

**URBAN COUNTY PROGRAM
CONSTRUCTION CONTRACT**

This Agreement entered into this April 2nd, 2024 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 2GS dba Earthworks Enterprise LLC (a corporation) (a partnership) (an individual) of Penitas, 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: 2023 Palmview Street Improvements
PROJECT No.: 5023-55-0311-5000-UCP-OR
PROJECT DESCRIPTION: Street Improvements in the City of Palmview

heinafter called the project, for the sum of (\$380,837.00) – Three hundred eighty thousand eight hundred thirty seven dollars and zero 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 Bid, 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 M2 Engineering, PLLC 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. Contractor agrees to follow the **Build America, Buy America Act** whenever applicable to this construction 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 (60) sixty consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of (\$250.00) Two hundred and 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 which shall be deemed

