



Dr. Larry Wallace Jr., Mayor
Dr. Christopher Harvey, Mayor Pro Tem, Place 3
Emily Hill, Place 1
Anne Weir, Place 2
Sonia Wallace, Place 4
Deja Hill, Place 5
Gene Kruppa, Place 6

City Council Called Special Session

Tuesday, April 27, 2021 at 12:00 PM

Manor City Hall, Council Chambers, 105 E. Eggleston St.

AGENDA

Via Telephone/Video Conference (Zoom Meeting)

This meeting will be live streamed on Manor Facebook Live

You can access the meeting at <https://www.facebook.com/cityofmanor/>

Pursuant to Governor Greg Abbott's temporary suspension of various provisions of the Texas Open Meetings Act to allow for telephonic or videoconference meetings of governmental bodies that are accessible to the public in an effort to reduce in person meetings that assemble large groups of people the City Council special meeting scheduled for Tuesday, April 27th, will only be open to the public via remote access.

Instructions for Public Speaking:

- *Members of the public that wish to speak during public comments, public hearing or an agenda item will need to register in advance by visiting www.cityofmanor.org where a registration link will be posted on the calendar entry for each public meeting. You will register by filling in the speaker card available for that specific meeting and submitting it to publiccomments@cityofmanor.org. Once registered, instructions will be emailed to you on how to join the videoconference by calling in. Your Speaker Card must be received two (2) hours prior to scheduled meeting.*

Upon receiving instructions to join zoom meeting the following rules will apply:

- *All speakers must address their comments to the Mayor rather than to individual Council Members or city staff. Speakers should speak clearly into their device and state their name and address prior to beginning their remarks. Speakers will be allowed three (3) minutes for testimony. Speakers making personal, impertinent, profane or slanderous remarks may be removed from the meeting.*

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

*Comments will be taken from the audience participating in zoom meeting on non-agenda related topics for a length of time, not to exceed three (3) minutes per person. Comments on specific agenda items must be made when the item comes before the Council. To address the City Council, please register and submit the speaker card following the instructions for public speaking above. **No Action May be Taken by the City Council During Public Comments.***

REGULAR AGENDA

- 1. Tabled Item: Consideration, discussion, and possible action on awarding a construction contract for the 2020 Capital Metro Paving Improvements Project.**

Submitted by: Frank Phelan, P.E, City Engineer

ADJOURNMENT

In addition to any executive session already listed above, the City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section §551.071 (Consultation with Attorney), §551.072 (Deliberations regarding Real Property), §551.073 (Deliberations regarding Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations regarding Security Devices) and §551.087 (Deliberations regarding Economic Development Negotiations).

CONFLICT OF INTEREST

In accordance with Section 12.04 (Conflict of Interest) of the City Charter, “No elected or appointed officer or employee of the city shall participate in the deliberation or decision on any issue, subject or matter before the council or any board or commission, if the officer or employee has a personal financial or property interest, direct or indirect, in the issue, subject or matter that is different from that of the public at large. An interest arising from job duties, compensation or benefits payable by the city shall not constitute a personal financial interest.”

Further, in accordance with Chapter 171, Texas Local Government Code (Chapter 171), no City Council member and no City officer may vote or participate in discussion of a matter involving a business entity or real property in which the City Council member or City officer has a substantial interest (as defined by Chapter 171) and action on the matter will have a special economic effect on the business entity or real property that is distinguishable from the effect on the general public. An affidavit disclosing the conflict of interest must be filled out and filed with the City Secretary before the matter is discussed.

POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, April 23, 2021, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/s/ Lluvia T. Almaraz, TRMC
City Secretary for the City of Manor, Texas

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

The City of Manor is committed to compliance with the Americans with Disabilities Act. Manor City Hall and the Council Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary at 512.272.5555 or e-mail lalmaraz@cityofmanor.org.

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: April 27, 2021
PREPARED BY: Pauline Gray
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Tabled Item: Consideration, discussion, and possible action on awarding a construction contract for the 2020 Capital Metro Paving Improvements Project.

BACKGROUND/SUMMARY:

Street reconstruction and resurfacing including excavation, subgrade preparation, flexible base, paving fabric and hot mix asphalt concrete in selected areas.

This item was tabled at the April 21, 2021, regular council meeting.

LEGAL REVIEW: Agreement was reviewed by City Attorney
FISCAL IMPACT: Yes – Public Works has money budgeted for project.
PRESENTATION: Yes
ATTACHMENTS: Yes

- Bid Tabulation
- Letter of Award Recommendation
- Agreement

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council award the 2020 Capital Metro Paving Improvements Project to Forsythe Brothers Infrastructure, LLC.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **X None**

BID TABULATION
 Bid Date: March 16, 2021

Project: FY2020 Cap Metro
 Owner: City of Manor, Texas

Engineer: GBA / Jaeco
 Checked By: Jacob Ambriz

Bid Item	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Description	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place	6" Subgrade Prep, including scarification, moisture treatment and compaction, complete and in place	Excavation of existing street to subgrade, including disposal, as measured in its original location, complete and in place per Cubic Yard.	12" Flex Base, including moisture treatment and compaction, complete and in place, per Square Yard	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	Wastewater Manhole Adjustment (18" max.) complete and in place, per Each.	Traffic Control Plan and controls, complete and in place, per Lump Sum.	Project Sign including posts, installation and removal, complete and in place per Each.	Geotextile Paving Fabric, including asphalt binder, complete and in place per Square Yard.	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	New to existing pavement joints	Pavement Markers	6" Subgrade Prep, including scarification, moisture treatment and compaction, complete and in place per Square Yard	Excavation of existing street to subgrade, including disposal, as measured in its original location, complete and in place per Cubic Yard.	
Quantity	3	2,300	890	2,470	2,300	1	1	2	2,300	4	7	1	725	280	
Unit	EA	SY	CY	SY	SY	EA	LS	EA	SY	EA	EA	EA	SY	CY	
Bidder	Unit Price	\$275.00	\$3.00	\$15.00	\$22.00	\$14.00	\$600.00	\$59,000.00	\$975.00	\$8.00	\$600.00	\$275.00	\$275.00	\$3.00	\$15.00
	Item Cost	\$825.00	\$6,900.00	\$13,350.00	\$54,340.00	\$32,200.00	\$600.00	\$59,000.00	\$1,950.00	\$18,400.00	\$2,400.00	\$1,925.00	\$275.00	\$2,175.00	\$4,200.00
Forsythe Brothers Infrastructures Inc.	Unit Price	\$300.00	\$8.00	\$17.00	\$26.75	\$12.75	\$600.00	\$2,000.00	\$500.00	\$8.00	\$400.00	\$500.00	\$50.00	\$8.00	\$17.00
	Item Cost	\$900.00	\$18,400.00	\$15,130.00	\$66,072.50	\$29,325.00	\$600.00	\$2,000.00	\$1,000.00	\$18,400.00	\$1,600.00	\$3,500.00	\$50.00	\$5,800.00	\$4,760.00
Lone Star Site work Contractors	Unit Price	\$250.00	\$2.70	\$16.10	\$39.30	\$14.00	\$1,575.00	\$10,000.00	\$1,000.00	\$8.80	\$2,500.00	\$2,500.00	\$100.00	\$2.70	\$16.10
	Item Cost	\$750.00	\$6,210.00	\$14,329.00	\$97,071.00	\$32,200.00	\$1,575.00	\$10,000.00	\$2,000.00	\$20,240.00	\$10,000.00	\$17,500.00	\$100.00	\$1,957.50	\$4,508.00
Smith Contracting Co Inc	Unit Price	\$450.00	\$7.00	\$40.00	\$20.00	\$21.00	\$4,000.00	\$10,000.00	\$2,000.00	\$12.50	\$1,800.00	\$500.00	\$150.00	\$10.00	\$45.00
	Item Cost	\$1,350.00	\$16,100.00	\$35,600.00	\$49,400.00	\$48,300.00	\$4,000.00	\$10,000.00	\$4,000.00	\$28,750.00	\$7,200.00	\$3,500.00	\$150.00	\$7,250.00	\$12,600.00
Smith Paving Inc	Unit Price	\$400.00	\$6.00	\$24.00	\$18.00	\$15.00	\$1,000.00	\$7,000.00	\$800.00	\$5.00	\$2,000.00	\$3,000.00	\$200.00	\$6.00	\$24.00
	Item Cost	\$1,200.00	\$13,800.00	\$21,360.00	\$44,460.00	\$34,500.00	\$1,000.00	\$7,000.00	\$1,600.00	\$11,500.00	\$8,000.00	\$21,000.00	\$200.00	\$4,350.00	\$6,720.00
Terra Path Inc.	Unit Price	\$400.00	\$7.00	\$20.00	\$38.00	\$19.00	\$600.00	\$5,000.00	\$500.00	\$9.00	\$500.00	\$500.00	\$20.00	\$7.00	\$20.00
	Item Cost	\$1,200.00	\$16,100.00	\$17,800.00	\$93,860.00	\$43,700.00	\$600.00	\$5,000.00	\$1,000.00	\$20,700.00	\$2,000.00	\$3,500.00	\$20.00	\$5,075.00	\$5,600.00

BID TABULATION
 Bid Date: March 16, 2021

Project: FY2020 Cap Metro
 Owner: City of Manor, Texas

Engineer: GBA /Jaeco
 Checked By: Jacob Ambriz

Bid Item	15	16	17	18	19	20	21	22	23	24	25	26	27	Total of Bid Items	
Description	12" Flex Base, including moisture treatment and compaction, complete and in place, per Square Yard	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	Geotextile Paving Fabric, including asphalt binder, complete and in place per Square Yard.	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each	New to existing pavement joints	6" Subgrade Prep, including scarification, moisture treatment and compaction, complete and in place per Square Yard	Excavation of existing street to subgrade, including disposal, as measured in its original location, complete and in place per Cubic Yard.	12" Flex Base, including moisture treatment and compaction, complete and in place, per Square Yard	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	Geotextile Paving Fabric, including asphalt binder, complete and in place per Square Yard.	New to existing pavement joints	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each		
Quantity	800	725	725	2	1	1	740	290	800	740	740	1	1		
Unit	SY	SY	SY	EA	EA	EA	SY	CY	SY	SY	SY	EA	EA		
Bidder															
Diamond X Contractor	Unit Price	\$22.00	\$14.00	\$8.00	\$600.00	\$275.00	\$275.00	\$3.00	\$15.00	\$22.00	\$14.00	\$8.00	\$275.00	\$275.00	\$274,840.00
	Item Cost	\$17,600.00	\$10,150.00	\$5,800.00	\$1,200.00	\$275.00	\$275.00	\$2,220.00	\$4,350.00	\$17,600.00	\$10,360.00	\$5,920.00	\$275.00	\$275.00	
Forsythe Brothers Infrastructures Inc.	Unit Price	\$26.75	\$12.75	\$8.00	\$400.00	\$300.00	\$500.00	\$8.00	\$17.00	\$26.75	\$12.75	\$8.00	\$500.00	\$300.00	\$253,986.25
	Item Cost	\$21,400.00	\$9,243.75	\$5,800.00	\$800.00	\$300.00	\$500.00	\$5,920.00	\$4,930.00	\$21,400.00	\$9,435.00	\$5,920.00	\$500.00	\$300.00	
Lone Star Site work Contractors	Unit Price	\$39.30	\$14.00	\$8.80	\$2,500.00	\$250.00	\$2,500.00	\$2.70	\$16.10	\$39.30	\$14.00	\$8.80	\$2,500.00	\$250.00	\$331,889.50
	Item Cost	\$31,440.00	\$10,150.00	\$6,380.00	\$5,000.00	\$250.00	\$2,500.00	\$1,998.00	\$4,669.00	\$31,440.00	\$10,360.00	\$6,512.00	\$2,500.00	\$250.00	
Smith Contracting Co Inc	Unit Price	\$20.00	\$25.00	\$20.00	\$1,800.00	\$450.00	\$500.00	\$10.00	\$40.00	\$20.00	\$25.00	\$20.00	\$500.00	\$450.00	\$350,625.00
	Item Cost	\$16,000.00	\$18,125.00	\$14,500.00	\$3,600.00	\$450.00	\$500.00	\$7,400.00	\$11,600.00	\$16,000.00	\$18,500.00	\$14,800.00	\$500.00	\$450.00	
Smith Paving Inc	Unit Price	\$18.00	\$15.00	\$5.00	\$2,000.00	\$400.00	\$3,000.00	\$6.00	\$24.00	\$18.00	\$15.00	\$5.00	\$3,000.00	\$400.00	\$256,990.00
	Item Cost	\$14,400.00	\$10,875.00	\$3,625.00	\$4,000.00	\$400.00	\$3,000.00	\$4,440.00	\$6,960.00	\$14,400.00	\$11,100.00	\$3,700.00	\$3,000.00	\$400.00	
Terra Path Inc.	Unit Price	\$38.00	\$19.00	\$9.00	\$500.00	\$400.00	\$500.00	\$7.00	\$20.00	\$38.00	\$19.00	\$9.00	\$500.00	\$400.00	\$331,755.00
	Item Cost	\$30,400.00	\$13,775.00	\$6,525.00	\$1,000.00	\$400.00	\$500.00	\$5,180.00	\$5,800.00	\$30,400.00	\$14,060.00	\$6,660.00	\$500.00	\$400.00	

BID TABULATION
Bid Date: March 16, 2021

Bid Item	1-A	2-A	3-A	4-A	5-A			1-B	2-B	3-B	4-B	5-B			
Description	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard. (Lane between Bastrop and Caldwell and Lane between Caldwell and Lexington)	Geotextile Paving Fabric, including asphalt binder, complete and in place per Square Yard.	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each	New to existing pavement joints	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	Total of Alternate Bid A Items	Total of Base Bid & Alternate Bid "A" Amounts	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard. (Lane between Bastrop and Caldwell and Lane between Caldwell and Lexington)	Geotextile Paving Fabric, including asphalt binder, complete and in place per Square Yard.	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each	New to existing pavement joints	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	Total of Alternate Bid B Items	Total of Base Bid & Alternate Bid "B" Amounts	
Quantity	1,350	1,350	2	4	5			1,300	1,300	2	4	9			
Bidder	Unit	SY	SY	EA	EA	EA		SY	SY	EA	EA	EA			
Diamond X Contractor	Unit Price	\$14.00	\$8.00	\$275.00	\$275.00	\$600.00	\$34,350.00	\$309,190.00	\$14.00	\$8.00	\$275.00	\$275.00	\$600.00	\$35,650.00	\$310,490.00
	Item Cost	\$18,900.00	\$10,800.00	\$550.00	\$1,100.00	\$3,000.00		\$18,200.00	\$10,400.00	\$550.00	\$1,100.00	\$5,400.00			
Forsythe Brothers Infrastructures Inc.	Unit Price	\$12.75	\$8.00	\$300.00	\$400.00	\$350.00	\$31,962.50	\$285,948.75	\$12.75	\$8.00	\$300.00	\$400.00	\$350.00	\$32,325.00	\$286,311.25
	Item Cost	\$17,212.50	\$10,800.00	\$600.00	\$1,600.00	\$1,750.00		\$16,575.00	\$10,400.00	\$600.00	\$1,600.00	\$3,150.00			
Lone Star Site work Contractors	Unit Price	\$14.00	\$8.80	\$250.00	\$2,500.00	\$2,500.00	\$53,780.00	\$385,669.50	\$14.00	\$8.80	\$250.00	\$2,500.00	\$2,500.00	\$62,640.00	\$394,529.50
	Item Cost	\$18,900.00	\$11,880.00	\$500.00	\$10,000.00	\$12,500.00		\$18,200.00	\$11,440.00	\$500.00	\$10,000.00	\$22,500.00			
Smith Contracting Co Inc	Unit Price	\$35.00	\$12.00	\$375.00	\$500.00	\$2,000.00	\$76,200.00	\$426,825.00	\$36.00	\$13.00	\$375.00	\$500.00	\$2,000.00	\$84,450.00	\$435,075.00
	Item Cost	\$47,250.00	\$16,200.00	\$750.00	\$2,000.00	\$10,000.00		\$46,800.00	\$16,900.00	\$750.00	\$2,000.00	\$18,000.00			
Smith Paving Inc	Unit Price	\$15.00	\$5.00	\$400.00	\$1,000.00	\$800.00	\$35,800.00	\$292,790.00	\$15.00	\$5.00	\$400.00	\$1,000.00	\$800.00	\$38,000.00	\$294,990.00
	Item Cost	\$20,250.00	\$6,750.00	\$800.00	\$4,000.00	\$4,000.00		\$19,500.00	\$6,500.00	\$800.00	\$4,000.00	\$7,200.00			
Terra Path Inc.	Unit Price	\$24.00	\$14.00	\$500.00	\$750.00	\$750.00	\$59,050.00	\$390,805.00	\$25.00	\$14.00	\$400.00	\$750.00	\$750.00	\$61,250.00	\$393,005.00
	Item Cost	\$32,400.00	\$18,900.00	\$1,000.00	\$3,000.00	\$3,750.00		\$32,500.00	\$18,200.00	\$800.00	\$3,000.00	\$6,750.00			

BID TABULATION
Bid Date: March 16, 2021

Project: FY2020 Cap Metro
Owner: City of Manor, Texas

Engineer: GBA /Jaeco
Checked By: Jacob Ambriz

Bid Item	1-C	2-C	3-C	4-C	5-C			1-D	2-D			1-E	2-E			
Description	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard. (Lane between Bastrop and Caldwell and Lane between Caldwell and Lexington)	Geotextile Paving Fabric, including asphalt binder, complete and in place per Square Yard.	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each	New to existing pavement joints	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	Total of Alternate Bid C Items	Total of Base Bid & Alternate Bid "C" Amounts	Repave park parking lot	Restripe park parking lot	Total of Alternate Bid D Items	Total of Base Bid & Alternate Bid "D" Amounts	Existing 15" culverts are to be removed and replaced with 15" CMP	Add SETs to new culverts	Total of Alternate Bid E Items	Total of Base Bid & Alternate Bid "E" Amounts	Total of Base Bid & Alternate Bid
Quantity	1,400	1,400	3	4	4			220	1			4	8			
Bidder	Unit	SY	SY	EA	EA	EA		SY	LS			EA	EA			
Diamond X Contractor	Unit Price	\$14.00	\$8.00	\$275.00	\$275.00	\$600.00	\$35,125.00	\$22.00	\$1,000.00	\$5,840.00	\$280,680.00	\$2,700.00	\$2,000.00	\$26,800.00	\$301,640.00	\$412,605.00
	Item Cost	\$19,600.00	\$11,200.00	\$825.00	\$1,100.00	\$2,400.00		\$4,840.00	\$1,000.00			\$10,800.00	\$16,000.00			
Forsythe Brothers Infrastructures Inc.	Unit Price	\$12.75	\$8.00	\$300.00	\$400.00	\$350.00	\$32,950.00	\$34.50	\$1,000.00	\$8,590.00	\$262,576.25	\$2,750.00	\$500.00	\$15,000.00	\$268,986.25	\$374,813.75
	Item Cost	\$17,850.00	\$11,200.00	\$900.00	\$1,600.00	\$1,400.00		\$7,590.00	\$1,000.00			\$11,000.00	\$4,000.00			
Lone Star Site work Contractors	Unit Price	\$14.00	\$8.80	\$250.00	\$2,500.00	\$2,500.00	\$52,670.00	\$38.00	\$1,650.00	\$10,010.00	\$341,899.50	\$2,625.00	\$1,650.00	\$23,700.00	\$355,589.50	\$534,689.50
	Item Cost	\$19,600.00	\$12,320.00	\$750.00	\$10,000.00	\$10,000.00		\$8,360.00	\$1,650.00			\$10,500.00	\$13,200.00			
Smith Contracting Co Inc	Unit Price	\$33.00	\$13.00	\$375.00	\$500.00	\$2,000.00	\$75,525.00	\$44.00	\$1,100.00	\$10,780.00	\$361,405.00	\$3,000.00	\$1,500.00	\$24,000.00	\$374,625.00	\$621,580.00
	Item Cost	\$46,200.00	\$18,200.00	\$1,125.00	\$2,000.00	\$8,000.00		\$9,680.00	\$1,100.00			\$12,000.00	\$12,000.00			
Smith Paving Inc	Unit Price	\$15.00	\$5.00	\$400.00	\$1,000.00	\$800.00	\$36,400.00	\$20.00	\$1,000.00	\$5,400.00	\$262,390.00	\$3,100.00	\$1,000.00	\$20,400.00	\$277,390.00	\$392,990.00
	Item Cost	\$21,000.00	\$7,000.00	\$1,200.00	\$4,000.00	\$3,200.00		\$4,400.00	\$1,000.00			\$12,400.00	\$8,000.00			
Terra Path Inc.	Unit Price	\$25.00	\$14.00	\$400.00	\$750.00	\$750.00	\$61,800.00	\$42.00	\$6,500.00	\$15,740.00	\$347,495.00	\$2,500.00	\$700.00	\$15,600.00	\$347,355.00	\$545,195.00
	Item Cost	\$35,000.00	\$19,600.00	\$1,200.00	\$3,000.00	\$3,000.00		\$9,240.00	\$6,500.00			\$10,000.00	\$5,600.00			

April 26, 2021

Honorable Dr. Larry Wallace Jr., Mayor
City of Manor
P.O. Box 387
Manor, TX 78653

Re: 2020 Capital Metro Paving Improvements
Letter of Award Recommendation

Dear Mayor Wallace:

Bids were publicly opened and read on March 16, 2021 for the above-referenced project. As reflected on the attached Bid Tabulation, six (6) bids were received. The lowest bidder was Forsythe Brothers Infrastructure, LLC. During the review of the bidder's qualifications concerns arose regarding the project references and project financial information provided by Forsythe Brothers Infrastructure, LLC. As requested by City Council at the April 21, 2021 meeting, Forsythe Brothers Infrastructure, LLC has submitted supplemental project and financial information and our office has completed an evaluation and verification of the supplementary information.

Our office spoke with the supplied project references and inquired about the performance of Forsythe Brothers Infrastructure, LLC. Two parties for one of the references provided an elaboration on the paving portion of the project that Forsythe completed for them. Forsythe used the same subcontractor for the reference paving project that they are proposing to use for the 2020 Capital Metro project. The reference had no issues or complaints with the work performed on the project. An additional project reference was provided for a drainage repair project. The project included removal of existing undersized pipes and replacing them with new box culverts. The project work consisted of daily one-way traffic control, removal and replacement of pipes, installation of safety end treatments and minor pavement work.

Bank account information was provided for review by Forsythe Brothers Infrastructure, LLC for several additional accounts. It was previously noted that Forsythe Brothers Infrastructure, Inc. did not submit any credit sources for either their bank or material vendors. While no credit references were submitted with the supplementary information, financial account information was provided and indicates that Forsythe Brother's LLC appears to possess the financial capacity to complete the project.

As City Engineer, we typically rely upon well-demonstrated experience in a given specialty and credit limits sufficient to ensure adequate purchasing capacity for project materials and equipment to support a recommendation for award of a construction contract. At the City Council's request however, we have conducted evaluations of the contractor's supplementary qualifications information and can state that although the contractor has limited experience with paving projects, they possess some demonstrated work experience that has proven sufficient in other jurisdictions. And, although the

contractor has no credit with their financial institutions or materials suppliers, they have demonstrated via submittal of additional financial information that they presently have sufficient financial reserves to pay for the necessary project materials.

Following our review of the supplemental contractor qualification information, we can therefore conditionally recommend the City award a construction contract to Forsythe Brothers Infrastructure, LLC. in the amount of \$374,188.75 for all Base Bid and Alternate Bid work, with final amounts dependent on actual installed quantities, acknowledging that there is some limited risk to the City making award based upon the nature and extent of the submitted qualifications materials.

We have prepared an Agreement for signature by you in the event the City Council votes to follow this recommendation. Once the Contractor signs the Agreement and all bond and insurance requirements have been satisfied, a Notice to Proceed will be issued. Under the General Conditions of the Agreement, the Contractor shall begin construction within ten (10) days of the Notice to Proceed and substantially complete the project within one hundred and fifty (150) calendar days, excluding any justified delays.

Please let us know if you have any questions in this regard.

Sincerely,



Pauline M. Gray, P.E.

PMG/s

Attachments

PN: 14707.00

AGREEMENT

STATE OF TEXAS)(

COUNTY OF TRAVIS)(

THIS AGREEMENT, made and entered into this 27th day of April, AD 2021, by and between the City of Manor, Texas, a home-rule municipal corporation, with principal offices located at 105 E. Eggleston St., Manor, Texas 78653, hereinafter termed OWNER, or CITY and **Forsythe Brothers Infrastructure, LLC** a corporation, with principal offices located at 309 West Lane Street, Manor, Texas 78653, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the mutual terms, conditions, and covenants of this Agreement and the accompanying documents between Owner and Contractor and for and in consideration of payments as set forth therein, Contractor hereby agrees with the said Owner to commence and complete the following Project:

**2020 CAPITAL METRO PAVING IMPROVEMENTS
FOR THE CITY OF MANOR, TEXAS
FOR ALL BASE BID AND ALTERNATE BID WORK**

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 construct and complete 2020 CAPITAL METRO PAVING IMPROVEMENTS (the "Project" or "Work"), in accordance with the Contractor's Proposal, Instructions to Bidders, Special Provisions, Supplementary Conditions, General Conditions, Performance bond, Payment bond, Drawings, Plans and Technical Specifications and other drawings and printed or written explanatory matter thereof, and the addenda therefore, as prepared by Jay Engineering, a Division of GBA herein entitled the ENGINEER, and approved by the OWNER, all of which are made a part hereof and collectively evidence and constitute the entire contract (the "Contract Documents").

The CONTRACTOR hereby agrees to commence work within **ten (10)** days after the date written notice to do so shall have been given to him, and to substantially complete work within:

Base Bid work – ONE HUNDRED AND TWENTY (120) calendar days for substantial completion of work.

Base Bid and Alternate Bids 'A', 'B', 'C', 'D' and 'E' – ONE HUNDRED AND FIFTY (150) calendar days for substantial completion of work.

after the date specified in the written Notice to Proceed.

Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach.

The OWNER agrees to pay the CONTRACTOR, for satisfactory performance of this Agreement, in current funds the price or prices shown in the Contractor's Proposal, which forms a part of this contract, such payments to be subject to proper completion of the contract, in the total amount of **\$392,990.00 (THREE HUNDRED NINETY-TWO THOUSAND NINE HUNDRED AND NINETY-NINE DOLLARS)** subject to proper additions and deductions (the "Contract Amount"), all as provided in the General Conditions of this Agreement. The financial obligations of the City under this Agreement shall be paid from current funds and shall be subject to funds being appropriated and budgeted in sufficient amounts to satisfy such obligations.

Although drawn by the OWNER, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.

The CONTRACTOR agrees that time is of the essence on this contract and that for each calendar day of delay beyond the time established for completion of the work specified and contracted for, the Owner may withhold permanently from the CONTRACTOR'S compensation the sum of **Five Hundred Dollars (\$500.00)** as stipulated liquidated damages for delay.

In accordance with Chapter 2270, Texas Government Code, the CITY may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it: (a) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the company verifies that CONTRACTOR does not boycott Israel and will not boycott Israel during the term of this Agreement.

To the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, CONTRACTOR represents that CONTRACTOR nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of CONTRACTOR is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

IN WITNESS WHEREOF, both parties have caused this Agreement to be signed in their respective corporate names by duly authorized representatives, and the parties hereby bind themselves, their successors and assigns for the faithful and full performance of the terms and provisions hereof.

EXECUTED on the latest date of the signatories indicated below

OWNER

CONTRACTOR

By: _____

By: _____

Title: Mayor, City of Manor

Title: _____

Printed Name: _____

Printed Name: _____

Date Signed: _____

Date Signed: _____

ATTEST:

ATTEST:

City Secretary, City of Manor
