



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 9, 2012

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

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: APPROVE CONTRACT AWARD FOR HEMAN MARION SWEATT TRAVIS COUNTY COURTHOUSE LANDSCAPE, IRRIGATION AND LIGHTING IMPROVEMENTS, IFB NO. 1208-001-PS, TO THE LOW BIDDER, FORE CONSTRUCTION, 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 furnishing and installing an irrigation system, new sod, landscape lighting, perimeter drainage, and pruning and removing trees, at the Heman Marion Sweatt Travis County Courthouse.

Subject IFB was opened September 19, 2012, with four (4) bids received in response to the solicitation. The Facilities Management Department has reviewed the bids and recommends, and Purchasing concurs with the award of the contract to the low bidder, Fore Construction, Inc. for a total of \$123,739.00, which includes the Base Bid Total of \$121,539.00 and Alternate No. 1 of \$2,200.00.

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

- **Contract-Related Information:**

Award Amount: \$123,739.00

Contract Type: Construction

Contract Period: 90 calendar days

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.

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

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 29

Responses Received: 4

HUB Information: No\*

% HUB Subcontractor: 0.00%

\*Contractor is not a HUB and will be self-performing all of the work for this 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: 300000220

Cost Center(s): 1148020001

Comments:

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# FACILITIES MANAGEMENT DEPARTMENT

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



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

## MEMORANDUM

**FMD Project:** TCCH-73-11R-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, reading "Roger A. El Khoury".

**DATE:** September 25, 2012

**SUBJECT:** Heman Marion Sweat Travis County Courthouse Landscape, Irrigation, Lighting  
IFB No.: 1208-001-PS

Facilities Management Department (FMD) recommends award of the HMS Courthouse Landscape, Irrigation and Lighting Improvements Project in the amount of \$123,739.00 to the apparent low bidder, Fore Construction, Inc. Four general contractors bid on the subject project.

FMD has reviewed the bid tabulation and the alternate bid item and determined that the low bid is fair and reasonable. FMD is recommending award of the base bid with the alternate. The construction schedule is for 90 calendar days after the issuance of the Notice to Proceed. Funds for this project are in cost center – GL 114802000 and are encumbered under funds reservation document 300000220. 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 October 9, 2012. If approved, please issue a fully executed contract to Fore Construction 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

LS Leslie Stricklan, AIA, Senior Project Manager, FMD

Amy Lambert, AIA, LEED AP BD+C, Project Manager, FMD

John Pena, CTPM Purchasing Agent Assistant, TCPO

## Bid #1208-001-PS, FMD Project No. TCCH-73-11R-4M - HEMAN MARION SWEATT TRAVIS COUNTY COURTHOUSE LANDSCAPE IMPROVEMENTS

Creation Date **Aug 1, 2012**End Date **Sep 19, 2012 2:00:00 PM CDT**Start Date **Aug 29, 2012 11:59:59 AM CDT**Awarded Date **Not Yet Awarded**

1208-001-PS, FMD Project No. TCCH-73-11R-4M--01-01 Heman Marion Sweatt Travis County Courthouse Landscape Improvements					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">Fore Construction, Inc.</a>	<input checked="" type="checkbox"/> First Offer - \$121,539.00	1 / lump sum	\$121,539.00	Y	Y
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Enter Total Bid Amount in Words:</b> Provided price for Aternate No. 1, Purple Pipe for Gray-Water Re-Use, \$2200			
<a href="#">MARIO L. CARLIN MANAGEMENT, LLC</a>	<input checked="" type="checkbox"/> First Offer - \$173,250.00	1 / lump sum	\$173,250.00		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Enter Total Bid Amount in Words:</b> Did not provide price for Aternate No. 1, Purple Pipe for Gray-Water Re-Use			
<a href="#">AGH2O Holdings, LLC</a>	<input checked="" type="checkbox"/> First Offer - \$213,777.00	1 / lump sum	\$213,777.00		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Enter Total Bid Amount in Words:</b> Did not provide price for Aternate No. 1, Purple Pipe for Gray-Water Re-Use.			
<a href="#">G Creek Construction</a>	<input checked="" type="checkbox"/> First Offer - \$329,800.00	1 / lump sum	\$329,800.00		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Enter Total Bid Amount in Words:</b> Provided price for Aternate No. 1, Purple Pipe for Gray-Water Re-Use, \$2500.			
<a href="#">First Capital Environmental Services</a>	<del>First Offer - \$114,519.00</del>	1 / lump sum	<del>\$114,519.00</del>	Y	Y
<b>Product Code:</b> <b>Unit Amount Text:</b> One hundred and fourteen thousand five hundred and nineteen dollars <b>Total Amount Text:</b> One hundred and fourteen thousand five hundred and nineteen dollars <b>Agency Notes:</b> Fore Construction submitted their bid via First Capital Environmental Services account, instead of using their own. I have manually added Fore's bid and attached their bid that had been submitted. I then rejected First Capital Environmental Services, to be removed from the bidder's list. Due to an addition error on the Bid Proposal Worksheet, verified their bid total to be \$121,539.		<b>Supplier Product Code:</b> <b>Supplier Notes: Enter Total Bid Amount in Words:</b> One hundred and fourteen thousand five hundred and nineteen dollars and no hundred			

**Supplier Totals**

<b>MARIO L. CARLIN MANAGEMENT, LLC</b>		<b>\$173,250.00</b>
Bid Contact	<b>MARIO CARLIN</b> <b>MARIOCARLIN@AOL.COM</b> Ph 512-417-4795	Address <b>605 CANYON TRAIL CT</b> <b>ROUND ROCK, TX 78664</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>AGH2O Holdings, LLC</b>		<b>\$213,777.00</b>
Bid Contact	<b>James Lesko</b> <b>jlesko@austin.rr.com</b> Ph 512-484-7611	Address <b>3817 Bent Brook Dr</b> <b>Round Rock, TX 78664</b>

Qualifications <b>CISV SB</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>
<b><u>G Creek Construction</u></b>	<b>\$329,800.00</b>
Bid Contact <b>Steve Joyner</b> <b><u>steve@gcreek.com</u></b> <b>Ph 512-452-5640</b> <b>Fax 512-452-5640</b>	Address <b>P.O. Box 163764</b> <b>Austin, TX 78716</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>
<b><u>Fore Construction, Inc.</u></b>	<b>\$121,539.00</b>
Bid Contact <b>Leslie Schwertner</b> <b><u>info@foreci.com</u></b> <b>Ph 512-904-0790</b>	Address <b>150 Texas Avenue</b> <b>Suite 100</b> <b>Round Rock, TX 78664</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>
<b><u>First Capital Environmental Services</u></b>	<b>\$0.00</b>
Bid Contact <b>Aaron ARBOGUST</b> <b><u>aaron.a@cesaustin.com</u></b> <b>Ph 512-751-2763</b>	Address <b>10211 FM 969</b> <b>Austin, TX 78724</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>

**\*\*** All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

**AGREEMENT FOR CONSTRUCTION SERVICES  
CONTRACT NO. 4400001089**

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 **Fore Construction, Inc.** (the "Contractor").

**WHEREAS**, the Owner desires to enter into the Construction Contract for the Heman Marion Sweatt Travis County Courthouse Landscape, Irrigation and Lighting Improvements (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 "Heman Marion Sweatt Travis County Courthouse Landscape, Irrigation and Lighting Improvements"), IFB No. 1208-001-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 **\$250.00 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 **\$123,739.00** (the "Contract Sum"). The Contract Sum is comprised of (i) **\$65,200.00** 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) **\$58,539.00** 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, 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.

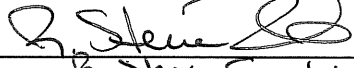
The effective date of this Construction Contract shall for all purposes be the date of the execution of the last to sign, whether the Owner or the Contractor.

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

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge  
Date: \_\_\_\_\_

FORE CONSTRUCTION, INC.

By:   
Name: K. Steve Franklin  
Title: President  
Date: 9-27-12

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

APPROVED AS TO FORM BY:

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

FUNDS VERIFIED BY:

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

COPY