



## Travis County Commissioners Court Agenda Request

**Meeting Date:** June 26, 2012

**Prepared By/Phone Number:** Patrick Strittmatter, 4-1183

**Elected/Appointed Official/Dept. Head:** Cyd Grimes, Marvin Brice, CPPB

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: APPROVE CONTRACT AWARD FOR TCCC BUILDING 120 WATER HEATER REPLACEMENT, IFB NO. B120210-PS, TO THE LOW BIDDER, HOT ROD MECHANICAL, INC. (SHERIFF'S OFFICE)**

- **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 project primarily is consisting of the removal of the existing water heater and manual mixing valve, and installing two (2) water heaters with storage tank and hot water mixing valve, in Building 120 at the Correctional Complex.

Subject IFB was opened May 29, 2012, with two (2) bids received in response to the solicitation. The Sheriff's Office has reviewed the bids and recommends, and Purchasing concurs with the award of the contract to the low bidder, Hot Rod Mechanical, Inc. for \$51,846.00.

- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
  - Award Amount: \$51,846.00
  - Contract Type: Construction
  - Contract Period: 90 calendar days
- **Contract Modification Information: N/A**

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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

Modification Amount:  
Modification Type:  
Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 30                      Responses Received: 2  
HUB Information: Yes, WBE              % HUB Subcontractor: 9%

➤ **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: 1000001652
- Cost Center(s): 1378000001
- Comments:

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JAMES N. SYLVESTER  
Chief Deputy

# GREG HAMILTON

TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
www.tcsheriff.org

PHYLLIS CLAIR  
Major - Law Enforcement

DARREN LONG  
Major - Corrections

MARK SAWA  
Major - Administration & Support

**DATE:** June 12, 2012

**TO:** Cyd Grimes

**FROM:** Wallace Sefcik

A handwritten signature in blue ink that reads "Wallace Sefcik".

**SUBJECT:** Award Hot Rod Mechanical, Inc. and Proceed with Building 120 Water Heater Replacement at TCCC.

The TCSO Maintenance Section has reviewed the bids and recommends the low bidder, Hot Rod Mechanical, Inc., to perform the required work as per the scope of work identified in the solicitation.

<b>Travis County Bid Number</b>	<b><u>B120210-PS-01-01</u></b>
<b>Account Number</b>	<b><u>1378000001</u></b>
<b>Sheriff's Office Work Order number</b>	<b><u>243152</u></b>
<b>TCSO Maint Requisition Request number</b>	<b><u>5746</u></b>
<b>Sheriff's Office Shopping Cart #</b>	<b><u>1000001652</u></b>

If you have any questions please call.

Thanks,  
Wallace Sefcik  
Travis County Sheriff's Office  
Building Maintenance Division Manager  
3614 Bill Price Road  
Del Valle, TX. 78617  
Phone 512-854-5216

CC: Marvin Brice  
Maria Wedhorn  
Patrick Strittmatter  
Captain Wes Priddy  
Tom Perfetto

Shopping cart	
Number :	1000001652
Name :	44192 SEFCIKW 06/12/2012 13:06
Date :	06/12/2012

**Goods recipient:**

WALLACE SEFCIK  
 137MntMgmt  
 137SO Crc: Maintenance Mgmt  
 700 Lavaca Street  
 AUSTIN TX 78701

**Delivery point:**

Travis County  
 Travis County  
 DEL VALLE CORRECTIONAL  
 3614 BILL PRICE RD, BLDG 110  
 DEL VALLE TX 78617

Item	Product number	Description	Subm. deadline/ext. bid	Supplier product no.	Net value
Delivery date/ Performance period	Order quantity	Unit	Price per unit		
1		Building 120 Water Heater Replacement			
From 07/06/2012	1.00	EA	51,846.00 USD	EA	51,846.00 USD
Item long text Award bid for Travis County Bid# B120210-PS-01-01 Dated 6/6/2012					
				<b>Total value:</b>	<b>51,846.00 USD</b>
				<b>Tax amount:</b>	<b>0.00 USD</b>
				<b>Total value (gross):</b>	<b>51,846.00 USD</b>

for item 1

**Account assignment**

Percent	Assigned to	G/L account	Business area
100.00	Cost Center 1378000001	521020	1000
<b>Location</b>	<b>Requester:</b>		
Company	WALLACE SEFCIK		
Central Plant	137MntMgmt		
700 Lavaca Suite 800	137SO Crc: Maintenance Mgmt		
AUSTIN TX 78701	700 Lavaca Street		
USA	AUSTIN TX 78701		
	USA		

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**AGREEMENT FOR CONSTRUCTION SERVICES  
CONTRACT NO. 12K00210PS**

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 Hot Rod Mechanical, Inc. (the "Contractor").

**WHEREAS**, the Owner desires to enter into the Construction Contract for the **Travis County Correctional Complex (TCCC) Building 120 Water Heater Replacement** (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 Office or its designee), the Contractor's Proposal, General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or attached Plans, and Specifications; 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.

**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/or attached Plans, and Specifications marked "Travis County Correctional Complex (TCCC) Building 120 Water Heater Replacement"), IFB No. B120210-PS are all 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 **90 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, 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. All time limits stated in the Construction Contract and/or Contract Documents are of the essence.
- 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 **\$450.00 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.

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## 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 Section 00700 of the General Conditions, the total sum of **\$51,846.00** (the "Contract Sum"). The Contract Sum is comprised of (i) **\$32,162.55** 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) **\$19,683.45** 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 Sheriff's Office Department (TCSO), the Contractor, and necessary representatives designated by the Owner.
- 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

By: \_\_\_\_\_  
County Judge

Date: \_\_\_\_\_

HOT ROD MECHANICAL, INC.

By:   
Name: Bertha Gutierrez

Title: President

Date: 6/13/2012

APPROVED AS TO FORM BY:

\_\_\_\_\_  
County Attorney

FUNDS VERIFIED BY:

\_\_\_\_\_  
County Auditor

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Cyd Grimes, C.P.M. CPPO  
Travis County Purchasing Agent