



## **Travis County Commissioners Court Agenda Request**

**Meeting Date:** November 27, 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 CORRECTIONAL COMPLEX BUILDING 140 ROOF REPLACEMENT, IFB NO. 1210-001-PS, TO THE LOW BIDDER, QA CONSTRUCTION SERVICES, 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 a roof replacement for Building 140 in the Travis County Correctional Complex.

Subject IFB was opened November 7, 2012, with four (4) bids received in response to the solicitation. The Sheriff's Office has reviewed the bids and recommends, and Purchasing concurs with the award of the contract to the low bidder, QA Construction Services, Inc. for a total of \$538,745.00. The total consists of the base bid of \$485,000.00, the Alternate 1 bid of \$26,995.00 (Apply joint sealant at exterior windows), and the Alternate 2 bid of \$26,750.00 (Pressure wash and seal exterior masonry).

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

- **Contract-Related Information:**

Award Amount: \$538,745.00

Contract Type: Construction

Contract Period: 120 working 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: 41

Responses Received: 4

HUB Information: No\*

% HUB Subcontractor: 0.00%

\*Contractor is not a HUB and will be self-performing the project work with materials being supplied by non-HUB subcontractors.

➤ **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 in SAP: 1000002102

Cost Center(s): 1378000001

Comments:

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JAMES N. SYLVESTER  
Chief Deputy



**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

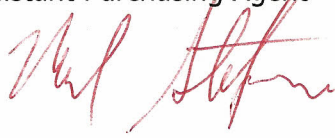
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
www.tcsheriff.org

DARREN LONG  
Major - Corrections

PHYLLIS CLAIR  
Major - Law Enforcement

MARK SAWA  
Major - Administration & Support

**MEMORANDUM**

**TO:** Patrick Strittmatter, Construction A & E Procurement Specialist  
**Via:** Marvin Brice, CPPB, Assistant Purchasing Agent  
**FROM:** Mark Stefanov, P.E.   
**DATE:** November 14, 2012  
**SUBJECT:** Award Recommendation Memo for 1210-001-PS

This is the Award Recommendation for the TCCC B140 (2) Roof Replace. It should be awarded to the low bidder, QA Construction Services, Inc. This recommendation includes the base bid and alternates #1 and #2 for a total of \$538,745.00. The contingency should cover the probable additional unit costs and will be addressed via change order. If additional funding is found, a change order may be created to cover Alternate #3. The liquidated damages for not meeting substantial completion will be \$100 per day.

Square Feet:	37,100
<b>TOTAL PROJECT BUDGET:</b>	\$605,000
Design:	\$39,954
Testing	\$5,000
Repairs:	\$538,745
4% Contingency	\$21,301
Construction+ 4%:	\$560,046
Contingency used	\$0
	\$605,000
\$/Sq.Ft.:	\$16

Sheriff's Office Work Order number: **235261**  
Sheriff's Office MicroMain Request number: **5738**  
Shopping Cart number: **1000002102**  
Cost Center: **1378000001**  
Estimated schedule: **120 Days**

Please contact me with any questions at 45321. Your assistance in this matter will be greatly appreciated.

**CC:** Sheriff's Office Engineer's File  
Ron Rizzato (memo only)  
Major Long (memo only)



*Safety, Integrity, Tradition of Service*

## Bid #1210-001-PS - Travis County Correctional Complex (TCCC) B140 (2) Roof Replacement

Creation Date Oct 8, 2012

End Date Nov 7, 2012 2:00:00 PM CST

Start Date Oct 17, 2012 7:46:50 AM CDT

Awarded Date Not Yet Awarded

1210-001-PS--01-01 TCCC B140 (2) Roof Replacement Base Bid					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">OA CONSTRUCTION SERVICES, INC.</a>	First Offer - \$485,000.00	1 / lump sum	\$485,000.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: Type Bid Amount in Words:			
<a href="#">A.D. WILLIS CO., INC.</a>	First Offer - \$539,320.00	1 / lump sum	\$539,320.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: Type Bid Amount in Words:			
<a href="#">CS ADVANTAGE USAA, INC. [Ad]</a>	First Offer - \$670,000.00	1 / lump sum	\$670,000.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: Type Bid Amount in Words:			
<a href="#">Rain Seal Master Roofing &amp; Sheet Metal, Inc.</a>	First Offer - \$785,500.00	1 / lump sum	\$785,500.00	Y	Y
Product Code: Unit Amount Text: Seven Hundred Eight Five Thousand Five Hundred Dollars Total Amount Text: Seven Hundred Eighty Five Thousand Five Hundred Dollars Agency Notes:		Supplier Product Code: Base Bid Amount Supplier Notes: Type Bid Amount in Words: Seven Hundred Eighty Five Thousand Five Hundred Dollars			
<a href="#">Rain Seal Master Roofing &amp; Sheet Metal, Inc.</a>	<del>Alt 4 - \$8.50</del>	1 / lump sum	<del>\$8.50</del>		Y
Product Code: Unit Amount Text: Eight Dollars and Fifty Cents Total Amount Text: Eight Dollars and Fifty Cents Agency Notes: Is 1 of 3 Bid Unit Prices. Vendor did not submit Bid Proposal Worksheet.		Supplier Product Code: U1-Unit Price 1 Supplier Notes: Type Bid Amount in Words: Eight Dollars and Fifty Cents Replacement of Damaged Existing Wood Nailers			
<a href="#">Rain Seal Master Roofing &amp; Sheet Metal, Inc.</a>	<del>Alt 6 - \$9.50</del>	1 / lump sum	<del>\$9.50</del>		Y
Product Code: Unit Amount Text: Nine Dollars and Fifty Cents Total Amount Text: Nine Dollars and Fifty Cents Agency Notes: Is 1 of 3 Bid Unit Prices. Vendor did not submit Bid Proposal Worksheet.		Supplier Product Code: U3-Unit Price 3 Supplier Notes: Type Bid Amount in Words: Nine Dollars and Fifty Cents REplacement of Water Damaged Insulation on Area #1			
<a href="#">Rain Seal Master Roofing &amp; Sheet Metal, Inc.</a>	<del>Alt 5 - \$65.00</del>	1 / lump sum	<del>\$65.00</del>		Y
Product Code: Unit Amount Text: Sixty Five Dollars Total Amount Text: Sixty Five Dollars Agency Notes: Is 1 of 3 Bid Unit Prices. Vendor did not submit Bid Proposal Worksheet.		Supplier Product Code: U2-Unit Price 2 Supplier Notes: Type Bid Amount in Words: Sixty Five Dollars Replacement of Damaged Concrete Decking			
<a href="#">Rain Seal Master Roofing &amp; Sheet Metal, Inc.</a>	<del>Alt 2 - \$25,500.00</del>	1 / lump sum	<del>\$25,500.00</del>		Y
Product Code: Unit Amount Text: Twenty Five Thousand Five Hundred Dollars Total Amount Text: Twenty Five Thousand Five Hundred Dollars Agency Notes: Is 1 of 3 Bid Alternates. Vendor did not submit Bid Proposal Worksheet.		Supplier Product Code: A2-Alternate #2 Supplier Notes: Type Bid Amount in Words: Twenty Five Thousand Five Hundred Dollars Pressure wash and seal masonry			
<a href="#">Rain Seal Master Roofing &amp; Sheet Metal, Inc.</a>	<del>Alt 1 - \$28,500.00</del>	1 / lump sum	<del>\$28,500.00</del>		Y
Product Code: Unit Amount Text: Twenty Eight Thousand Five Hundred Dollars Total Amount Text: Twenty Eight Thousand Five Hundred Dollars Agency Notes: Is 1 of 3 Bid Alternates. Vendor did not submit Bid Proposal Worksheet.		Supplier Product Code: A1-Alternate #1 Supplier Notes: Type Bid Amount in Words: Twenty Eight Thousand Five Hundred Dollars Joint Sealant at exterior windows			

<a href="#">Rain Seal Master Roofing &amp; Sheet Metal, Inc.</a>	<del>Alt 3 - \$59,000.00</del>	1 / lump sum	<del>\$59,000.00</del>	Y
<b>Product Code:</b> <b>Unit Amount Text:</b> Fifty Nine Thousand Dollars <b>Total Amount Text:</b> Fifty Nine Thousand Dollars <b>Agency Notes:</b> Is 1 of 3 Bid Alternates. Vendor did not submit Bid Proposal Worksheet.		<b>Supplier Product Code:</b> A3-Alternate #3 <b>Supplier Notes: Type Bid Amount in Words:</b> Fifty Nine Thousand Dollars Furnish and Install Rolling Overhead Security Door		

Supplier Totals

<a href="#">OA CONSTRUCTION SERVICES, INC.</a>		\$485,000.00
Bid Contact <b>MARCOS GUTIERREZ</b> <a href="mailto:mq@gasystems.com">mq@gasystems.com</a> Ph 512-637-6120 Fax 512-637-8811	Address <b>5811 Blue Bluff Road</b> <b>AUSTIN, TX 78724</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<a href="#">A.D. WILLIS CO., INC.</a>		\$539,320.00
Bid Contact <b>BENNY OGLE</b> <a href="mailto:benny.ogle@adwillis.com">benny.ogle@adwillis.com</a> Ph 512-385-3993	Address <b>4266 FELTER LANE</b> <b>AUSTIN, TX 78744</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<a href="#">CS ADVANTAGE USAA, INC. [Ad]</a>		\$670,000.00
Bid Contact <b>OSCAR GALVAN</b> <a href="mailto:o_ggalvan@hotmail.com">o_ggalvan@hotmail.com</a> Ph 210-771-0720 Fax 210-579-2157	Address <b>P.O. BOX 12407</b> <b>COLLEGE STATION, TX 77842</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<a href="#">Rain Seal Master Roofing &amp; Sheet Metal, Inc.</a>		\$785,500.00
Bid Contact <b>Juan Lozano, Sr.</b> <a href="mailto:ramon@rsminc1.com">ramon@rsminc1.com</a> Ph 361-576-0926	Address <b>2306 Port Lavaca Dr.</b> <b>Victoria, TX 77901</b>	
Qualifications <b>CISV HUB MBE SB TX</b> Bid Notes <b>Please look at the Alternate Amounts individually. If any are taken. Please disregard the Alternate Base price Differential calculations, bidsync system calculates the alternates in a different manor.</b>		
<b>Agency Notes:</b>	<b>Supplier Notes:</b> Please look at the Alternate Amounts individually. If any are taken. Please disregard the Alternate Base price Differential calculations, bidsync system calculates the alternates in a different manor.	

\*\*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. 4400001088**

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 QA Construction Services, Inc. (the "Contractor").

**WHEREAS**, the Owner desires to enter into the Construction Contract for the Travis County Correctional Complex Building 140 Roof 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 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 Correctional Complex (TCCC) B140 (2) Roof Replacement"), IFB No. 1210-001-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 **120 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 **\$100.00 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 **\$538,745.00** (the "Contract Sum"). The Contract Sum is comprised of (i) **\$315,445.00** 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) **\$223,300.00** 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 Sheriff's Office, 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: \_\_\_\_\_

QA CONSTRUCTION SERVICES, INC.  
  
By: \_\_\_\_\_  
Name: KEVIN CARLSON  
Title: MANAGER  
Date: 11/15/12

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

APPROVED AS TO FORM BY:

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

FUNDS VERIFIED BY:  
\_\_\_\_\_  
County Auditor

COPY