

**CONSTRUCTION
CONTRACT**

This Agreement entered into this ____ day of May, 2016 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 **Saenz Brothers Construction, LLC (a Texas Limited Liability Company)** of **Donna** 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: Hidalgo County Precinct No. 1 GLO Flood & Drainage Improvements
Project known as the Delta Area Connector/East Lateral Drainage Ditch
Project Round 2.1 Phase I and Round 2.2 Phase III

PROJECT No.: **6540-62-0309-5200-6200-UCP-SR**
6541-62-0309-5200-6200-UCP-SR

PROJECT DESCRIPTION: **FLOOD & DRAINAGE IMPROVEMENTS**

hereinafter called the project, for the sum of **(\$2,871,013.80) – Two million eight hundred and seventy-one thousand thirteen dollars and eighty 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.** 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 **(365) Three hundred sixty five** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **(\$250.00) two hundred fifty 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.

Fernando Saenz, Manager
Saenz Brothers Construction LLC

Name of Firm: Saenz Brothers Construction LLC
Address: 3226 N. Victoria Road
Donna, Texas 78537

Federal I.D./S.S.: 46-22885558

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____ day of _____, 2016,

by Fernando Saenz, Manager of and on behalf of Saenz Brothers Construction, LLC.
(name) (title) (a limited liability 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: 4/28/2016