

**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 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 **\$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.

[Signature]
Contractor

Name of Firm: ASAGO L.L.C. dba
Asago Construction

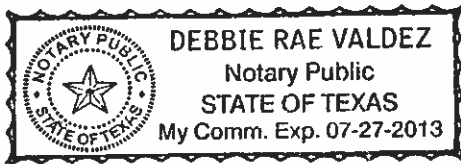
Address: 2113 Pecos St.

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).



[Signature]
Notary Public - Signature

COUNTY OF HIDALGO

ATTEST:

[Signature]
Witness

[Signature]
Ms. Diana R. Serna, Director
Urban County Program



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/17/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Valley Insurance Provider PO Drawer 3783 McAllen TX 78502	CONTACT NAME: Eliza Mendoza	
	PHONE (A/C, No, Ext): (956) 787-8536 FAX (A/C, No): (956) 787-7232	
	E-MAIL ADDRESS: emendoza@vip-ins.net	
	PRODUCER CUSTOMER ID #: 2509	
INSURED Asago, LLC Asago Construction 2113 Pecos Mission TX 78572-0000	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: FIRST MERCURY INSURANCE COMPANY	
	INSURER B: AMERICAN FIRST INSURANCE COMPANY	
	INSURER C: ROCKHILL INSURANCE COMPANY	
	INSURER D: Essex Insurance Company	
	INSURER E: Texas Mutual Fund Insuran	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 001 REVISION NUMBER: 001

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW 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 OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		FMTX008381	12/17/2010	12/17/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	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			BA4981240	11/22/2010	11/22/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			RXSLRU000560-00	12/17/2010	12/17/2011	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TSF0001134832	08/13/2011	08/13/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-FR E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Equipment			IMD21800	12/17/2010	12/17/2011	TIV:\$307,219 DED:2,500 Theft Ded:\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hidalgo County Precinct No.1-Water/Sewer Improvements Colonia Matching funds for TDRA Contract #729055 for Colonia Saenz, De Anda, & Perez Subdivision.

CERTIFICATE HOLDER

CANCELLATION

AI 001381

County Of Hidalgo /Urban County Program
2812 S Buisness Hwy 281
Hidalgo County New Administration Building
Edinburg TX 78539-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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