

## Storm 2006 Infrastructure Repair/Reconstruction Progress Update November 28, 2006

### Construction

- Contract for Bid No. ST 2006-93 Drainage Channel Restoration and Cleaning was awarded to Dan Williams Company in the amount of \$1,799,950.00.

THIS AGREEMENT, made this 20th. day of November, 2006 and between THE CITY OF EL PASO, County of El Paso, Texas, hereinafter called "Owner", acting herein through its City Manager, Joyce Wilson and Dan Williams Company (a corporation,), of El Paso, COUNTY OF El Paso and 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:

**Drainage Channel Restoration and Cleaning  
Contract No. ST-2006-93**

hereinafter called the "Project", for the sum of One Million, Seven Hundred Ninety Nine Thousand, Nine Hundred Fifty Dollars and No Cents (\$1,799,950.00), and all extra work in connection therewith, under the terms as stated in the contract documents; and at Contractor(s) 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, blueprints and other drawings and printed or written explanatory matter thereof, the specifications and contract documents thereof as furnished by the CITY ENGINEER or designated representative, and as enumerated in Paragraph 1.5 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 a date to be specified in a written "Notice to Proceed" from the Owner, and to substantially complete the project within One Hundred Eighty (180) consecutive calendar days thereafter (**6 Month Option on all Bids**). The Contractor further agrees to pay, as liquidated damages, the sum of 300 Three Hundred Dollars (\$300.00) for each consecutive calendar day thereafter, as hereinafter provided in Paragraph 6.8 of the General Conditions. The unit price quantities of this contract are estimated.

<b>Base Bid II</b>	<b>\$145,900.00</b>	<b>Base Bid III</b>	<b>\$149,850.00</b>
<b>Base Bid IV</b>	<b>\$872,600.00</b>	<b>Base Bid V</b>	<b>\$146,400.00</b>
<b>Base Bid VI</b>	<b>\$333,600.00</b>	<b>Base Bid VII</b>	<b>\$151,600.00</b>

**Total Amount of Award: \$1,799,950.00**

CONTRACT

IN WITNESS, WHEREOF, the parties to these presents have executed this Contract on the \_\_\_\_\_ day of \_\_\_\_\_, 2006 in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

OWNER – CITY OF EL PASO

by

\_\_\_\_\_  
City Manager Joyce Wilson

APPROVED AS TO FORM:

Contractor: Dan Williams Company

by

\_\_\_\_\_  
Assistant City Attorney

PROCESSED BY FINANCIAL SERVICES:

\_\_\_\_\_  
Typed Name & Title

\_\_\_\_\_  
CFO, Financial Services

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

PROCESSED BY ENGINEERING:

\_\_\_\_\_  
City Engineer

If the Contractor be a corporation, the following certificate should be executed:

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as Bidder, hereinabove; and that \_\_\_\_\_, who signed the foregoing Contract on behalf of the Bidder was then \_\_\_\_\_ of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
CORPORATE SECRETARY SIGNATURE AND CORPORATE SEAL