

**CONSTRUCTION
CONTRACT**

This Agreement, entered into this 30th day of November, 2010 by and between **HIDALGO COUNTY** (hereinafter called the "Owner, acting herein through its Judge, Ramon Garcia, and ASAGO L.L.C. dba ASAGO CONSTRUCTION) 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:

TDRA PROJECT # 729055

Sewer Improvements & Yard Line Connections for Colonia De Anda, Saenz, and Perez Subdivision in the City of Mercedes ETJ area in Pct. # 1, Hidalgo County, Texas.

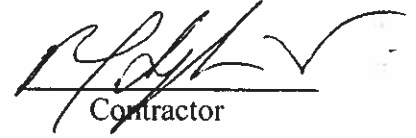
Project consists of first time main sewer lines, laterals, sewer taps, manholes, caps, caliche drive repairs, caliche street repairs, trench & trench safety, extension of yard service lines, connections to home discharge lines and remediation of existing septic tanks and related appurtenances to Colonia De Anda & Saenz. Perez Subdivision will only include sewer taps, extension of yard service lines, connections to home discharge lines and remediation of existing septic tanks and related appurtenances

Hereinafter called the project, for the sum of **(\$148,186.00)** One Hundred Forty-Eight Thousand, One Hundred and Eight Six Dollars & Zero 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 Guzman & Munoz Engineering and Surveying, Inc. and as enumerated in Paragraph I 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 **\$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.

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: ASAGO L.L.C. dba
Asago Construction

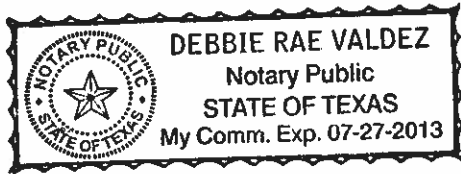
Address: 2113 Pecos St.

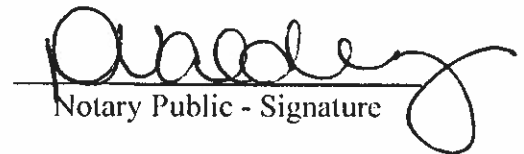
Mission, Texas 78572

Fed. I.D. #/S.S. #: 74-2821087

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 15th day of December, 2010,
by Raul Iglesias, Owner/Manager of and on behalf of ASAGO L.L.C. dba Asago Construction
(title) (a corporation) (a partnership) (an individual).

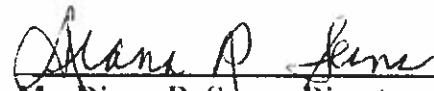



Notary Public - Signature

COUNTY OF HIDALGO

ATTEST:


Witness


Ms. Diana R. Serna, Director
Urban County Program

