



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

March 25, 2020
AGENDA ITEM #4

Award a construction contract to update
signage and pavement markings on the 183A,
MoPac and 45SW Corridors

Strategic Plan Relevance: Regional Mobility
Department: Maintenance
Contact: Justin Word, P.E., Director of Engineering
Associated Costs: \$1,653,216.11
Funding Source: FY20 operating budget; MoPac North – General fund
Action Requested: Consider and act on draft resolution

Background – In June of 2019, the Board adopted the Fiscal Year 2020 Operating Budget. Included in this budget is an allocation for maintenance and renewal and replacement projects. This budget is aligned with the Authority’s long-term plan for the renewal and replacement of capital assets. The FY19-1 Maintenance Project was designed in the late part of 2019 as the Authority’s first R&R project of the year.

Project Description – The FY19-1 Maintenance Project includes signing and pavement marking maintenance activities on three Mobility Authority corridors including 183A, MoPac and SH45 SW.

Included with this construction contract is the renewal and replacement of large signs on 183A from the San Gabriel River to SH 45 and on the US 183 corridor from SH 45 to approximately 1.35 miles south of SH 45, the installation of CTRMA “Greeting Signs” in certain areas on the 183A corridor, installation of minimum speed limit signs, toll violator signs and pavement markings for the MoPac Express Lanes and miscellaneous signing and pavement marking improvements on the SH45 SW corridor.

Previous Actions/Brief History of the Project/Program – In June of last year, the Board adopted the Fiscal Year 2020 Operating Budget. Included in this budget is an allocation for renewal and replacement and maintenance projects. Subsequently, in July of last year, the Board approved new maximum and minimum speed limits for the MoPac Express Lanes. Maintenance plans were then developed for which bids were advertised on January 24, 2020 and received and

opened on March 4, 2020.

Action requested - This item will award a construction contract to the lowest responsive and responsible bidder for the FY19-1 Maintenance Project.

A total of 2 bids were received. The bids range from \$1,653,216.11 to \$3,122,552.40 as shown below.

| Contractor | Bid Price | Responsive Bid |
|---------------------------------|------------------|-----------------------|
| The Levy Company, Inc | \$1,653,216.11 | Yes |
| Jordan Foster Construction, LLC | \$3,122,552.40 | Yes |

The lowest responsive and responsible bidder is The Levy Company, Inc at \$1,653,216.11. The engineer's estimate was \$1,970,000.

These bids have been reviewed by the Authority staff and the lowest responsive and responsible bidder is The Levy Company, Inc. Therefore, staff is requesting approval to award and authorization for the Executive Director to execute a contract with The Levy Company, Inc for the amount of \$1,653,216.11

Staff Recommendation - Staff recommends approval to award and authorization for the Executive Director to execute a contract with The Levy Company, Inc for the amount of \$1,653,216.11.

Funding - Funding for 183A and SH 45 activities is being provided by the Authority under the current FY operating budget. Funding for MoPac activities will be provided from MoPac's General Fund since MoPac is currently not in the system.

Backup Provided: Proposed contract

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 20-0XX

**AWARDING A CONSTRUCTION CONTRACT FOR UPDATES TO SIGNAGE AND
PAVEMENT MARKINGS ON THE 183A, MOPAC AND 45SW CORRIDORS**

WHEREAS, by Resolution No. 19-027, dated June 26, 2019, the Board of Directors adopted the budget for fiscal year 2019-2020 (“FY 2020”) including an allocation for maintenance and renewal and replacement projects aligned with the Mobility Authority’s long-term plan for the renewal and replacement of capital assets; and

WHEREAS, the Mobility Authority desires to update signage and pavement markings on the 183A, MoPac and 45SW corridors; and

WHEREAS, the Mobility Authority advertised, released bid documents, and reviewed bids for the update of signage and pavement markings on the 183A, MoPac North and 45SW corridors in accordance with Mobility Authority procurement policies; and

WHEREAS, the Mobility Authority received two bids and, after review by staff, the apparent low bid submitted by The Levy Company, Inc was found to be responsive, mathematically correct, and materially balanced; and

WHEREAS, the Executive Director recommends awarding a construction contract to The Levy Company, Inc for the update of signage and pavement markings on the 183A, MoPac North and 45SW corridors in an amount not to exceed \$1,653,216.11 and in the form published in the bid documents.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors awards a construction contract to The Levy Company, Inc for the update of signage and pavement markings on the 183A, MoPac and 45SW corridors in an amount not to exceed \$1,653,216.11, and authorizes the Executive Director to finalize and execute the contract in the form published in the bid documents.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of March 2020.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Robert W. Jenkins, Jr.
Chairman, Board of Directors

(NOTE: Bidders shall **not** remove this bidding form from attached documents.)

Central Texas Regional Mobility Authority

FY19-1
MAINTENANCE PROJECT

CONTRACT NO. 19VARI22701M

BID FOR FY19-1 MAINTENANCE PROJECT MAINTENANCE CONTRACT

To the Central Texas Regional Authority
3300 N I-35, Suite 300
Austin, Texas 78705

Gentlemen:

I/we, the undersigned, declare: that no other person, firm or corporation is interested in this Bid; that I/we have carefully examined the Plans, Standard Specifications, Special Provisions, and all other documents pertaining to this Contract which form a part of this Bid as if set forth at length herein; that I/we understand that the quantities of items shown herein below are approximate only; that I/we have examined the location of the proposed work; that I/we agree to bind myself/ourselves, upon award to me/us by the Central Texas Regional Authority under this Bid, to enter into and execute a Contract, for the project named above; that I/we agree to start work within thirty (30) calendar days after the date stated in the written Notice-to-Proceed (Item 8.1 of the Specifications), to furnish all necessary materials, provide all necessary labor, equipment, tools and plant, pay for all required insurance, bonds, permits, fees and service, and do all required work in strict compliance with the terms of all documents comprising said Contract, and to fully complete the entire project within One-Hundred twelve (112) working days after Notice-to-Proceed; and that I/we agree to accept as full compensation for the satisfactory prosecution of this project the contractual bid amount after it is adjusted based on the terms and conditions specified in the contract.

The quantities shown in the above schedule of items are considered to be approximate only and are given as the basis for comparison of bids. The Authority may increase or decrease the amount of any item or portion of the work as may be deemed necessary or expedient. Any increase or decrease in the amount of any item or portion of work will be added or deducted from the total Contract bid price based on the terms and conditions specified in TxDOT Specification Item 4. It is understood that payment for this project will be by unit prices bid.

The cost of any work performed, materials furnished, services provided, or expenses incurred, whether or not specifically delineated in the Contract documents but which are incidental to the scope and plans, intent, and completion of this Contract, have been included in the price bid for the various items scheduled hereinabove.

Accompanying this Bid is a bid guaranty consisting of a Bid Bond (on the form provided) in the amount of at least five percent (5%) of the Official Total Bid Amount. It is hereby understood and agreed that said Bid Bond is to be forfeited as liquidated damages in the event that, on the basis of this Bid, the Authority should award this Contract to me/us and that I/we should fail to execute and deliver said Contract and the prescribed Contract Bond, together with the required progress schedule, proof of proper insurance coverage and other necessary documents, all within fifteen (15) calendar days after award of the Contract; otherwise, said check or bond is to be returned to the undersigned.

Business Name of Bidder The Levy Company, Inc.

Type of Organization Individual
 Partnership
 Corporation

Address of Bidder: 16294 N IH 35 Selma, Tx. 78154

Signature of Owner,
Partner or Corp. Officer: 
Title: President
Date: 03/17/2020

Central Texas Regional Mobility Authority

FY19-1
MAINTENANCE PROJECT

CONTRACT NO. 19VARI22701M

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2020, between the Central Texas Regional Mobility Authority, 3300 N. I-35, Suite 300, Austin, Texas, 78705, hereinafter called the "Authority" and The Levy Company, Inc., or his, its or their successors, executors, administrators and assigns, hereinafter called the Contractor.

WITNESSETH, that the Contractor agrees with the Authority for the consideration herein mentioned, and at his, its or their own proper cost and expense, to do all the work and furnish all the materials, equipment, teams and labor necessary to prosecute and complete and to extinguish all liens therefore, Contract No. 19VARI22701M, entitled FY19-1 Maintenance Project, in the manner and to the full extent as set forth in the Plans, Standard Specifications, Special Provisions, Bid (for the basis of award stated herein below) and other documents related to said Contract which are on file at the office of the Authority and which are hereby adopted and made part of this Agreement as completely as if incorporated herein, and to the satisfaction of the Authority or its duly authorized representative who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Agreement.

This Contract is awarded on the basis of the official total Bid Amount based on the unit prices bid of One million, six hundred fifty-three thousand, two hundred sixteen dollars and eleven Cents (\$ 1,653,216.11).

In consideration of the foregoing premise, the Authority agrees to pay the Contractor for all items of work performed and materials furnished at the amount of the unit prices bid therefore in the Bid submitted for this Contract, subject to any percentage reductions in the total Contract amount that may be named in the Bid corresponding to the basis of award stated in the above paragraph, and subject to the conditions set forth in the Specifications.

The Contractor agrees as follows:

- a. I/WE will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.

- b. I/WE agree it is the policy of the Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin, age or disability. Such action shall include: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and on-the-job training.
- c. I/WE agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- d. I/WE in any solicitations or advertising for employees placed by or on behalf of itself, will state that it is an equal opportunity employer.
- e. I/WE agree to adhere to all federal/state regulations including, but not limited to, American Disabilities Act, Equal Employment Opportunity, submitting certified payrolls, and participating in Contractor/Subcontractor labor standard reviews.
- f. Notices and advertisements and solicitations placed in accordance with applicable state and federal law, rule or regulation, shall be deemed sufficient for the purposes of meeting the requirements of this section.
- g. Contract Time - The contractor will have one hundred and twelve (112) working days after the date stated in the written Full Notice-to-Proceed to Fully complete the project.
- h. Failure by Contractor to fulfill these requirements is a material breach of the Contract, which may result in the termination of this Contract, or such other remedy, as the Authority deems appropriate.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year written above.

Sworn to and Subscribed

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

before me this _____
day of _____, 20____.

By: _____

Mike Heiligenstein

Executive Director

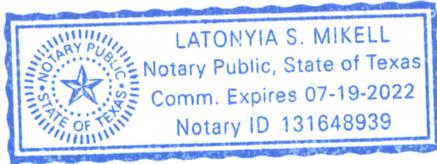
Notary Public

My commission expires:

Sworn to and subscribed
before me this 1st
day of March, 2020

Latomy S. Mikell
Notary Public

My commission expires:
7-19-2022



CONTRACTOR:

The Levy Company, Inc
Business Name

16284 N IH 35 Selma, Tx. 78154
Address

by: Way A. Lynch
President Title

(Affix Corporate Seal Here)