



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 9, 2012

**Prepared By/Phone Number:** Jorge Talavera, CPPO, CPPB/854-9762;  
Marvin Brice, CPPB/854-9765

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve contract award for the 700 Lavaca Elevator #7 Upgrade, IFB No. 1208-006-JT, to the low bidder, Tejas Elevator Company.

➤ **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 contract requires the Contractor to provide labor, equipment, materials and supervision necessary for the removal and replacement of the existing elevator machine room equipment and hoistway equipment for Elevator #7, a 1978 Westinghouse traction elevator, at 700 Lavaca Street in Austin, Texas, as required to bring this elevator into compliance with current codes and regulations.

IFB 1208-006-JT was issued on August 29, 2012, to solicit bids for the project referenced above. After a total of sixteen (16) vendors were solicited, three (3) bids were received electronically in response to the solicitation when subject IFB opened on September 19, 2012, at 3:00 p.m. The low bidder is Tejas Elevator Company with a Base Bid of \$122,700. As a matter of interest to the Court, the reason there is zero HUB participation is that the Contractor will be self-performing the work so there are no available subcontracting opportunities.

Facilities Management Department (FMD) recommends that a contract be awarded to Tejas Elevator Company in the amount of \$122,700. FMD has determined that the price is fair and reasonable. Purchasing concurs with FMD's contract award recommendation.

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-Related Information:**

Award Amount: \$122,700

Contract Type: Construction

Contract Period: 180 Calendar Days after NTP issuance

➤ **Solicitation-Related Information:**

Solicitations Sent: 16

Responses Received: 3

HUB Information: 2

% HUB Subcontractor: 0

➤ **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: 300000235

Cost Center-G/L no'(s): 1140110000-522020, Fund 4068/4072

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: LAVA7-24-11C-4M**

**FILE: 703**

**TO:** Cyd V. Grimes, CPM, Purchasing Agent  
**FROM:** Roger A. El Khoury, M.S., P.E., Director  
**DATE:** September 25, 2012  
**SUBJECT:** 700 Lavaca Elevator #7 Upgrade  
IFB No.: 1208-006-JT

A handwritten signature in blue ink, reading "Roger A. El Khoury", is written over the "FROM:" line of the memorandum.

Facilities Management Department (FMD) recommends award of the 700 Lavaca Elevator #7 Upgrade base bid in the amount of \$122,700 to the low bidder, Tejas Elevator Company. Three contractors bid on the subject project. The bid was opened on September 19, 2012.

FMD has reviewed the attached bid tabulation and determined that the low bid is fair and reasonable. The construction schedule is for 180 calendar days after the issuance of the Notice to Proceed.

Funding for this Project is located in the Cost Center-G/L 1140110000-522020, Fund 4068/4072. Funds Reservation Document (FRD) 300000235 is in place for \$123,000. 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 Tejas Elevator Company. Please call Ken Gaede at extension 49894 if you have any questions.

## ATTACHMENTS:

1. Bid tabulation form

## COPY TO:

Leslie Browder, County Executive, PBO  
Amy Draper, CPA, Financial Manager, FMD  
Ken Gaede, AIA, Senior Project Manager, FMD *KG*  
Jorge Talavera, CPPO, CPPB, Purchasing Agent Assistant, TCPO

**TRAVIS COUNTY PURCHASING  
CONSTRUCTION CONTRACTS  
BID TABULATION FORM**


**BID NO.:** 1208-006-JT  
**DESCRIPTION:** 700 Lavaca Elevator #7 Upgrade  
**DEPARTMENT:** Travis County Facilities Management Department  
**CONTACT/NO.:** Ken Gaede 854-9894

**BID DATE:** September 19, 2012  
**OPEN TIME:** 3:00 p.m. CST  
**BIDS EXPIRE:** December 18, 2012

**BIDS SOLICITED:** 16  
**BIDS RECEIVED:** 3  
**HUBS SOLICITED:** 6  
**HUBS RECEIVED:** 2

	Bidder's Name	Base Bid	Bond	Add.	Eth.	Cert. Sec.	Safety	HUB Information	
								HUB	%
1	Tejas Elevator Company	\$122,700.00	X	X	X	X	X	No	0%
2	EMR, Inc.	\$128,941.00	X	X	X	X	X	Yes	0%
3	A&F Elevator Company, Inc.	\$179,895.00	X	X	X	X	X	Yes	0%
4									
5									
6									
7									
8									
9									
10									

Reviewed and Acknowledged By:

SIGNATURE	PRINT NAME	DATE
	JORGE TALAVERA	9/19/12

**Tejas Elevator Company**

Bid Contact **Courtney Niemtschk**  
[courtney@tejaselevator.com](mailto:courtney@tejaselevator.com)  
 Ph 512-280-9294

Address **4424-D Brandt**  
**Austin, TX 78744**

Item #	Line Item Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
1208-006-JT, FMD Project No. LAVA7-24-11C-4M--01-01	700 <b>Supplier</b> Lavaca <b>Product</b> Elevator <b>Code:</b> #7 Upgrade	<b>First Offer - \$122,700.00</b>	1 / lump sum	<b>\$122,700.00</b>	Y	Y
				<b>Text: one hundred twenty two thousand seven hundred dollars</b>		
				<b>Text: one hundred twenty two thousand seven hundred dollars</b>		
				<b>Supplier Total</b>	<b>\$122,700.00</b>	

**Tejas Elevator Company**

**Item: 700 Lavaca Elevator #7 Upgrade**

**Attachments**

700 bid bond.pdf



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**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we Tejas Elevator Company as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 9737 Great Hills Trail, Suite 320, Austin, Tx 78759, as surety, hereinafter called the "Surety," are held and firmly bound unto Travis County, 700 Lavaca, Austin, Texas as obligee, hereinafter called the Obligee, in the sum of Five Percent of Greatest Amount of Bid Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the principal has submitted a bid for Elevator #7 Upgrade.

**NOW, THEREFORE**, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

**PROVIDED, HOWEVER**, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 19<sup>th</sup> day of September, 2012.

Tejas Elevator Company  
(Principal)

BY: [Signature]

TITLE: PRESIDENT

SureTec Insurance Company

BY: [Signature]  
Sophinie Hunter, Attorney-in-Fact

POA #: 4221049

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Clinton Norris, David C. Oxford, Peggy G. Hogan, Rudolph Norris,  
Sherrel M. Breazeale, Sophinie Hunter, Stephen J. Rickenbacher, Steven Lott, W. Bert Duckett

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

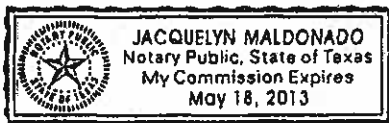
SURETEC INSURANCE COMPANY

By:   
John Knox Jr., President

State of Texas                    ss:  
County of Harris



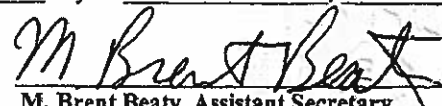
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 19<sup>th</sup> day of September, 2012, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



<p style="text-align: center;"><b>SureTec Insurance Company</b> <b>THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</b></p>
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**Statutory Complaint Notice**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-475-1771

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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**Terrorism Risks Exclusion**

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

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**Exclusion of Liability for  
Mold, Mycotoxins, Fungi & Environmental Hazards**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

**Supplier: Tejas Elevator Company**



SOLICITATION NO. 1208-006-JT, FMD Project No. LAVA7-24-11C-4M

700 Lavaca Elevator #7 Upgrade

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DOCUMENTS ARE DUE PRIOR TO:

Sep 19, 2012 3:00:00 PM CDT

LATE BIDS WILL BE RETURNED UNOPENED

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DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY TO:

[www.bidsync.com](http://www.bidsync.com)

DOCUMENTS MAY BE MAILED OR DELIVERED TO :

Travis County Purchasing Office  
700 Lavaca Street, Suite 800  
Austin TX 78701

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Bids will be opened publicly and read in the Office of the Travis County Purchasing Agent. If mailed or delivered in person, write the bid number on the envelope in the lower left corner.

Time Critical Bid/Proposal Deliveries: Travis County does not guarantee that any bid/proposal sent Priority Mail will be picked up and delivered by the closing date and time. It is recommended that critical bid/proposal deliveries be made either electronically or in person.

## AGREEMENT FOR CONSTRUCTION SERVICES

CONTRACT NO. 4400001136; IFB NO. 1208-006-JT

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 Tejas Elevator Company (the "Contractor").

**WHEREAS**, the Owner desires to enter into the Construction Contract for the construction of 700 Lavaca Elevator #7 Upgrade (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 700 Lavaca Elevator #7 Upgrade, Travis County Texas, IFB No. 1208-006-JT; 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 700 Lavaca Elevator #7 Upgrade, Travis County Texas, IFB No. 1208-006-JT, 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 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 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 \$200.00 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 \$122,700.00 (the "Contract Sum"). The Contract Sum is comprised of (i) \$74,300.00 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) \$48,400.00 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

TEJAS ELEVATOR COMPANY

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

By: C. Nierentsch  
Name: Courtney Nierentsch  
Title: Account Rep  
Date: 7/26/12

APPROVED AS TO FORM BY:

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

FUNDS VERIFIED BY:

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

APPROVED BY PURCHASING AGENT:

\_\_\_\_\_  
County Purchasing Agent