No. 4, Monte Cristo Drain Culver Crossing Pct. #4 San Carlos Drainage Improvement Project.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provide for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that the Surety's address for giving notice in compliance with section 2253.041 et seq. of the Texas Government Code is:

Insurors Indemnity Company
P.O. Box 2683
Waco, TX 76702-6683;

Or

Insurors Indemnity Company
225 South Fifth Street
Waco, TX 76710.

SIGNED, SEALED AND DATED this 18th day of September, 2009.

PRINCIPAL: O.G. Construction Company, LLC

(Seal)

By: [Signature]

(title) Managing Member

APPROVED AS TO FORM:

By: _____
Obligee

INSURORS INDEMNITY COMPANY

(Seal)

By: [Signature]
Andy Alvarez, Attorney-In-Fact

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto y esta dado para acatar con Section 2253.021 Government Code y Section 53.202, Property Code efectivo, Septiembre 1, 2001.

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-10317-09

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint Andy Alvarez of the City of McAllen, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

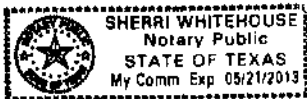
INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Thomas G. Chase, Jr.
Thomas G. Chase, Jr, Chairman and CEO

State of Texas
County of McLennan

On the 8th day of July, 2009, before me a Notary Public in the State of Texas, personally appeared Thomas G. Chase, Jr. and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as Chairman and Chief Executive Officer, and Corporate Secretary, respectively, of Insurors indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.



Sherrri Whitehouse
Notary Public, State of Texas

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on July 8, 2009:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on July 8, 2009, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 18th day of September, 2009.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORS.COM.