



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 23, 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 TRAVIS COUNTY EXPOSITION CENTER, ARENA HVAC CONTROLS, IFB NO. 1207-006-PS, TO THE LOW BIDDER, COMPUTROLS, 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 replacing the existing HVAC controls with new controls at the Travis County Exposition Center Arena building.

Subject IFB was opened September 26, 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, Computrols, Inc. for a total of \$45,000.00.

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

- **Contract-Related Information:**

Award Amount: \$45,000.00

Contract Type: Construction

Contract Period: 60 calendar days

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

Modification Amount:

Modification Type:

Modification Period:

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.

➤ **Solicitation-Related Information:**

Solicitations Sent: 33

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: 300000337

Cost Center(s): 114009001

Comments:



*Patrick  
10-8-12  
YMA*

# FACILITIES MANAGEMENT DEPARTMENT

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

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

## MEMORANDUM

**Project No:** EXPO-23-12F-1M

**File:** 703

**TO:** Cyd Grimes, CPM, Purchasing Agent  
**FROM:** Roger A. El Khoury, M.S., P.E., Director  
**DATE:** October 4, 2012  
**SUBJECT:** Travis County Exposition Center  
Arena HVAC Controls  
Award Recommendation, Bid # 1207-006-PS

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

Facilities Management Department (FMD) recommends award of a contract to replace the existing Arena HVAC controls with new controls to the apparent low bidder, Computrols, Inc. Four bids have been reviewed and the low bid of \$45,000 was determined to be fair and reasonable. Performance period is 60 calendar days from issuance of notice to proceed and the liquidated damages is \$250 per day. Facilities Management Department recommends approval.

Funds are in cost center 114009001, product code 72152500, and are encumbered under funds reservation document # 300000337.

If approved, please execute a contract with Computrols, Inc. We appreciate your assistance with this request. Please direct questions to Lloyd Evans by email or phone @ 4-4773.

### ATTACHMENT:

- 1) Bid Tabulation Document

### COPY:

Leslie Browder, County Executive, PBO  
Lloyd Evans, Maintenance Division Director, FMD  
Amy Draper, C.P.A., Financial Manager, FMD  
Marvin Brice, CPPB, Assistant Purchasing Agent, Purchasing Office

RECEIVED  
TRAVIS COUNTY  
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OFFICE  
2012 OCT -4 PM 3:31

## Bid #1207-006-PS, FMD Project: EXPO-23-12F-1M - TRAVIS COUNTY EXPOSITION CENTER, ARENA HVAC CONTROLS

Creation Date **Jul 18, 2012**

End Date **Sep 26, 2012 2:00:00 PM CDT**

Start Date **Sep 5, 2012 2:42:57 PM CDT**

Awarded Date **Not Yet Awarded**

1207-006-PS, FMD Project: EXPO-23-12F-1M--01-01 TRAVIS COUNTY EXPO CENTER, ARENA HVAC CONTROLS					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Computrols, Inc</u>	First Offer - \$45,000.00	1 / lump sum	\$45,000.00	Y	Y
<b>Product Code:</b> <b>Unit Amount Text:</b> Forty Five Thousand Dollars <b>Total Amount Text:</b> Forty Five Thousand Dollars <b>Agency Notes:</b>		<b>Supplier Product Code:</b> 031-26 <b>Supplier Notes:</b> Computrols proposes to provide and install a new building automation system as per project documents.			
<u>Entech Sales and Service</u>	First Offer - \$69,392.00	1 / lump sum	\$69,392.00	Y	Y
<b>Product Code:</b> <b>Unit Amount Text:</b> sixty nine thousand three hundred ninety two dollars and zero cents <b>Total Amount Text:</b> sixty nine thousand three hundred ninety two dollars and zero cents <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>Cohesive Automation [Ad]</u>	 First Offer - \$84,900.00	1 / lump sum	\$84,900.00		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:</b>			
<u>JOHNSON CONTROLS</u>	First Offer - \$98,625.00	1 / lump sum	\$98,625.00	Y	Y
<b>Product Code:</b> <b>Unit Amount Text:</b> Ninety Eight Thousand Six Hundred Twenty Five Dollars and zero cents <b>Total Amount Text:</b> Ninety Eight Thousand Six Hundred Twenty Five Dollars and zero cents <b>Agency Notes:</b>		<b>Supplier Product Code:</b> Lump Sum for Controls <b>Supplier Notes:</b>			

**Supplier Totals**

<b>Computrols, Inc</b>		<b>\$45,000.00</b>
Bid Contact <b>Edward Rodriguez</b> <b>Engineering@computrols.com</b> Ph 504-529-1413	Address <b>221 Bark Drive</b> <b>Harvey, LA 70058</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Entech Sales and Service</b>		<b>\$69,392.00</b>
Bid Contact <b>Andrew Bruch</b> <b>andy.bruch@entechsales.com</b> Ph 512-719-5191	Address <b>2136 Rutland Dr</b> <b>Austin, TX 78758</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Cohesive Automation [Ad]</b>		<b>\$84,900.00</b>
Bid Contact <b>Greg Lockhart</b> <b>chrishill@cohesiveautomation.com</b> Ph 512-358-0703 Fax 512-440-0703	Address <b>4109 Todd Lane, Suite 100</b> <b>Austin, TX 78744</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>JOHNSON CONTROLS</b>		<b>\$98,625.00</b>
Bid Contact <b>MATT SULLIVAN</b> <b>Wesley.a.ferry@jci.com</b> Ph 512-339-5753	Address <b>11500 METRIC BLVD</b> <b>AUSTIN, TX 78758</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. 4400001090**

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 **Computrols, Inc.** (the "Contractor").

**WHEREAS**, the Owner desires to enter into the Construction Contract for the Travis County Exposition Center, Arena HVAC Controls (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 Exposition Center, Arena HVAC Controls"), IFB No. 1207-006-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 **60 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 **\$45,000.00** (the "Contract Sum"). The Contract Sum is comprised of (i) **\$28,232.68** 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) **\$16,767.32** 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: \_\_\_\_\_

COMPUTROLS, INC.

By: Bonnie L. Frey  
Name: BONNIE L. FREY  
Title: SECRETARY/TREASURER  
Date: 10/9/12

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

APPROVED AS TO FORM BY:

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

FUNDS VERIFIED BY:

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