

**CONTRACT  
CONSTRUCTION  
No. : C-2010-050-03-23**

This Agreement, entered into this 23<sup>RD</sup> day of March, 2010 by and between **Hidalgo County** (hereinafter called the "OWNER", acting herein through its **County Judge, Rene Ramirez**, and The 5125 Company, (a corporation) of Mission, 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:  
"HIDALGO COUNTY PRIMARY CARE AND SUBSTANCE ABUSE FACILITY  
SITE AND UTILITY IMPROVEMENTS"**

hereinafter called the project, for the sum of **(\$ 219,512.50 ) Two Hundred Nineteen Thousand Five Hundred Twelve and Fifty 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 **150** 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: *Pat Espericueta*  
**Pat Espericueta, President**

Name of Firm: **The 5125 Company**

Address: **1008 Doherty, Mission, Texas 78572**

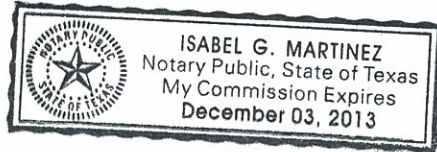
Fed. I.D. #/S.S. #: **74-2507983**

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 1<sup>st</sup> day of April, 2010,

by **Pat Espericueta President** of and on behalf of **The 5125 Company**  
(Title) (a corporation)



*Isabel G. Martinez*  
Notary Public - Signature

ATTEST:

COUNTY OF HIDALGO

\_\_\_\_\_  
**Arturo Guajardo, Jr.**  
County Clerk

\_\_\_\_\_  
**Rene Ramirez**  
County Judge

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

By: *Atlas & Hall*