

**CONSTRUCTION
CONTRACT**

This Agreement, entered into this 1st day of February 2011 by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM**, joined by City of La Villa (hereinafter called the "OWNER", acting herein through its COUNTY JUDGE, and The 5125 Company, a corporation) of Mission, 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:

PROJECT NAME: City of La Villa – Water/Sewer Improvements
PROJECT #: 5008-91-0310-5000-9100 & 5009/10-45-0310-5000-4500-UCP-ML
PROJECT DESCRIPTION: “Improvements to Water Treatment Plant.”

hereinafter called the project, for the sum of (\$628,500.00) six hundred twenty eight thousand five hundred dollars and no centsFifty eight thousand eight hundred and seventy eight dollars, 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 Noe Garza Engineers, Inc. entitled the 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 180 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$ 400.00 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

Name of Firm: The 5125 Company

Address: 1008 Doherty Avenue
Mission, TX 78572

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

STATE OF TEXAS ,
,
COUNTY OF HIDALGO ,

This instrument was acknowledged before me on this the ___ day of _____, 20_____,
by _____, _____ of and on behalf of _____ .
(title) (a corporation) (a partnership) (an individual)

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna
Urban County Director