

**COUNTY OF HIDALGO
URBAN COUNTY PROGRAM**

**DISASTER RECOVERY PROGRAM
CONSTRUCTION CONTRACT**

(Note: This Contract must be executed and acknowledged by all parties before contractor is notified to proceed.)

THIS AGREEMENT made and entered on **March 13, 2012** by and between **Rene Garza**, hereinafter called the "Contractor" and, **Santos & San Juana Del Toro**, hereinafter called the "Owner" covering improvements to be constructed on the following described property located in Hidalgo County, Texas:

Legal description: La Mesa Lot 98

In consideration of the mutual promises and agreements contained herein, the undersigned Contractor and Owner agree as follows:

I. The Contractor shall:

- (1) Furnish all labor, materials, supervision and services necessary to do the work specified in attached plans and specifications and made a part thereof, for the total sum of \$44,370.
- (2) Begin the work to be performed upon receipt of written Notice to Proceed, after which the Contractor shall complete said work within 10 calendar days thereafter.
- (3) Comply with the Southern Building Code, Section 8 Housing Quality Standards, and with all regulations, ordinances, and laws of the City of Mission, the State of Texas, and the Federal Government, and promptly secure all necessary inspections of all work by authorized inspectors.
- (4) Carry Comprehensive General Liability and Worker's Compensation Insurance both in accordance with the Laws of the State of Texas and the City of Mission for all persons engaged in work at the site.
- (5) Furnish as specified in the Special Instructions and Conditions, Certificates of Insurance showing that he has complied with the provisions of subparagraph (4) above.
- (6) Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.
- (7) Keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Contractor should be responsible for the disposal of all debris in a certified landfill. Absolutely no materials will be salvaged.
- (8) Guarantee the work performed for a period of one year from the date of final acceptance of all work required by the contract.
- (9) Provide a competent supervisor to be on the job site at all times during the progress of this work.
- (10) Cause all work to be done in a good and workmanlike manner in accordance with good trade practices in the community, using materials specified.
- (11) Provide licensed and bonded subcontractors for services which will not be provided by the Contractor, such as plumbing, electrical, etc., unless Contractor or his employees are licensed and bonded to provide such services.
- (12) Not assign the mechanic's lien note, unsecured promissory note, and or contract to anyone other than the County of Hidalgo, Texas.
- (13) Display good conduct at all times.
- (14) Furnish the Owner, in care of the County of Hidalgo with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under the contract.

II. The Owner:

1. Shall not permit or make any changes or additions to the plans and specifications without written approval of the County of Hidalgo.
2. Shall permit the Contractor to use at no cost existing utilities such as light, heat, power, water, and local telephone calls, necessary for carrying out and completing the work.
3. Shall cooperate with the Contractor to facilitate the performance of the work including the removal and replacement of rugs, covering, and furnishings as necessary.
4. Acknowledges that the County of Hidalgo will provide the necessary funds for the contractor to demolish the specified areas and remove the debris.

III. Method of Compensation:

The Contractor shall be paid according to the following schedule within fourteen (14) working days after said completion in accordance with County of Hidalgo, Urban County Program Finance Department's Accounts Payable schedule, as discussed during pre-construction conference, as follows:

1. 40% of contract upon 50% completion of work.
2. 90% of contract upon 100% completion of work
3. The balance of 10% of contract not less than 30 days **after** completion of work provided all amounts due to subcontractors and suppliers are paid in full.

Prior to the second payment of 90% of contract payment the Contractor shall deliver a sworn statement to the effect he has paid all laborers, subcontractors, and material suppliers involved in fulfilling the contract and obtain a Waiver of Lien from them.

IV. General Provisions:

1. This Contract embodies all of the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or insure to the benefit of any of the parties.
2. The Contractor agrees to perform the work required by this Contract and the Owner agrees that neither he nor the members of his family, his tenants, agents, and employees will hinder the Contractor in his work.
3. The County of Hidalgo, or its designee, is allowed to examine and inspect the reconstruction/rehabilitated work.
4. The Contractor shall be charged with the here after described liquidated damages for any delays in the completion of the work due. Delays due to the following shall not be chargeable:
 1. To any acts of the Government, including controls or restrictions relating to the availability of materials, equipment, tools, or labor by reason of war, National Defense, or by any other national emergency.
 2. To any acts of the Owner;
 3. To causes not reasonably foreseeable by the parties to this contract and which are beyond the control and without fault or negligence of the contractor, including, but not restricted to, acts of God or the public enemy, acts of another Contractor, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.

Provided, however, that the Contractor shall promptly, within three (3) days, notify the Owner, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the Owner shall extend the Contract time for the period of the excusable delay.

5. If Contractor fails, except as herein before provided, to complete the work within the time specified by the Contract, he shall pay the Count, not as a penalty but as liquidated damages, the amount of \$100.00 per day if such delay is caused by any reason other than those specified in IV above.
6. If for any reason other than those specified in IV above, the Contractor at any time fails for a period of seven (7) consecutive calendar days to supply enough skilled workers or satisfactory materials, or otherwise neglects to prosecute the work properly, the Owner with the consent of the County of Hidalgo, Texas, at his election, may unilaterally terminate this Contract.
7. The parties further state that to the best of their knowledge no member of the County of Hidalgo Commissioner's Court, and no other officer, employee, or agent of said County who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, has any personal interest, direct or indirect, in this Contract.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

Contractor

Owner(s) Santos Del Toro

Name

Owner(s) San Juana Del Toro

Address

5331 Montana Dr Mercedes Tx 78570
Address

Telephone

Telephone

County of Hidalgo Urban County Program
Subrecipient

Director Diana R. Serna

1916 Tesoro Blvd Pharr Tx 78577

Address

(956) 787-8127

Telephone

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared County Of Hidalgo Urban County Program , known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on March 13, 2012.

Notary Public In and For
the State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared (Owner) **Santos Del Toro**, known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on March 13, 2012.

Notary Public In and For
the State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared (Owner) **San Juana Del Toro**, known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on March 13, 2012.

Notary Public In and For
the State of Texas

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared (Contractor) **Rene Garza**, Known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on March 13, 2012.

Notary Public In and For
the State of Texas