

**CAMINO REAL REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION**

**WHEREAS**, the Camino Real Regional Mobility Authority (CRRMA) has entered into various agreements with El Paso County (County), which authorize the CRRMA to utilize County funds for the development of various transportation projects in the County; and

**WHEREAS**, the County and CRRMA have entered into additional agreements to allow for the CRRMA to manage the design and construction work necessary for various projects intended to result in the installation of bus passenger shelters and sidewalks throughout El Paso County; and

**WHEREAS**, the CRRMA has advertised a construction letting for the El Paso County Passenger Shelters & Sidewalks Program, has since opened bids, selected the lowest responsible bidder for construction activities, authorized the negotiation of a construction contract, and now desires to authorize the execution of the negotiated construction contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE CAMINO REAL REGIONAL MOBILITY AUTHORITY:**

**THAT** the CRRMA’s Executive Director is authorized to execute a construction contract with Hawk Construction for the El Paso County Passenger Shelters & Sidewalks Program.

**PASSED AND APPROVED THIS 14<sup>TH</sup> DAY OF JULY 2021.**

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

**ATTEST:**

\_\_\_\_\_  
Joyce A. Wilson, Chair

\_\_\_\_\_  
Dorothy M. (Sissy) Byrd  
Board Secretary

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Raymond L. Telles  
Executive Director

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**CONTRACT**

This **CONTRACT** is made this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the **CAMINO REAL REGIONAL MOBILITY AUTHORITY (CRRMA)**, hereinafter called "Owner," and **HAWK CONSTRUCTION**, a corporation located in the City of El Paso, County of El Paso and State of Texas, hereinafter call "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 of the project described as follows:

**EL PASO COUNTY PASSENGER SHELTERS AND SIDEWALKS PROGRAM**

hereinafter called the "Project" for the sum of **FIVE HUNDRED THIRTY THOUSAND TWO AND 57/100 DOLLARS (\$530,002.57)**, 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 Project, in accordance with the conditions and prices stated in the Proposal, the Contract Documents as defined by Item 1L, Addenda, Specifications, General Notes, and Special Provisions of this Contract, the plans, which include all maps, plats, blueprints and other drawings and printed or written explanatory matter thereof, the contract documents thereof as furnished by the Owner or designated representative, all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the Owner. The Contract Time shall begin on the date to commence work specified in the "Notice to Proceed." Contractor shall Substantially Complete the Project within **ONE HUNDRED TEN (110) WORKING DAYS** after the date to commence work identified in the "Notice to Proceed."

Contractor agrees to pay, as liquidated damages, the sum of **TWO THOUSAND SEVEN HUNDRED TWENTY FOUR AND 00/100 DOLLARS (\$2,724.00)** for each working day after the expiration of the Contract Time for any remaining work, as provided in Item 8L of the Specifications. The unit price quantities of this contract are estimated.

<b>BASE BID I</b>	<b>\$204,926.78</b>
<b>BASE BID II</b>	<b>\$306,458.32</b>
<b><u>ADD ALTERNATE BID</u></b>	<b><u>\$18,617.47</u></b>
<b>TOTAL BID</b>	<b>\$530,002.57</b>

**IN WITNESS, WHEREOF**, the parties to these presents have executed this Contract on the date first noted above in two (2) counterparts, each of which shall be deemed an original.

**OWNER:  
CAMINO REAL  
REGIONAL MOBILITY AUTHORITY**

By: \_\_\_\_\_  
Raymond L. Telles  
Executive Director

**CONTRACTOR:  
HAWK CONSTRUCTION**

By: J. Ojeda  
Name: Jorge Ojeda  
Title: President

Address, City, State, Zip Code,  
Telephone and Fax:  
12779 Azogue Ave.  
El Paso, Texas 79938  
Office: (915) 526-9116  
Fax: ( ) jojeda@hawkconcrete.com

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

I, Jorge Ojeda, certify that I am the President and Secretary of the corporation named as Contractor above; and that Jorge Ojeda, who signed the foregoing Contract on behalf of the Contractor was then President of said corporation; and that the Contractor's original proposal for the Project was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

J. Ojeda  
Corporate Secretary Signature and Corporate Seal

