

Item 7



Travis County Commissioners Court Agenda Request

Meeting Date: December 28, 2012

Prepared By/Phone Number: Jesus Angel Gómez/854-1187; Marvin Brice, CPPB/854-9765

Elected/Appointed Official/Dept. Head: Cyd V. Grimes, C.P.M., CPPO

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for Collier-East Command Office Building Replace Cooling Tower, IFB No. 1210-010-AG, to the low bidder, Acme Heating and Cooling, LLC.

- **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.

This contract requires the Contractor to provide labor, equipment, materials and supervision necessary for the replacement of the cooling tower, at Collier-East Command Office Building, 7811 Burleson-Manor Road, Manor, Texas.

IFB 1210-010-AG was issued on November 7, 2012, to solicit bids for the project referenced above. After a total of twenty-nine (29) vendors were solicited, five (5) bids were received electronically in response to the solicitation when subject IFB opened on November 28, 2012, at 2:00 p.m. The low bidder is Acme Heating and Cooling, LLC, with a Base Bid of \$72,900. As a matter of interest to the Court, the reason there is zero HUB participation is that the Contractor will be self-performing the work so there are no available subcontracting opportunities.

Facilities Management Department (FMD) recommends that a contract be awarded to Acme Heating and Cooling, LLC, in the amount of \$72,900. FMD has determined that the price is fair and reasonable. Purchasing concurs with FMD's contract award recommendation.

- **Contract-Related Information:**

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.

Award Amount: \$72,900

Contract Type: Construction

Contract Period: 60 Calendar Days after NTP issuance

➤ **Solicitation-Related Information:**

Solicitations Sent: 29

Responses Received: 5

HUB Information: 2

% HUB Subcontractor: 0

➤ **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:

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: 300000392

Cost Center-G/L no'(s): 1140090001-510030, Fund 0001

Comments:

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.

FACILITIES MANAGEMENT DEPARTMENT

Roger A. El Khoury, M.S., P.E., Director



Angel
12-10-12
MB

1010 Lavaca Street, Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

Project No: EASTC-13-13F-1M

File: 703

TO: Cyd Grimes, CPM, Purchasing Agent
FROM: Roger A. El Khoury, M.S., P.E., Director
DATE: December 6, 2012
SUBJECT: Collier-East Command Office Building
Replace Cooling Tower
Award Recommendation, Solicitation 1210-010-AG

A handwritten signature in blue ink that reads "Roger A. El Khoury".

Facilities Management Department (FMD) recommends award of a contract to replace the Cooling Tower at Collier-East Command office building to the apparent low bidder, Acme Heating and Cooling, LLC. Five bids have been reviewed and the low bid of \$72,900.00 was determined to be fair and reasonable. Performance period is 60 calendar days from issuance of notice to proceed and liquidated damages are \$200 per day. Facilities Management Department recommends approval.

Funding is located in cost center 1140090001, product code 721011511. The funds reservation number is 300000392. Please call Lloyd Evans at 4-4773 if you have any questions.

In accordance with the procedure to award this project to Acme Heating and Cooling LLC, this request is being forwarded along with the supporting documents for Commissioners Court approval. Please post an agenda item on the Court for December 18, 2012. We appreciate your assistance with this request. Please direct questions to Lloyd Evans by email or phone @ 4-4773.

ATTACHMENT:

- 1) Bid Tabulation

COPY:

Leslie Browder, County Executive, PBO
Lloyd Evans, Maintenance Division Director, FMD
Amy Draper, C.P.A., Financial Manager, FMD
Marvin Brice, CPPB, Assistant Purchasing Agent, Purchasing Office

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2012 DEC -7 AM 3:58

Funds Reservation 300000392

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	10/15/2012
FM area	1000	Posting date	10/15/2012
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	DRAPER A	Created on	10/15/2012
Last changed by	HUFFH	Last changed	12/14/2012
More Data			
Text	Replace Cooling Tower at Collier		
Reference	COLLIER COOL TWR		
Overall Amount	72,900.00 USD		

Document item 001			
Text	Replace Cooling Tower at Collier		
Commitment item	510030	Funds center	1140090001
Fund	0001	G/L account	510030
Cost center	1140090001	Due on	
Vendor		Customer	
Amount	72,900.00 USD		

13-13F-1M AAE

Bid #1210-010-AG, FMD PROJECT NO. EASTC-12-12R-4M - Collier-East Command Office Building - Replace Cooling Tower

Creation Date **Oct 23, 2012**

End Date **Nov 28, 2012 2:00:00 PM CST**

Start Date **Nov 7, 2012 2:24:16 PM CST**

Awarded Date **Not Yet Awarded**

1210-010-AG, FMD PROJECT NO. EASTC-12-12R-4M--01-01 Collier-East Command Office Bldg. -Replace Cooling Tower					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Acme Heating and Cooling, LLC</u>	<input checked="" type="checkbox"/> First Offer - \$72,900.00	1 / lump sum	\$72,900.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Climate Solutions</u>	<input checked="" type="checkbox"/> First Offer - \$74,470.00	1 / lump sum	\$74,470.00	Y	Y
Product Code: Unit Amount Text: Seventy four thousand four hundred and seventy dollars and no cents Total Amount Text: Seventy four thousand four hundred and seventy dollars and no cents Agency Notes:		Supplier Product Code: LSWA-P91A-2 Supplier Notes:			
<u>Thermal Mechanical Contractors</u>	<input checked="" type="checkbox"/> First Offer - \$77,800.00	1 / lump sum	\$77,800.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>JOHNSON CONTROLS</u>	<input checked="" type="checkbox"/> First Offer - \$77,978.00	1 / lump sum	\$77,978.00	Y	Y
Product Code: Unit Amount Text: Seventy Seven Thousand Nine Hundred Seventy Eight and zero cents Total Amount Text: Seventy Seven Thousand Nine Hundred Seventy Eight and zero cents Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Peak Pure Air</u>	<input checked="" type="checkbox"/> First Offer - \$82,560.00	1 / lump sum	\$82,560.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			

Supplier Totals

<u>Acme Heating and Cooling, LLC</u>	\$72,900.00
Bid Contact Mark Langley acmacoolheat.com Ph 210-861-4872	Address 28720 I10 West Boerne, TX 78006
Agency Notes:	Supplier Notes:
<u>Climate Solutions</u>	\$74,470.00
Bid Contact MacLean Dove mac@climatesolutionstx.com Ph 512-260-9955	Address 715 Discovery Blvd. Suite 506 Cedar Park, TX 78613
Qualifications SB	
Agency Notes:	Supplier Notes:
<u>Thermal Mechanical Contractors</u>	\$77,800.00
Bid Contact Clint Smith cs.tmc@sbcglobal.net Ph 512-272-4547	Address PO Box 646 Manor, TX 78653

Agency Notes:		Supplier Notes:	
<u>JOHNSON CONTROLS</u>		\$77,978.00	
Bid Contact	MATT SULLIVAN <u>Wesley.a.ferry@jci.com</u> Ph 512-339-5753	Address	11500 METRIC BLVD AUSTIN, TX 78758
Bid Notes	Please see attached Delegation of Authority and Bid Bond.		
Agency Notes:		Supplier Notes:	
		Please see attached Delegation of Authority and Bid Bond.	
<u>Peak Pure Air</u>		\$82,560.00	
Bid Contact	Jon Peacock <u>jp@peakpureair.net</u> Ph 866-253-1746	Address	P.O.Box 5098 18762 FM1431 Jonestown, TX 78645-9636
Agency Notes:		Supplier Notes:	

**

AGREEMENT FOR CONSTRUCTION SERVICES

CONTRACT NO. 4400001219; IFB NO. 1210-010-AG

This Agreement for Construction Services (the "Construction Contract") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "Owner"), and Acme Heating and Cooling, LLC (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the Collier-East Command Office Building Replace Cooling Tower (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Travis County Purchasing Agent), the Contractor's Bid (including the Bidding Documents, the Bid Form, any appendices to the Specifications addressing additional technical or other Project requirements, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or Plans marked as, Collier-East Command Office Building Replace Cooling Tower IFB No. 1210-010-AG; and

WHEREAS, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Construction Contract; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the Owner and the Contractor agree as follows:

ARTICLE I

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.
- 1.2 The written notice to proceed as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's Bid as accepted by the Travis County Commissioners Court, the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and Plans marked Collier-East Command Office Building Replace Cooling Tower IFB No. 1210-010-AG, any appendices to the Specifications addressing additional technical or other Project requirements, and all addenda issued by the Architect/Engineer or the Travis County Purchasing Agent prior to the execution of this Construction Contract are incorporated in the Construction Contract as if set out at length.
- 1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed, and subject to authorized adjustments, shall achieve substantial completion of the Work within 60 calendar days of such issuance (the "Substantial Completion Date"). All time limits stated in the Construction Contract, and/or the Contract Documents are of the essence. The Substantial Completion Date will not be modified, extended, or otherwise revised except because of rain or other adverse weather conditions or as expressly provided in the Construction Contract documents, and the Contractor acknowledges that it may be required to work on weekends or holidays in order to achieve substantial completion by the Substantial Completion Date.
- 1.4 If the Contractor fails to achieve substantial completion of the Work by the Substantial Completion Date, the Contractor, by execution of this Construction Contract, specifically acknowledges that the Owner will sustain damages for each day the Work extends beyond the Substantial Completion Date. Because of the impracticality and extreme difficulty of fixing and ascertaining the Owner's actual damages, the Contractor agrees \$200.00 per calendar day shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

ARTICLE II

- 2.1 For and in consideration of the Contractor's performance of the Work, the Owner shall pay the Contractor, in the manner provided for in Article 9 of the General Conditions, the total sum of \$72,900.00 (the "Contract Sum"). The Contract Sum is comprised of (i) \$61,700.00 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 this Construction Contract and (ii) \$11,200.00 for all other charges, including the cost of other services, overhead, and materials which do not become part of the finished project or are reusable. This division of the Contract Sum is made to reflect sales tax purposes only. Invoices and payments need not reflect this division. However, Contractor shall maintain internal records to verify. Contractor shall make these records available upon request of the Travis County Auditor.
- 2.2 If at any time during the performance of this Construction Contract the Travis County Commissioners Court (i) fails to provide funding for this Construction Contract during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by this Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and termination, terminate this Construction Contract, or a part thereof, without any further liability, effective thirty (30) days after the Owner notifies the Contractor in writing of such failure to fund and termination. The Owner shall pay the Contractor for any portion of the Work completed up to the effective date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed up to the effective date, including without limitation any recovery for lost profits anticipated to be made hereunder.
- 2.3 This Construction Contract may be amended only by a Travis County construction "Change Order" form signed by the Travis County Facilities Management Department (TCFMD), the Contractor, the Purchasing Agent, and the Commissioners Court, as necessary.
- 2.4 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates this Construction Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if this Construction Contract were breached by the Contractor, and (ii) collect exemplary damages in an amount determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any officer or employee of the Owner. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.5 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate this Construction Contract without liability, or in its discretion to deduct from the amount due to the Contractor from the Owner, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.6 No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

The effective date of this Construction Contract shall for all purposes be the date of the execution of the last to sign, whether the Owner or the Contractor.

IN WITNESS WHEREOF, the parties have executed this Construction Contract as of the date(s) set forth below.

TRAVIS COUNTY, TEXAS

Acme Heating and Cooling, LLC

By: _____
Samuel T. Biscoe
Travis County Judge
Date: _____

By: Mark Langley
Name: Mark Langley
Title: Owner
Date: 12/19/12

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

APPROVED BY PURCHASING AGENT:

County Purchasing Agent