

Travis County Commissioners Court Agenda Request

Meeting Date: 7/31/2012, 9:00 AM, Voting Session

Prepared By/Phone Number: John E. Pena, CTPM; Marvin Brice, CPPB,

Purchasing Office, 512-854-9700

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

Purchasing Agent

Commissioners Court Sponsor: Judge, Samuel T. Biscoe

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR PLUMBING SERVICES, IFB NO. B120164-JE, TO THE LOW BIDDER, BEN'S SPRINKLER & PLUMBING.

- ➤ 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.
- ➤ IFB No. B120164-JE, countywide Plumbing Services, was issued on May 17, 2012. This contract will require the Contractor to provide labor, materials, equipment and incidentals necessary to perform plumbing services. Individual projects are awarded to the contactor via purchase orders that are based upon pre-priced, pre-approved services for that specific work.
- ➤ Of the twenty-eight (28) bids either downloaded or viewed via Travis County's third party e-procurement vendor system, BidSync, five (5) bids were received in response to this solicitation when subject IFB was opened on June 20, 2012 at 2:00 P.M., CST. The Facilities Management Department reviewed the bids and recommends award to the lowest bidder, Ben's Sprinkler & Plumbing.
- ➢ Ben's Sprinkler & Plumbing is an existing Travis County contractor that is currently performing plumbing services under a separate contract, 09T00176NB. This contract is set to expire at the end of July 2012. In analyzing the competitive bids, Ben's Sprinkler hourly rates were 48% lower than the second lowest bid and 76% lower than the highest bid. They also had no mark-up on materials as illustrated in the attached Bid Tab.

~	spent against this requirement.	the last 12 months \$150,000.00 has been
	Contract-Related Information: Award Amount: N/A (As-nee Contract Type: Annual Cont Contract Period: August 1, 20	ract
	Contract Modification Informat Modification Amount: Modification Type: Modification Period:	tion: N/A
	Solicitation-Related Information Solicitations Sent: 28 (Including 70 HUB's)	n: Responses Received: 5
	HUB Information: None	% HUB Subcontractor: 0
	Special Contract Consideration	ns:
	•	iterested parties have been notified. Ider; interested parties have been notified
	Funding Information: ⊠ Funds Reservation in SAP: N ⊠ Cost Center: 1140090001 ⊠ Comments: *Funding to be ider.	N/A* lentified on each individual Purchase

FACILITIES MANAGEMENT DEPARTMENT



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

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

MEMORANDUM

Project No: SVCOT-22-12F-XM

File: 801

TO:

Cyd Grimes, C.P.M., Purchasing Agent

FROM:

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

DATE:

June 28, 2012

SUBJECT:

Plumbing Services

Contract Award of IFB No. B120164-JE

Facilities Management Department (FMD) has completed the review of the five bids received for the Plumbing Services contract. The apparent lowest bidder is Ben's Sprinkler & Plumbing. Ben's Sprinkler & Plumbing is an existing Travis County contractor and has provided acceptable services. FMD therefore recommends award of the Plumbing Services contract to Ben's Sprinkler & Plumbing.

Funding for FMD portion of the Plumbing Services contract is in Cost Center 1140090001. Please direct any questions on this request to Rony Aouad at 44781. Your assistance in this request is greatly appreciated.

ATTACHMENT:

Bid Tabulations

Copy To:

Leslie Browder, County Executive, PBO Lloyd Evans, Maintenance Division Director, FMD Rony Aouad, Service Contract Manager, FMD John Pena, Purchasing Agent Assistant, Purchasing

RECEIVED
TRAVIS COUNTY
2012 JUN 28 PM 4: 29
PURCHASING
OFFICE

TRAVIS COUNTY PURCHASING CONSTRUCTION CONTRACTS BID TABULATION FORM

CONTRACT No.: 12K00164JE SOLICITATION N(IFB No.: B120164-JE

BID DATE: May 17, 2012

BIDS INVITED: 1888
* Three Advertisement dates in local publication: 5/25/2012, 6/1/2012 & 6/8/2012

(Via BidSync)*

DESCRIPTION: Plumbing Services

BID CLOSED June 13, 2012

BIDS VIEWED: 28

2

5

70

(Via BidSync)

BIDS PICKED-UP VIA PURCHASING OFFICE:

<u>DEPARTMENT:</u> Facilities Management Department

CONTACT/NO.: Lloyd Evans, Ext 44773

OPEN TIME: 2:00 P.M., CST BIDS EXPIRE August 23, 2011

(Via BidSync)

HUBS RECEIVED:

BIDS RECEIVED: HUBS SOLICITED:

Bidder's Name	Straight Time - Hourly Labor Rate, Lic. Master / Journeyman Plumber	Straight Time - Hourly Labor Rate, Lic. Apprentice Plumber	Straight Time - Hourly Labor Rate, Excavation of Broken / Damaged Water Line	Urgent Time - Hourly Labor Rate, Lic. Master / Journeyman Plumber		of Broken /	Percentage Mark-up on Materials up to 10%	Experience Verification Report Form	Resumes Provided for Superintendent and/or Project Manager?		Capability Verification Report Form	Respondent Acknowledgement Form	Ethics Affidavit Form	Certifcate of Secretary Form	Safety Record Questionnaire Form	Environmental Compliance and Safety Record Form	HUB Program Requirements Form	Good Faith Efforts Checklist Form	Addenda Acknowlegement Checkbox
Artillery Home & Commercial Services, Inc.	\$85.00	\$50.00	\$125.00	\$105.00	\$75.00	\$141.00	5%	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
Ben Sprinkler & Plumbing	\$60.00	\$25.00	\$25.00	\$60.00	\$25.00	\$25.00	0%	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
Hidalgo Industrial Services, Inc.	\$59.00	\$27.00	\$149.00	\$88.50	\$40.50	\$178.00	10%	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Hot Rod Mechanical, Inc. (HUB)*	\$68.00	\$45.00	\$65.00	\$95.00	\$65.00	\$92.00	10%	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
YPS	\$124.00	\$97.00	\$150.00	\$186.00	\$145.00	\$225.00	10%	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

SIGNATURE PRINT NAME

Original Signature on File with Purchasing Office

John E. Pena, CTPM, Purchasing Agent Assistant

DATE

June 20, 2012

^{*} HUB - Historically Underutilized Business

AGREEMENT FOR CONSTRUCTION SERVICES

IFB NO.: B120164-JE

CONTRACT NO.: 4400001017

This Agreement for Services (the "Contract" or "Construction Contract") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "Owner"), and <u>Ben's Sprinkler & Plumbing (Primary)</u> (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for Plumbing Services (the "Project(s)") 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 Plumbing Services in Travis County, Texas, IFB No. B120164-JE; 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 for each Project 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 Plumbing Services, in Travis County, Texas, IFB No. B120164-JE, 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 for the corresponding Project, and subject to authorized adjustments, shall achieve substantial completion of the Work within the performance period specified in each individual Task Order (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 that an amount per Calendar Day will be specified in each individual Task Order, and 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 **TERM OF CONTRACT:** The term of this Construction Contract shall be for a twelve (12) month period commencing upon award by the Commissioners Court, with two (2), twelve (12) month options to renew, subject to approval of the Commissioners Court.
- 2.2 **OPTION TO EXTEND:** County may unilaterally extend this Contract for two (2) additional twelve (12) month periods and three (3) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), and all provisions of this Contract, except for term and price, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) calendar days prior to expiration of the then current term. The total term of this Contract, including the Options to Extend, shall not exceed thirty-nine (39) months. County shall have the right to exercise all or a portion of the Options to Extend in any combination it deems necessary.
- 2.3 **METHOD OF AWARD:** Award, if any, will be made to as many as two (2) responsive and responsible bidders submitting the two (2) lowest acceptable bid prices for the item(s) as specified in Item Response Form and meeting all the requirements of this Invitation for Bid. The lowest acceptable bid will result in a contract to the Primary Contractor, the second lowest to the Secondary Contractor. Travis County reserves the right to award either one or two contracts. Travis County reserves the right to award on an "All or None" basis.

PRIMARY AND SECONDARY SOURCES

It is the intent of the County to award a contract to the lowest responsive and responsible bidder meeting specifications as the "Primary Source". However, to ensure that Project services can be obtained on an emergency, or urgent, basis, the County reserves the right to award a separate contract to the second lowest responsive and responsible bidder meeting specifications, hereinafter referred to as the "Secondary Source". The parties acknowledge and agree that the County will give preference to the Primary Source when procuring Project services.

In the event that Project services cannot be obtained from the Primary Source, the County may procure Project services from the Secondary Source provided that prior approval of such procurement has been given by the Purchasing Agent as evidenced by issuance of a Purchase Order. The County will not be obligated to pay for any Project services delivered by the Secondary Source unless prior authorization has been given to the Secondary Source by the Purchasing Agent in the manner described in this paragraph.

2.4 When the Owner has need for Project services in a facility maintained by the Owner, it shall issue a notice to the Contractor specifying the work to be performed. The Contractor shall develop a cost estimate (the "Contractor's Cost Estimate") according to the fee schedule set forth in the Contractor's bid, and shall submit the same to the Owner using the Plumbing Estimating Forms attached hereto as Attachment No's. 2, 3, 4 & 5; provided, however, the Owner's solicitation of the Plumbing Estimating Forms shall not create a binding obligation on the part of the Owner to have Work performed by the Contractor. The Contractor's Cost Estimate shall be divided into: (a) the sum 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 the Project (tax-exempt costs); and (b) the sum 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 (non-tax-exempt costs). This division of the Contractor's Cost Estimate is made to reflect sales tax purposes only. Invoices and payment need not reflect this division. However, Contractor shall maintain internal records to verify all Project-related costs. Contractor shall make these records available upon request of the Travis County Auditor.

- A. Where the Owner and the Contractor agree that the Contractor shall perform the Work, and the Contractor's Cost Estimate exceeds \$25,000, the parties shall execute a written Task Order pursuant to which the Contractor shall perform the Work. The Task Order shall be presented to the Commissioners Court for approval. Upon approval by the Commissioners Court, the Task Order will be forwarded to the Contractor, together with a purchase order issued by the Travis County Purchasing Agent.
- B. Where the Contractor's Cost Estimate is less than \$25,000.00, and the Owner and the Contractor agree that the Contractor shall perform the Work, the parties shall execute a Task Order pursuant to which the Contractor shall perform the Work. The Task Order will be forwarded to the Contractor together with a purchase order issued by the Travis County Purchasing Agent. The Contractor acknowledges and agrees that it is not authorized to perform the Work without a valid purchase order setting forth the scope of the Work. The Owner shall pay the Contractor the sum specified in the Task Order, which shall be a not-to-exceed amount based upon the Contractor's Cost Estimate as approved by the County.
- 2.5 Concurrently with the parties' execution of the Task Order, the Contractor shall furnish to the Owner (i) a payment bond in the full amount of the Task Order if such amount is in excess of \$25,000.00 and (ii) a performance bond in the full amount of the Task Order if such amount is in excess of \$100,000. Such bonds shall be executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas. The Contractor shall also furnish to the Owner the certificate of insurance naming the Owner as an additional insured and showing coverages in accordance with Exhibit B, attached hereto and made a part hereof.
- 2.6 If at any time during this 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 the 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 that date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed to that date, including without limitation any recovery allowed for lost profits anticipated to be made hereunder.
- 2.7 Other than by issuance of a Task Order for each Project, this Construction Contract may be amended only by the following written instruments: (i) a "Travis County Purchasing Office General Modification" form signed by the Contractor and necessary representatives designated by the Owner, and (ii) a change order/modification form issued by the Owner and signed by the Contractor and necessary representatives designated by the Owner.
- 2.8 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 Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if breached by Contractor, and (ii) collect exemplary damages in an amount as determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any County officer or employee. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

- 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 bona fide 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 from the Owner to the contractor, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.10 No action or failure to act by the Owner or the Contractor shall constitute a waiver or 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.
- 2.11 Any clause, sentence, provision, paragraph, or article of this Construction Contract held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Construction Contract, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- 2.12 This Construction Contract is wholly performable in Travis County and venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Construction Contract shall lie exclusively in Travis County, Texas. This Construction Contract shall be governed by and construed in accordance with Texas law.
- 2.13 This Construction Contract shall be binding upon and inure to the benefit of the Owner and the Contractor and their respective successors, executors, administrators, and assigns. Neither the Owner nor Contractor may assign, sublet, or transfer its interest in or obligation under this Construction Contract without the written consent of the other party hereto.
- The recitals, premises, and representations contained on the first page of this Construction Contract are incorporated herein as if set forth verbatim. This Construction Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Construction Contract may be amended only by written instrument signed by both the Owner and the Contractor. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONSTRUCTION CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.

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

TRAVIS COUNTY, TEXAS	Ben's Sprinkler & Plumbing
By:	By: My line Water River Name: Ben Springthr & Plumbing Title: Office Mange Journer Date: 7/13/2013
APPROVED AS TO FORM BY:	
County Attorney	
FUNDS VERIFIED BY:	
County Auditor	
APPROVED BY PURCHASING AGENT:	
County Purchasing Agent	

EXHIBIT B INSURANCE AND LIABILITY

During the period of this Contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall:

- (i) Name County as additional insured, as its interests may appear.
- (ii) Provide County a waiver of subrogation.
- (iii) Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.
- (iv) Provide the County Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverages within ten (10) calendar days after receipt of Notice of Award and within ten (10) calendar days of each renewal of the insurance. Also, please assure your certificate contains the contract number, purchase order number, or title of the project as indicated on the Contract Award form when issued by Travis County.
- (v) Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:

Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident)\$500	
Property Damage	\$100,000.00

General Liability (Including Contractual Liability):

Bodily Injury	\$500,000.00
Property Damage	\$100,000.00

Excess Liability:

	Umbrella	Form	Not I	Reauired
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Worker's Compensation: Statutory

This requirement has been determined to involve minimum hazards and low dollar values. Insurance underwriters must acceptable to the County.

CONTRACTOR LIABLITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: CONTRACTOR SHALL INDEMINFY COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND WHETHER MERITORIOUS OR ANOT AND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES ARISING IN CONNECTION WITH THE SERVICES PROVIDED BY CONTRACTOR UNDER THIS CONTRACT. IT IS THE EXPRESS INTENTION OF THE PARTIES TO THIS CONTRACT, BOTH CONTRACTOR AND COUNTY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT COUNTY FROM THE CONSEQUENCES OF CONTRACTOR'S ACTIONS.

PLUMBING ESTIMATING FORM - JOB SUMMARY SHEET

(PLEASE PRINT CLEARLY)

LOCATION:		SHEET NO OF
OB/PROJECT WORK:		
CONTRACTOR / ESTIMATE BY:		DATE//
ATTACHMENT NO. 3, SHEET NO. "X OF X"	MATERIALS PRICING	AMOUNT
	TOTAL MATERIALS PRICING (TRANSFERRED FROM ATTACHMENT NO. 3)	\$
ATTACHMENT NO. 4 SHEET NO. "X OF X"	LABOR COST	AMOUNT
	TOTAL LABOR COST (TRANSFERRED FROM ATTACHMENT NO. 4)	\$
ATTACHMENT NO. 4, SHEET NO. "X OF X"	SUBCONTRACT ITEMS	AMOUNT
TOTA	L COST OF SUBCONTRACT ITEMS (TRANSFERRED FROM ATTACHMENT NO. 4)	\$
	TOTAL JOB / PROJECT COST (Materials, Labor & Subcontract)	\$
RAVIS COUNTY FACILITES MANA	GMENT DIVISION:	DATE//
APPROVED BY:		DATE//

PLUMBING ESTIMATING FORM - MATERIALS PRICING SHEET

(PLEASE PRINT CLEARLY)

SHEET NO OF
DATE//

MATERIAL DESCRIPTION	वार	UNIT PRICE	AMOUNT
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NOTE: TRANSFER AMOUNT OF TOTAL MATERIAL PRICING TO <u>JOB SUMMARY SHEET</u>

PLUMBING ESTIMATING FORM - LABOR & SUBCONTRACT ITEM COST SHEET

(PLEASE PRINT CLEARLY)

OCATION:		SHEET N	0 OF
OB/PROJECT WORK:ONTRACTOR / ESTIMATE BY:		DATE	
LABOR DESCRIPTION	QTY/HR	LABOR RATE	AMOUNT
			1
	TOTA	L LABOR COST	
SUBCONTRA	CT LIENS		AMOUNT
		NTRACT ITEMS	

NOTE: TRANSFER TOTALS FOR LABOR & SUBCONTRACT ITEM COST TO JOB SUMMARY SHEET

PLUMBING ESTIMATING FORM - LABOR TIME & EQUIPMENT RENTAL TIME REPORT

(PLEASE PRINT CLEARLY)

NTRACTOR /	ESTIMATE BY: _			
		L	ABOR TIME REPORT	
DATE	TIME IN	TIME OUT	NO. OF MECHANICS	TRAVIS COUNTY BUILDING GOORDINATORS SIGNATURE
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DATE	TIME IN	TIME OUT	EQUIPMENT TYPE	TRAVIS COUNTY BUILDING COORDINATORS SIGNATUR
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