



Travis County Commissioners Court Agenda Request

Meeting Date: September 4, 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 TRAVIS COUNTY CORRECTIONAL COMPLEX (TCCC) ROAD REPAIRS, IFB NO. B120175-PS, TO THE LOW BIDDER, SMITH CONTRACTING CO., INC.

- **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 consists of seven (7) tasks which include road and parking lot improvements on the grounds of the Correctional Complex.

Subject IFB was opened August 8, 2012, with four (4) 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, Smith Contracting Co., Inc. for a total of \$178,000.00, covering all seven (7) project tasks.

- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.

- **Contract-Related Information:**

Award Amount: \$178,000.00

Contract Type: Construction

Contract Period: 180 calendar days

- **Contract Modification Information: N/A**

Modification Amount:

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.

Modification Type:
Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 25	Responses Received: 4
HUB Information: No*	% HUB Subcontractor: 10.66%

*Contractor is not a HUB, but will be using HUB Subcontractors on project.

➤ **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:**

- Funds Reservation in SAP: 300000240
- Cost Center(s): 1378000001
- Comments:

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**AGREEMENT FOR CONSTRUCTION SERVICES
CONTRACT NO. 4400001040**

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 **Smith Contracting Company, Inc.** (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the **Travis County Correctional Complex (TCCC) Road Repairs** (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) Road Repairs"), IFB No. B120175-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 **180 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 **\$100.00 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 Section 00700 of the General Conditions, the total sum of **\$178,000.00** (the "Contract Sum"). The Contract Sum is comprised of (i) **\$71,200.00** 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) **\$106,800.00** 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 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

SMITH CONTRACTING COMPANY, INC.

By: _____
Cyd V. Grimes, C.P.M., CPPO,
Travis County Purchasing Agent
Date: _____

By: _____
Name: Mack Smith
Title: President
Date: 8-14-12

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

DRAFT

JAMES N. SYLVESTER
Chief Deputy



GREG HAMILTON
TRAVIS COUNTY SHERIFF

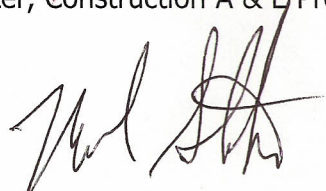
P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

DARREN LONG
Major - Corrections

PHYLLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

MEMORANDUM

TO: Patrick D. Strittmatter, Construction A & E Procurement Specialist
Via: Marvin Brice, CPPB
FROM: Mark Stefanov, P.E. 
DATE: August 21, 2012
SUBJECT: Award Recommendation Memo for B120175-PS

This is the Award Recommendation for the TCCC Road Repair. It should be awarded to the low bidder, Smith Contracting Company, Inc. The liquidated damages for not meeting substantial completion will be \$100 per day.

Square Feet:	77,807
TOTAL PROJECT BUDGET:	\$ 220,000
Design:	\$ 36,300
Repairs:	\$ 178,000
3% Contingency	\$ 5,700
Construction+ 3%:	\$ 183,700
Contingency used	\$ -
	\$ 220,000
\$/Sq.Ft.:	\$ 3

Sheriff's Office Work Order numbers:

235262, 235635, 235636, 240599, 235637,
240594, and 243782.

Sheriff's Office MicroMain Request number:

5468

SAP Fund Reservation Number:

300000240

SAP GL Account Number:

521080

SAP Cost Center Number

1378000001

Estimated schedule:

180 DAYS

Please contact me with any questions at 45321. Your assistance in this matter will be greatly appreciated.

CC: Sheriff's Office Engineer's File
Ron Rizzato (memo only)
Major Long (memo only)



Safety, Integrity, Tradition of Service