

**CONSTRUCTION  
CONTRACT**

This Agreement, entered into this 5th day of April 2011 by and between **HIDALGO COUNTY** joined by **Hidalgo County Precinct No. 1** (hereinafter called the "OWNER", acting herein through its County Judge, and **Tropical Contracting, LLC.**, (a corporation) of San Antonio, 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:** **Precinct No. 1 Delta Outfall Drainage Improvements Project**  
**PROJECT #:** **6536-91-0309-5000-9100**  
**PROJECT DESCRIPTION:** **Drainage Structure Improvements for the Delta Area Outfall System in Pct. No. 1**

hereinafter called the project, for the sum of **(\$ 916,512.02) Nine Hundred and Sixteen Thousand Five Hundred and Twelve- Dollars-Two 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 **DOS Logistics, 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 **90** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$ **200.00** 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.

