

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-17-128-06-27

This Agreement, entered into this 27th day of **June, 2017** by and between Hidalgo County (hereinafter called the "OWNER," and, **RGV Asphalt, L.L.C.** (a Texas corporation), of Donna, of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement 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. 4 - "Road Improvements to Sunflower Road"
PROJECT LIMITS: From Mile 17 Road To SH 107 Road
PROJECT NO.: 2017-128-05-24-HGO

NAME OF PROJECT

Hereinafter called the project, for the sum of **One Hundred Seventy-One Thousand Seven Hundred Thirty-Eight Dollars and Fifty Cents (\$171,738.50)** and all extra work in connection therewith, under the terms and 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 and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **South Texas Infrastructure Group, L.L.C.**, entitled the Engineer, and as enumerated in Paragraph 1.01.A.12 of the 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 written "Notice to Proceed" of the OWNER and to fully complete the project within **Eighty (80)** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **Five Hundred Dollars and Zero Cents (\$500.00)** for each consecutive calendar day thereafter.

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 Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in five (5) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

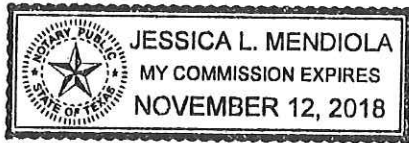
APPROVED BY COMMISSIONERS COURT ON, June 27, 2017.

CONTRACTOR: _____
Print Name & Title: Alvaro Torres, Managing Member/Owner
Name of Firm: RGV Asphalt, L.L.C.
Address: 722 E. Anderson Road
Donna, Texas 78537
Fed I.D. #/SS #: 81-1719346

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 5th day of July, 2017 by

Alvaro Torres of and on behalf of RGV Asphalt, L.L.C.
(Title) (A corporation)



Jessica Mendiola
Notary Public-Signature

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

BY: [Signature]
Steve Crain

DATE: 7-6-17

ATTEST:

COUNTY OF HIDALGO:

Arturo Guajardo, Jr., County Clerk

Ramon Garcia, County Judge