

# **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 <u>N/A</u> 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

### 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.



### 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  $\frac{\$892,135.79}{\$82,135.79}$ .

The financial information pertaining to this project is as follows:

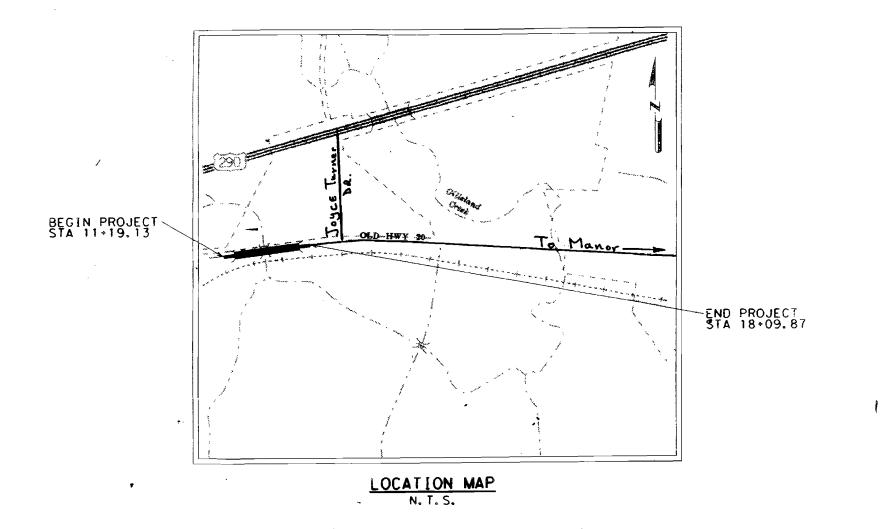
Requisition No.AccountCom/SubFunding SourceAmountTo be entered inXXX-4931-808-8155968/0182011 Bonds\$892,135.79SAP June 2012

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



#### 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 <u>RELMCO, INC.</u> (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 <u>BRIDGE 155 REPLACEMENT PROJECT</u> 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 <u>BRIDGE 155 REPLACEMENT PROJECT</u> (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 <u>BRIDGE 155 REPLACEMENT PROJECT</u> 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 (<u>B120193-LP</u>) 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 <u>120 Calendar days</u>, 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:	RELMO BY:	O, INC. Hackeberl
TRAVIS COUNTY JUDGE		
APPROVED AS TO FORM:	APPRO	)VED:
TRAVIS COUNTY ATTORNEY	COUNT	TY PURCHASING AGENT
CERTIFIED FUNDS ARE AVAILABLE		
TRAVIS COUNTY AUDITOR		

#### SUMMARY OF BID TABS BRIDGE 155 REPLACEMENT AND DRAINAGE IMPROVEMENTS IFB B120193-LP

. DATE: 5/18/2012 PREPARED BY: UNINTECH CONS. ENG.

ENGINEER'S EST FORESYTHE CAPITAL EXCAVATION RELMCO GREATER AUSTIN UNIT PRICE UNIT PRICE ENG % Var UNIT PRICE GREATER % Var % Var UNIT PRICE CAPITAL % Var Bid Item PAY ITEM NO DESCRIPTION UNITS QUANTITY ITEM COSTS RELMCO BID FORESYTH BID UNIT PRICE BID From Est BID AUSTIN BID From Est BID From Est BID EXCAVATION BID From Est No. 100-2002 PREPARING ROW STA 7.1 \$1,500.00 \$10,650.00 \$2,500.00 \$17,750.00 \$3,785.00 \$26,873.50 \$5,000.00 \$35,500.00 \$6,500.00 \$46,150.00 EXCAVATION (ROADWAY) 110-2001 CY 626.0 \$7.50 \$4,695.00 \$12.00 \$7,512.00 \$12.95 \$8,106,70 \$20.00 \$12,520.00 \$13.00 \$8,138.00 110-2002 EXCAVATION (CHANNEL) CY 1100.0 \$15.00 \$16,500,00 \$12.00 \$13,200.00 \$9.70 \$10.670.00 \$25.00 \$27,500.00 \$16.00 \$17,600.00 132-2003 EMBANKMENT (FINAL)(ORD COMP)(TY B) CY 1,306 \$15.00 \$19,590.00 \$15.00 \$19,590.00 \$12.95 \$16,912.7 \$15.00 \$19,590.00 \$13.00 \$16,978.00 160-2003 FURNISHING AND PLACING TOPSOIL (4") SY 1594 \$1.00 \$1,594.00 \$2.00 \$3,188.00 \$10.00 \$15,940.00 \$5.00 \$7,970.00 \$4.00 \$6,376.00 164-2023 CELL FBR MLCH SEED(PERM)(RURAL)(CLAY) SY 4098 \$0.40 \$1,639.20 \$0.56 \$2,294.88 \$0.23 \$942.54 \$3.00 \$12,294.0 \$0.22 \$901.56 168-2001 VEGETATIVE WATERING MG 400 \$15.00 \$6.000.00 \$40.00 \$16,000.00 \$27.00 \$10.800.00 \$10.00 \$4.000.0 \$16.56 \$6,624.00 169-2003 SOIL RETENTION BLANKETS (CL 1) (TY C) \$1.00 \$31,172.00 \$1.21 \$37,718,12 \$4.364.08 \$0.60 \$18,703.20 \$0.95 \$29.613.40 SY 31,172 \$0.14 247-2041 \$43,299.00 \$48,477,90 \$25.00 FL BS (CMP IN PLC)(TY A GR 1)(FNAL POS) CY 849 \$48.00 \$40,752.00 \$51.00 \$57.10 19.0% \$21,225.00 \$47.43 \$40,268.07 340-2032 D-GR HMA(METH) TY-C SAC-B PG64-22 TON 263 \$90.00 \$23,670.00 \$110.00 \$28,930.00 \$121.00 \$31,823.00 \$115.00 \$30,245.00 \$110.56 \$29,077.28 11 400-2005 CEM STABIL BKFL CY \$50.00 \$16,920.00 \$17,333.60 188 \$9,400.0 \$90.00 \$92.20 \$60.00 \$11,280.0 \$123.43 \$23.204.84 12 416-2001 DRILL SHAFT (18 IN) LF 80 \$45.00 \$3,600.0 \$55.00 \$4,400.00 \$32.20 \$2,576.00 \$100.00 \$8,000.00 \$65.86 \$5.268.80 13 416-2003 DRILL SHAFT (30 IN) LF 570 \$125.00 \$71.250.0 \$80.00 \$45,600,00 -36.0% \$94.00 \$53,580.00 -24.8% \$120.00 \$68,400.00 -4.0% \$94.26 \$53,728.20 -24.6% 14 420-2003 CL C CONC (ABUT) CY 58 \$700.00 \$40.880.0 \$750.00 \$43,800.00 \$755.00 \$44.092.0 \$1.000.00 \$58,400.00 42.9% \$625.00 \$36,500.00 CL C CONC (BENT) 15 420-2004 CY 39 \$850.00 \$32,895.0 \$900.00 \$34,830.00 \$1,002.00 \$38,777.40 \$1,500.00 \$58,050.00 76.5% \$750.00 \$29,025.00 16 420-2033 CL S CONC (APPR SLAB) CY 101 \$275.00 \$27,775.00 \$350.00 \$35,350.00 \$346.00 \$34,946.00 \$100.00 \$10,100.00 \$400.00 \$40,400.00 17 422-2001 REINF CONC SLAB SF 10.290 \$9.00 \$92,610.00 \$11.00 \$113,190.00 22.2% \$14.30 \$147,147.00 58.9% \$15.00 \$154,350.00 66.7% \$13.00 \$133,770.00 44.4% 18 425-2003 PRESTR CONC BEAM (TY C) LF 1.254 \$105.00 \$131.676.30 \$95.00 \$119.135.70 -9.5% \$99.83 \$125.192.81 -4.9% \$100.00 \$125,406.00 -4.8% \$95.00 \$119,135,70 -9.5% 19 428-2001 CONC SURF TREAT (CLASS I) SY 1.348 \$2,50 \$3,370.0 \$2.50 \$3.370.00 \$3.841.80 \$1.00 \$1,348.00 \$4.044.00 \$2.85 \$3.00 20 432-2002 RIPRAP (CONC)(5 IN) CY 112 \$375.00 \$42,000.00 \$325.00 \$36,400.00 \$33,600.00 \$350.00 \$39,200.00 \$300.00 \$312.76 \$35,029.12 21 314 432-2021 RIPRAP (STONE PROTECTION)(18 IN) CY \$110.00 \$34,518.00 \$115.00 \$36,087.00 \$90.00 \$28,242.00 \$50.00 \$15,690.00 \$125.00 \$39,225.00 22 442-2005 STR STL (MISCELLANEOUS) LB 160 \$2.50 \$400.00 \$15.00 \$2,400.00 \$14 15 \$2,264.00 \$25.00 \$4,000.00 \$18.86 \$3,017.60 23 450-2064 LF 240 RAIL (TY C221) \$85.00 \$20,400.00 \$66.25 \$15,900.00 \$74.25 \$17,820.00 \$55.00 \$13,200.00 \$76.25 \$18,300.00 24 LF 503 450-2080 RAIL (TY T221) \$85.00 \$42,721.00 \$46.50 \$23,370.90 \$53.20 \$26,738.32 \$35.00 \$17,591.00 \$58.39 \$29,346.81 25 454-2001 SEALED EXPANSION JOINT (4 IN)(SEJ-A) LF 86 \$7,740.00 \$82.00 \$7.052.00 \$90.60 \$7.791.60 \$100.00 \$8,600.00 \$105.54 \$9,076.44 \$90.00 26 496-2010 REMOV STR (BRIDGE 100-499 FT LENGTH) EA 1 \$45,000.00 \$45,000.00 \$25,000.00 \$25,000.00 \$38,500.00 \$38,500.00 \$49,500.00 \$49,500.00 10.0% \$46.850.00 \$46.850.00 27 500-2001 MOBILIZATION LS 1 \$81,694.60 \$81,694.60 \$75,000.00 \$75,000.00 -8.2% \$80,000.00 \$80,000.00 -2.1% \$90,000.00 \$90,000.00 10.2% \$90.000.00 \$90.000.00 10.2% 28 502-2001 BARRICADES, SIGNS AND TRAFFIC HANDLING MO 5 \$3,000.00 \$15,000.00 \$2,000.00 \$10,000.00 \$2,500.00 \$12,500.00 \$1,500.00 \$7,500.00 \$1.190.75 \$5,953,75 29 506-2001 ROCK FILTER DAMS (INSTALL) (TY 1) LF 20 \$20.00 \$400.00 \$40.00 \$800.00 \$18,75 \$375.00 \$25.00 \$500.00 \$18.00 \$360.00 30 506-2002 ROCK FILTER DAMS (INSTALL) (TY 2) LF 20 \$25.00 \$500.00 \$40.00 \$800.00 \$22.90 \$458.00 \$25.00 \$500.00 \$22.00 \$440.00 31 506-2009 ROCK FILTER DAMS (REMOVE) LF 40 \$5.00 \$200.00 \$15.00 \$600.00 \$6.25 \$250.00 \$10.00 \$400.00 \$6.00 \$240.00 32 506-2016 CONSTRUCTION EXITS (INSTALL) (TY 1) SY 200 \$18.00 \$11.00 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\$750.00 \$3.000.0 \$575.00 \$2,300.00 \$570.00 \$2,280.00 \$258.00 \$1.032.00 \$523.00 \$2,092.00 40 \$2,000.00 544-2001 GUARDRAIL END TREATMENT (INSTALL) EA 4 \$8,000.00 \$1,800.00 \$7.200.00 \$1.960.00 \$7.840.00 \$1.800.00 \$7,200.00 \$1,785.00 \$7,140.00 41 642-S SILT FENCE LE 1.762 \$2.50 \$4,405.00 \$2.50 \$4,405.00 \$1.92 \$3.383.04 \$2.00 \$3.524.00 \$1.85 \$3,259.70 42 644-2004 \$800.00 \$1,600.00 \$300.00 INS SM RD SN SUP&AM TY 10BWG(1) SA(T) FA 2 \$632.50 \$1.265.00 \$398.00 \$796.00 \$600.00 \$575.00 \$1,150.00 43 644-2060 REMOVE SM RD SN SUP & AM EA 4 \$75.00 \$300.00 \$100.00 \$400.00 \$120.00 \$480.00 \$125.00 \$500.00 \$100.00 \$400.00 44 666-2145 REF PAV MRK TY II (W) 4" (SLD) LF 524 \$0.50 \$262.00 \$5.78 \$3,028.72 \$2.50 \$1,310.00 \$3.00 \$1,572.00 \$5.25 \$2,751.00 45 666-2178 REF PAV MRK TY II (Y) 4" (SLD) LF 524 \$0.50 \$262.0 \$5.78 \$3,028.72 \$2.50 \$1,310.00 \$3.00 \$1,572.00 \$5.25 \$2,751.00 46 672-2012 REFL PAV MRKR TY I-C ĒΑ 17 \$3.50 \$59.50 \$24.75 \$15.00 \$255.00 \$22.50 \$382.50 \$420.75 \$10.40 \$176.80 TOTALS \$913.640.60 \$892,135.79 -2.35% \$949,505.79 3.93% \$969.617.20 6.13% \$971,659.57 6.35%

NOTES: (1) RELMCO ITEM 6, UNIT BID PROVIDED \$0.561, ROUNDED TO \$0.56, TOTAL BID REDUCTION OF \$4.10 (2) RELMCO ITEM 44, UNIT BID PROVIDED \$5.775, ROUNDED TO \$5.78, TOTAL BID INCREASE OF \$2.62 (3) RELMCO ITEM 45, UNIT BID PROVIDED \$5.775, ROUNDED TO \$5.78, TOTAL BID INCREASE OF \$2.62 (4) RELMCO TOTAL, INCREASE OF \$1.14 OVER BID DUE TO ITEMS (1) THRU (3) NOTED ABOVE