

**CONSTRUCTION
CONTRACT**

This Agreement entered into this **22st day of October, 2013** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **FJW Construction (a corporation)** (a partnership) (an individual) of **McAllen**, 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: **Pet. 2 Flood Drainage Improvements for the project known as the "South Fork Drain" for Texas General Land Office (GLO) contract No. 12-406-000-6453//DRS210068**
PROJECT No.: **6540-61-0309-5200-6100-UCP-BS**
PROJECT DESCRIPTION: **"Precinct No. 2- South Fork Drain Project"**

heinafter called the project, for the sum of **(\$3,688,306.84) – Three million, six hundred eighty eight thousand, three hundred six dollars and eighty four 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 **R. Gutierrez Engineering Corporation**, 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 **(360) Three Hundred Sixty** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **(\$500.00) Five hundred dollars and zero cents** 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.

Name of Signatory
Name of Firm

Name of Firm: _____

Address: _____

Federal I.D./S.S.: _____

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 , Director
Urban County Program

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012