



Travis County Commissioners Court Agenda Request

Meeting Date: June 5, 2012

Prepared By/Phone Number: J. Lee Perry/512-854-9724

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for Bridge 155 Replacement Construction Project, IFB No. B120193-LP, to the low bidder, Relmco, Inc.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- Bridge 155 Replacement Construction Project consists of approximately 690 linear feet of improvements to Old Highway 20 between US 290 and the City of Manor, including the removal and replacement of an existing bridge with a 3-span bridge with a total length of 210 linear feet.
- On May 16, 2012, four (4) bids were received for the Bridge 155 Replacement Construction Project, in which the bids ranged from \$892,135.79 to \$971,659.57.
- As a result, TNR recommends awarding a contract to the apparent low bidder, Relmco, Inc., in the amount of \$892,135.79.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
 - Award Amount: \$892,135.79
 - Contract Type: Construction
 - Contract Period: Through Completion

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

➤ **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 55

Responses Received: 4

HUB Information: Vendor is a HUB

% HUB Subcontractor: 5.6%

➤ **Special Contract Considerations:**

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments: N/A

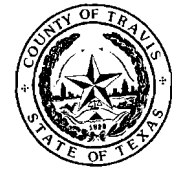
➤ **Funding Information:**

Purchase Requisition in H.T.E.: 2011 Bond Funds

Funding Account(s): 2011 Bond Funds

Comments: *The 2011 Bond Funds will be available for use June 1, 2012. Because of the County's conversion to the new ERP system, the department is currently unavailable to encumber the funds for this project. However, they have indicated funds will be encumbered as soon as possible after the new system is activated on June 4, 2012, but definitely prior to Court award on June 5, 2012.*

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TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

May 21, 2012

MEMORANDUM

TO: Cyd Grimes, Purchasing Agent

FROM: *Steve Manilla*, P.E., County Executive

Subject: Bridge 155 Replacement Project, 2012 Bond, IFB# B120193-LP, Construction Contract Award

TNR Public Works Division has reviewed the bids submitted by four contractors that responded to the bid solicitation request, and recommends award of the contract to the apparent low bidder, Relmco, for a total of \$892,135.79.

The financial information pertaining to this project is as follows:

<u>Requisition No.</u>	<u>Account</u>	<u>Com/Sub</u>	<u>Funding Source</u>	<u>Amount</u>
To be entered in SAP June 2012	XXX-4931-808-8155	968/018	2011 Bonds	\$892,135.79

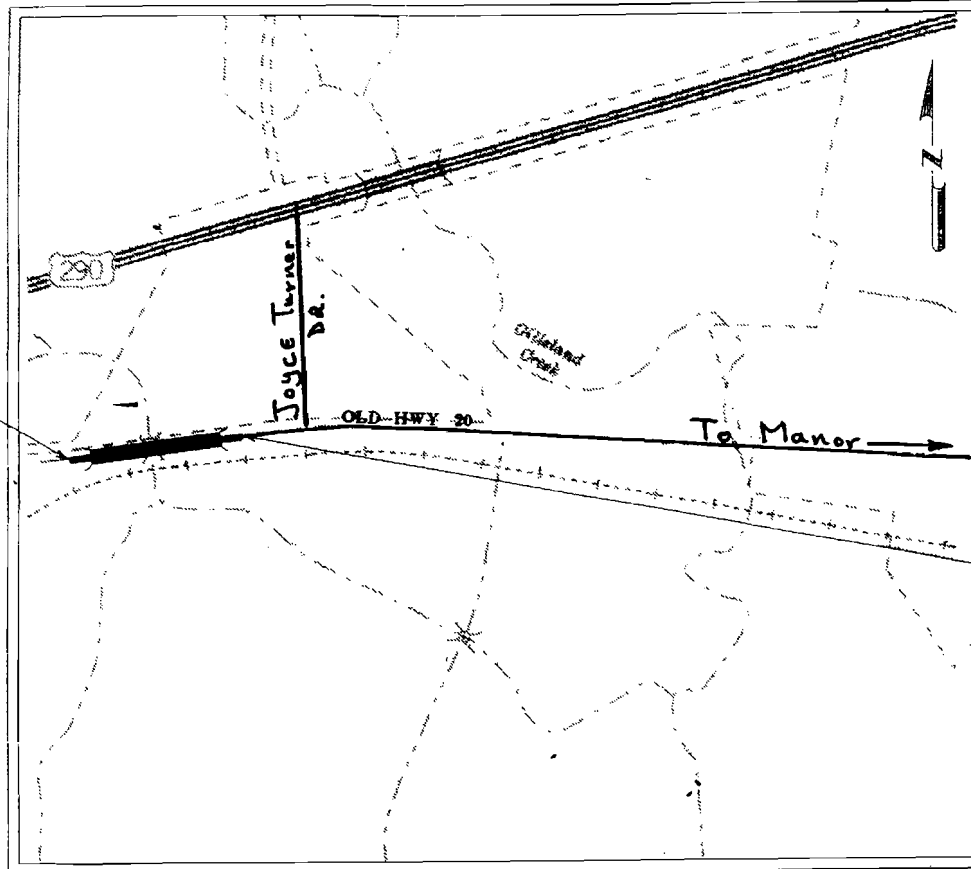
Verification of the receipt of the 2011 bond proceeds will be sent to Kapp Schwebke in Auditor's Office and Marvin Brice in Purchasing as soon as the funds are in the bank. The anticipated cash disbursement date is Tuesday, May 22, 2012.

Attachment:

Bid tabulation form
Project Location Map

CC: Marvin Brice, Purchasing
Lee Perry, Purchasing
Hannah York, Auditor's Office
Kapp Schwebke, Auditor's Office
Steve Sun, Mo Mortazavi, Donna Williams-Jones, Tawana Gardner

BEGIN PROJECT
STA 11+19.13



END PROJECT
STA 18+09.87

LOCATION MAP
N. T. S.

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement for Construction Services (the "Construction Contract" or "Contract") is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and RELMCO, INC. (the "Contractor") and will be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of BRIDGE 155 REPLACEMENT PROJECT in Travis County, Texas, in accordance with the provisions of state statutes and conforming to the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications and Plans marked BRIDGE 155 REPLACEMENT PROJECT (B120193-LP), all of which are incorporated herein;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that it is fully equipped, competent, and capable of performing the above- desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the abovementioned Specifications and Plans marked (B120193-LP)

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of BRIDGE 155 REPLACEMENT PROJECT in Travis County, Texas in accordance with the provisions of the aforementioned Contractor's Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked (B120193-LP) to the satisfaction of the County Executive of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Bid Proposal (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), and the Specifications and Plans marked (B120193-LP) represents the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within 14 calendar days, and to complete the within 120 Calendar days, after receiving a written "Notice to Proceed".

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract amount of \$892,135.79 consisting of \$474,407.85 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the contract and \$417,727.94 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within 30 calendar days from the receipt of an acceptable invoice. This division of the contract amount is made for sales tax purposes only. The

Contractor must maintain internal records to verify the division. The Contractor must make these records available upon the request of the Travis County Auditor.

This contract will be construed according to the laws of the State of Texas. The performance for this Contract must be in Travis County, and venue for any action will lie in Travis County, Texas. The Contractor warrants that the completed project must be adequate for the purposes intended.

Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

The forfeiture provisions of the contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.

EXECUTED THIS _____ DAY OF _____, YEAR _____.

TRAVIS COUNTY, TEXAS

BY: _____ BY: RELMO, INC.
Rebecca Hackel

TRAVIS COUNTY JUDGE

APPROVED AS TO FORM:

TRAVIS COUNTY ATTORNEY

APPROVED:

COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

TRAVIS COUNTY AUDITOR

