



Travis County Commissioners Court Agenda Request

Meeting Date: 9/18/2012, 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, Purchasing Agent

Commissioners Court Sponsor: Judge, Samuel T. Biscoe

AGENDA LANGUAGE: APPROVE CONTRACT AWARD FOR HEMAN MARION SWEATT, TRAVIS COUNTY COURTHOUSE – EXTERIOR MASONRY CLEANING, IFB NO. 300000181, TO THE LOW BIDDER, ATC CONTRACTORS, 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.
- IFB No. 300000181, Heman Marion Sweatt, Travis County Courthouse – Exterior Masonry Cleaning, was issued on July 6, 2012. This project consists of work requiring exterior cleaning and surface repair of the Heman Marion Sweatt, Travis County Courthouse located at 1000 Guadalupe Street, Austin, Texas 78701. This contract requires the contractor to provide labor, equipment, materials, supervision and related incidentals to complete the required work.
- Of the twenty-five (25) bids either downloaded or viewed via Travis County's third party e-procurement vendor system, BidSync, two (2) bids were received in response to this solicitation when subject IFB was opened on August 1, 2012 at 2:00 P.M., CST. The apparent low bidder was ATC Contractors, Inc. in the amount of \$68,250.00 for the Base Bid. The next low bid was from Mid Continental Restoration in the amount of \$99,569.00.
- Facilities Management Department (FMD) is recommending, with the Purchasing Office concurrence, contract award to ATC Contractors, Inc. in the amount of \$68,250.00 as the lowest responsive and responsible bidder. FMD has deemed the price as fair and reasonable.
- Contract Expenditures: Within the last 12 months \$0.00 has been spent against this requirement.

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.

➤ **Contract-Related Information:**

Award Amount: \$68,250.00

Contract Type: Construction

Contract Period: Ninety (90) Calendar Days from Notice to Proceed

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

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 25

Responses Received: 2

HUB Information: Yes

% HUB Subcontractor: 0

➤ **Special Contract Considerations:** N/A

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: 300000181

Comments:

FACILITIES MANAGEMENT DEPARTMENT

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



*John
8.9.12
MB*

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

MEMORANDUM

FMD Project: TCCH-75-11R-4M
FILE: 703

TO: Cyd V. Grimes, CPM, Purchasing Agent

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

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

DATE: August 7, 2012

SUBJECT: Heman Marion Sweat Travis County Courthouse Exterior Cleaning
IFB No.: 300000181

Facilities Management Department (FMD) recommends award of the HMS Courthouse Exterior Cleaning Project in the amount of \$68,250.00 to the apparent low bidder, ATC Contractors Inc. Two general contractors bid on the subject project.

FMD has reviewed the bid tabulation and the unit bid items and determined that the low bid is fair and reasonable. FMD is recommending award of the base bid item only. The construction schedule is for 60 calendar days after the issuance of the Notice to Proceed. The project fund is located in cost center – GL 1148020001 and is encumbered under funds reservation document 300000181. Facilities Management Department recommends approval.

In accordance with the procedure to secure the approval of this contract award, this request is being forwarded along with the supporting documents for approval by the Commissioners Court on August 21, 2012. If approved, please issue a fully executed contract to ATC Contractors Inc. Please call Amy Lambert at extension 46409 if you have any questions.

ATTACHMENTS:

Bid tabulation

COPY TO:

Leslie Browder, County Executive, PBO
Amy Draper, CPA, Financial Manager, FMD
Amy Lambert, AIA, LEED AP BD+C, Project Manager, FMD
John Pena, CTPM Purchasing Agent Assistant, TCPO

Bid #300000181 - Heman Marion Sweatt, Travis County Courthouse - Exterior Masonry Cleaning

Creation Date **Jun 18, 2012**

End Date **Aug 1, 2012 2:00:00 PM CDT**

Start Date **Jul 6, 2012 4:27:53 PM CDT**

Awarded Date **Not Yet Awarded**

ATC Contractors Inc.		\$68,250.00		
Bid Contact Justin Roppolo justin@atccontractors.org Ph 512-930-3988		Address PO Box 932 Georgetown, TX 78627		
Bid Notes I have included in my base bid to clean exterior masonry veneer, tuck point 100 lf, patching of concrete spawls (ATC Contractors is a certified Cathedral Stone Jahn Installer; certification # is 10052143-TX), paint lintels and metal as specified, and payment and performance bond.				
Agency Notes:		Supplier Notes: I have included in my base bid to clean exterior masonry veneer, tuck point 100 lf, patching of concrete spawls (ATC Contractors is a certified Cathedral Stone Jahn Installer; certification # is 10052143-TX), paint lintels and metal as specified, and payment and performance bond.		
Item #	Line Item	Unit Price	Qty/Unit	Total Price
300000181--01-01	HEMAN MARION SWEATT, TRAVIS COUNTY COURTHOUSE - EXTERIOR MASONRY CLEANING - First Offer	\$68,250.00	1 / base bid	\$68,250.00
Product Code:		Supplier Product Code:		
Unit Amount Text: sixty eight thousand two hundred and fifty dollars and zero cents		Supplier Notes: BASE BID/UNIT PRICE IN WORDS FROM ABOVE: sixty eight thousand two hundred fifty dollars and zero cents		
Total Amount Text: sixty eight thousand two hundred and fifty dollars and zero cents		UNIT PRICE NO. 1: LINEAR FEET: 8.00		
Agency Notes:		UNIT PRICE NO. 1 IN WORDS: eight dollars per liner foot to tuck point		
		UNIT PRICE NO. 2: CUBIC FEET: 55.00		
		UNIT PRICE NO. 2 IN WORDS: fifty five dollars per cubic feet to replace damaged stone or install dutchman		
		UNIT PRICE NO. 3: LINEAR FEET: 5.25		
		UNIT PRICE NO. 3 IN WORDS: Five dollars and twenty five cents per linear feet to remove and replace joint sealant at expansion joints and window perimeter.		

Mid-Continental Restoration		\$99,569.00		
Bid Contact Howard Kinsel howard_kinsel@midcontinental.com Ph 817-498-7277		Address 4101 Murray Avenue Haltom City, TX 76117		
Qualifications TX				
Agency Notes:		Supplier Notes:		
Item #	Line Item	Unit Price	Qty/Unit	Total Price
300000181--01-01	HEMAN MARION SWEATT, TRAVIS COUNTY COURTHOUSE - EXTERIOR MASONRY CLEANING - First Offer	\$99,569.00	1 / base bid	\$99,569.00
Product Code:		Supplier Product Code:		
Unit Amount Text: ninty nine thousand five hundred sixty nine		Supplier Notes: BASE BID/UNIT PRICE IN WORDS FROM ABOVE: ninty nine thousand five hundred sixty nine dollars		
Total Amount Text: ninty nine thousand five hundred sixty nine		UNIT PRICE NO. 1: LINEAR FEET: 6.56		
Agency Notes:		UNIT PRICE NO. 1 IN WORDS: Six dollars fifty six cents		
		UNIT PRICE NO. 2: CUBIC FEET: 250		
		UNIT PRICE NO. 2 IN WORDS: Two hundreded fifty dollars		
		UNIT PRICE NO. 3: LINEAR FEET: 7		
		UNIT PRICE NO. 3 IN WORDS: seven dollars		

RECEIVED
MAY 29 1998
PURCHASING

AGREEMENT FOR CONSTRUCTION SERVICES

BID NO. : 300000181 CONTRACT NO.: 4400000998

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 ATC CONTRACTORS, INC. (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the construction of Heman Marion Sweatt, Travis County Courthouse – Exterior Masonry Cleaning (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 Heman Marion Sweatt, Travis County Courthouse – Exterior Masonry Cleaning, Travis County Texas, Bid No.: 300000181; 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 Heman Marion Sweatt, Travis County Courthouse – Exterior Masonry Cleaning, Travis County Texas, Bid No.: 300000181, 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 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 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 \$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.

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 **\$68,250.00** (the "Contract Sum"). The Contract Sum is comprised of (i) **\$22,500.00** 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) **\$45,750.00** 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

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

ATC CONTRACTORS, INC.

By: Patricia Rappold
Name: Patricia Rappold
Title: President
Date: 8-30-12

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

APPROVED BY PURCHASING AGENT:

County Purchasing Agent

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