



## MEMORANDUM

**To:** Mayor and City Council

**From:** Ken Griffin, P.E., Director of Engineering and Public Works

**Date:** March 26, 2013

**Reference:** Reconstruction of Mockingbird Lane from Bethel School to Oriole.

**2030:** Sustainable City Government, Goal 3  
Excellent and Well-maintained City Infrastructure and Facilities

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### **Introduction:**

This agenda item is being presented for approval to enter into a contract with RKM Utilities, in an amount of \$987,155.00, for the reconstruction of Mockingbird Lane. In addition to this contract amount, we are requesting a \$60,000 incentive for timely construction of the project according to the terms of the contract.

### **Analysis:**

In order to provide excellent and well maintained city infrastructure, the citizens of Coppell authorized the use of a ¼ percent sales tax revenue to be allocated for the reconstruction of our streets. Through an analysis of all streets within the City of Coppell, Mockingbird Lane between Bethel School and Oriole was identified as needing reconstruction. On July 10, 2012 the City Council authorized a design contract with J Volk Consulting, Inc. for the design of these improvements.

Over the past nine months we have developed plans, and met with officials from the Coppell ISD to coordinate this construction effort.

On March 14<sup>th</sup> the City received two sealed bids in the amount of \$987,155.00 and \$1,200,909.50 for the reconstruction of Mockingbird Lane. The Engineers estimate for the project was \$1,092,295.00. The method of bidding used was the "A+B" method, where the number of days bid were weighted and used in the evaluation of bids. The low bidder bid 175 calendar days, and the second bidder bid 150 calendar days. Each day had a weight value of \$1,000, so even with the weighted adjustment; the low bidder did not change.

Both bidders are well known to the City of Coppell, and have successfully completed several projects within the city. We are satisfied that the bids are appropriate and reasonable. RKM Utility Services, Inc. was the low bidder. They are currently completing Willow Springs Drive, and

previously completed Hartz Road and Clear Creek Lane for the City of Coppell. A reference check and recommendation from the design engineer indicates they are capable of completing the project within the budget and the time allowed.

The contract before you this evening includes allowances for the contractor to begin work as soon as contracts can be processed and materials secured. This process typically takes about three weeks. The contractor will be required to accommodate two-way traffic and provide safe walking routes to both Mockingbird Elementary and Middle School East up to and including June 5<sup>th</sup>, which is the last day of school this year.

Beginning as early as June 6<sup>th</sup>, RKM will be permitted to close the southbound lane of Mockingbird, and restrict traffic to one-way northbound. The contractor will then have until August 25<sup>th</sup> to complete all paving work, and to complete the sidewalk on the west side of the road in its entirety. Additionally, adequate sidewalk shall be constructed on the east side for students to safely reach the first school sidewalk. In the event they are able to complete this work by this date, they will earn an incentive of \$40,000. If they are unable to complete this work by this date, they will incur a penalty of \$2,000 per calendar day until the work described is complete.

There is an additional incentive of \$1,000 per calendar day for each day prior to the 175 calendar days bid that the contractor completes the entire project, with a maximum additional incentive of \$20,000. There is a corresponding penalty of \$1,000 per calendar day for each day beyond 175 days that it takes to complete the work.

**Legal Review:**

This contract was reviewed by David Dodd, and no changes were requested.

**Fiscal Impact:**

The fiscal impact of this Agenda item is \$1,047,155.00.

**Recommendation:**

The Engineering Department recommends approval of this contract with RKM Utilities in the amount of \$987,155.00, with an additional amount of \$60,000 to be paid out as incentive if earned under the terms of the contract.