THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-20-608-12-08

This Agreement entered into this **8th** day of **December, 2020,** by and between the County of Hidalgo (hereinafter called the "OWNER") and **M.J.AConstruction,LLC.** (a corporation) (a partnership) (an individual) of Mission, State of Texas, hereinafter called "CONTRACTOR". The County's procurement packet and Contractor's response are incorporated herein for all purposes.

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:

NAME OF PROJECT

Hereinafter called the project, for the sum of ($123,987.52) One hundred twenty three thousand, nine hundred eighty seven dollars and fifty two cents 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 engineer, entitled the Architect/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 60 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $250.00 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.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

APPROVED BY COMMISIONERS COURT ON, December 08, 2020.

CONTRACTOR: M.J.A. Construction LLC
Print Name & Title: _____
Name of Firm: _____
_____
Address: _____
_____
Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

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

2_____, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

COUNTY OF HIDALGO

_____

Richard F. Cortez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Hidalgo County District Attorney's Office

By: _____
Robert Viña, Assistant District Attorney