



Travis County Commissioners Court Agenda Request

Meeting Date: 10/23/2012, 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 TRAVIS COUNTY CORRECTIONAL COMPLEX, BUILDING NO. 106 - HYDRONIC BOILER REPLACEMENT, IFB NO. 1206-001-JE, TO THE LOW BIDDER THERMAL MECHANICAL 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. 1206-001-JE, Travis County Correctional Complex, Building No. 106–Hydronic Boiler Replacement, was issued on September 11, 2012. This project consists of construction work to remove and replace a hydronic condensing boiler at the Travis County Correctional Complex for Building No. 106 located at 3614 Bill Price Road, Del Valle, Texas 78617. This contract requires the contractor to provide labor, equipment, materials, supervision and related incidentals to complete the required work.
- Of the forty-two (42) bids either downloaded or viewed via Travis County’s third party e-procurement vendor system, BidSync, three (3) bids were received in response to this solicitation when subject IFB was opened on October 3, 2012 at 2:00 P.M., CST. The apparent low bidder was Thermal Mechanical Contractors, Inc. in the amount of \$71,300.00 for the Base Bid. The next low bid was from Climate Solutions in the amount of \$81,729.00.
- The Travis County Sheriff’s Office (TCSO) is recommending, with the Purchasing Office concurrence, contract award to Thermal Mechanical Contractors, Inc. in the amount of \$71,300.00 as the lowest responsive and responsible bidder. TCSO 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: \$71,300.00

Contract Type: Construction

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

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

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 42

Responses Received: 3

HUB Information: Yes

% HUB Subcontractor: Less than 1%

➤ **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:**

Funds Reservation: 300000241

Cost Center:

Comments:



GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

JAMES N. SYLVESTER
Chief Deputy

PHYLLIS CLAIR
Major – Law Enforcement

DARREN LONG
Major – Corrections

MARK SAWA
Major - Administration & Support

DATE: October 8, 2012

TO: Cyd Grimes

FROM: Wallace Sefcik

A handwritten signature in blue ink that reads "Wallace E Sefcik".

SUBJECT: Award Thermal and Proceed with TCCC Bldg 106, Hydronic Boiler Replacement
Funds Reservation # 30000241
TCSO Work Order # 211668

The TCSO Maintenance Section has reviewed the bids and recommends the low bidder, Thermal Mechanical Contractors, Inc., to perform the required work as per the scope of work identified in the solicitation.

If you have any questions please call.

Thanks,
Wallace Sefcik
Travis County Sheriff's Office
Building Maintenance Division Manager
3614 Bill Price Road
Del Valle, TX. 78617
Phone 512-854-5216

CC: Maria Wedhorn
Marvin Brice
John Pena
Captain Wes Priddy
Captain Michael Gottner
Michael Herman

TRAVIS COUNTY PURCHASING
CONSTRUCTION CONTRACTS
BID TABULATION FORM

SOLICITATION NO.: Bid No.: 1206-001-JE **CONTRACT NO.:** TBD
DESCRIPTION: Travis County Correctional Complex, Building No. 106
Hydronic Boiler Replacement
DEPARTMENT: Travis County Correctional Complex
CONTACT/NO.: Wallace Sefcik @ 854-5216

BID ISSUE DATE: September 11, 2012
BID DUE DATE: October 3, 2012
OPEN TIME: 2:00 P.M., CST
BIDS EXPIRE: January 2, 2013

BIDS INVITED: 3881 (Via BidSync)*
* Two Advertisement dates in local publication: 9/14/12 and 9/21/12
BIDS VIEWED: 42 (Via BidSync)
BIDS PICKED-UP VIA PURCHASING OFFICE: 2
BIDS RECEIVED: 3 BidSync & Hardcopy
HUBS SOLICITED: 2 (Via BidSync)
HUBS RECEIVED: 1

Bidder's Name	Base Bid	Item Response Form	Construction Respondent Form	Bid Security	Ethics Affidavit (Attachment 1 & 2)	Safety Record Questionnaire	HUB Program Requirements	Certificate of Secretary	Acknowledge Addendum No. 1	This Field Left Blank	This Field Left Blank	This Field Left Blank	This Field Left Blank	This Field Left Blank	This Field Left Blank	This Field Left Blank	This Field Left Blank
Climate Solutions (Cedar Park, TX)	\$81,729.00	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX
Hot Rod Mechanical, Inc.* (Austin, TX)	\$96,453.00	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX
Thermal Mechanical Contractors, Inc. (Manor, TX)	\$71,300.00	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX

SIGNATURE _____ **PRINT NAME**
Original Signature on File with Purchasing Office

John E. Pena, CTPM, Purchasing Agent Assistant

DATE
3-Oct-12

* HUB - Historically Underutilized Business

AGREEMENT FOR CONSTRUCTION SERVICES

CONTRACT NO.: 4400001152

BID NO.: 1206-001-JE

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 Thermal Mechanical Contractors, Inc. (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the construction of the **Travis County Correctional Complex, Building No. 106 – Hydronic Boiler Replacement** (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 Bid (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or Plans marked **Travis County Correctional Complex, Building No. 106 – Hydronic Boiler Replacement** Travis County Texas, **Bid No. 1206-001-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 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 **Travis County Correctional Complex, Building No. 106 – Hydronic Boiler Replacement** Travis County Texas, **Bid No. 1206-001-JE**, 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 **\$71,300.00** (the "Contract Sum"). The Contract Sum is comprised of **(i) \$54,947.00** 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) \$16,353.00** 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 Architect/Engineer, 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

THERMAL MECHANICAL CONTRACTORS, INC.

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

By: James L. Brown
Name: James L. Brown
Title: President
Date: 10-9-12

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

APPROVED BY PURCHASING AGENT:

County Purchasing Agent