

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WEBB §

**Construction Contract
Webb County - Gilmar Construction Ltd.
Rio Bravo Drainage Outfall & Maintenance Improvement Project**

This Agreement is made and entered into by and between **Webb County, Texas**, a Political Subdivision of the State of Texas (hereinafter "Owner") and **Gilmar Construction, Ltd.**, (hereinafter "Contractor").

WHEREAS at the Webb County Commissioner's Court Meeting held on August 12, 2024, the Court, pursuant to Webb County's Competitive Sealed Proposal (CSP) 2024-007 entitled "**ARPA Project 20 - Rio Bravo Drainage Outfall Rehabilitation & Maintenance Improvement Project**", and Contractor's responsive bid proposal, attached hereto as Exhibit "A", awarded this Project to Gilmar Construction LTD.

For and in consideration of the mutual covenants herein set forth, and other good and valuable consideration, the Parties do hereby agree as follows:

1. **DESCRIPTION OF PROJECT:** Overall restoration of Webb County's north Rio Bravo drainage channel outfall and to stabilize and restore the effluent line and manhole at the end of Centeno Lane, Rio Bravo, Texas. The existing infrastructure needs to be stabilized and restored. (and as further identified in the Construction/Plans/Drawings Exhibit "C").
2. **PREMISES DEFINED:** The drainage channel outfall is located immediately north of the city of Rio Bravo at the Rio Grande River and the effluent line is located at the end of Centeno Lane in Rio Bravo, Texas (Exhibit B) and as further depicted on Sheet C3.0 of the Construction Plans.
3. **SCOPE OF WORK:** The proposed scope of this project is to provide repairs to the drainage outfall north of city limits of Rio Bravo, Texas and the Rio Grande River and the effluent line and manhole at the end on Centeno Lane in Rio Bravo, Texas. The scope of work will consist of asphalt pavement construction, excavation, embankment, demolition, site grading, flexible base, subgrade preparation, storm drainage improvements, concrete pavement, and erosion control improvements (and as further identified in the Construction/Plans/Drawings Exhibit "C"). The work includes all appurtenances and all incidentals, including all labor and materials as shown and required by the construction documents, which are hereby incorporated by reference. Contractor agrees that all work shall be performed in a good and workmanlike manner and all materials incorporated into the work shall be new materials.
4. **CONTRACT SUM:** In exchange for Contractor's performance of services under this Agreement, Owner shall pay Contractor the following amount(s): Nine Hundred Sixty-Three Thousand Three Hundred Dollars (\$963,300.00). Any and all payments/disbursements by

Rev 083024

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FILED Sept. 17, 2024 1:00 p.m.
MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS
BY [Signature] DEPUTY

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Webb County Rio Bravo Drainage Outfall
& Maintenance Improvement Project
Webb County, Owner – Gilmar Construction LTD, Contractor

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ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
24.	1 LS	Utility Adjustments and Relocations (Allowance) as per plan, complete and in place for	<u>\$35,000</u>	<u>\$35,000</u>
✓ 25.	1 LS	Project Contingency Allowance, complete and in place for	<u>\$80,000</u>	<u>\$80,000</u>

TOTAL PRICE SUBTOTAL (ITEMS #1 to #25) \$ 963,300.00

WRITTEN IN WORDS

Nine hundred and Sixty three thousand Three hundred & No cents

I think the County could save money by eliminating or reducing the quantity on Item 18 Pyramat 75 High erosion Control Mat