

URBAN COUNTY PROGRAM CONSTRUCTION CONTRACT

This Agreement entered into this September 16, 2026 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 Elite Grading and Paving, LLC (a corporation) (a partnership) (an individual) of Mercedes, 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:	2025 Mercedes Street Improvements
PROJECT No.:	5025-50-0311-5000-0000-UCP-LS
PROJECT DESCRIPTION:	Street Improvements for the City of Mercedes

hereinafter called the project, for the sum of \$ 214,865.55 – Two hundred fourteen thousand eight hundred sixty five dollars and fifty five 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 S2 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 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 an original, in year and day first above mentioned. Certified copies will be provided to all parties from the UCP Original document.

Jose Luis De Hoyos

Company Name: Elite Grading and Paving, LLC

Address: 11113 E, Evans Ave
Pharr, Tx 78577

Federal I.D./S.S.:

UEI #: CC67X4UTTC93

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the ____ day of _____, 20____,

by _____, _____ on behalf of _____
(Name of Authorized Representative) (title) (Company Name)

Notary Public - Signature

URBAN COUNTY PROGRAM

**Joel Rivera, Ph. D., Director
Urban County Program**

APPROVED AS TO FORM:

Hidalgo County Office of the Criminal District Attorney
Toribio "Terry" Palacios

By: Victor Garza, Assistant District Attorney