



## Travis County Commissioners Court Agenda Request

**Meeting Date:** July 30, 2013

**Prepared By/Phone Number:** Jesus Angel Gómez/854-1187; 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 TCCC B140-B160 Remodel Control Room Countertops, IFB No. 1211-004-AG, to the sole 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 contract requires the Contractor to provide labor, equipment, materials and supervision necessary for the renovations, modifications and installation of new countertops for the controls rooms at the Travis County Correction Complex Buildings 140 and 160, 3614 Bill Price Road, Del Valle, Texas.

IFB 1211-004-AG was issued on April 10, 2013, to solicit bids for the project referenced above. After a total of twenty-four (24) vendors were solicited, one (1) bid was received electronically in response to the solicitation when subject IFB opened on May 1, 2013, at 2:00 p.m. The sole bidder was from QA Construction Services, Inc., with a Base Bid of \$7,750, and eight (8) Alternative Bids Items totalling \$52,900 for a total of \$60,650. Potential bidders that did not submit a bid were contacted in an effort to determine why. One indicated they could not provide the service, another stated their current workload did not allow for an additional project and the last indicated it was outside their scope work. 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.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to David Salazar in the County Judge's office, [David.Salazar@co.travis.tx.us](mailto:David.Salazar@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

Project was estimated at \$55,371.00. Travis County Sheriff's Office (TCSO) Engineer recommends that a contract be awarded to QA Construction Services, Inc., in the amount of \$60,650 (Base Bid and all Alternates). Bid is within 8.8% of the estimated cost. TCSO has determined that the price is fair and reasonable. Purchasing concurs with TCSO's contract award recommendation.

➤ **Contract-Related Information:**

Award Amount: \$60,650

Contract Type: Construction

Contract Period: 90 Calendar Days after NTP issuance

➤ **Solicitation-Related Information:**

Solicitations Sent: 24

Responses Received: 1

HUB Information: 0

% 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:**

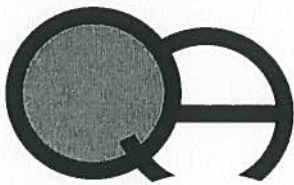
Shopping Cart in SAP: 1000036161

Cost Center-G/L no'(s): 1370440000-522020

1378000001-522020

Comments:

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construction services

QA Construction Services, Inc.  
5811 Blue Bluff Road  
Austin, TX 78724  
Phone 512-637-6120  
Fax 512-637-8811

May 8, 2013

Travis County  
700 Lavaca Street, Ste 800  
Austin, TX 78701

RE: B1211-004-AG - TCCC B140-B160 REMODEL CONTROL ROOM COUNTERTOPS

Dear Mr. Gomez:

Regarding the conversation we had about the counter-tops bid, as I explained to you, the day of the bid we got confused with respect to the amount of counter-tops per room. Therefore, I have prepared a spreadsheet that reflects the new prices corrected.

Please, see below.

If you find everything correct, please take this as the new corrected price.

<u>TCSO#</u>	<u>DRAWING NUMBER</u>	<u>QUOTED PRICE</u>
229916	1-110	\$7,750.00
229916	1-111	6,450.00
229916	1-112	6,450.00
229916	1-113	6,450.00
229916	1-114	6,450.00
229916	1-115	7,750.00
229920	1-116	6,450.00
229920	1-117	6,450.00
229920	1-118	6,450.00
TOTAL		<u><u>\$60,650.00</u></u>

Sincerely,

Marcos Gutierrez  
President  
QA Construction Services, Inc.

RECEIVED  
TRAVIS COUNTY  
PURCHASING  
OFFICE  
2013MAY -8 PM12:15

**BID #B1211-004-AG- TCCC B140-B160 REMODEL CONTROL ROOM  
COUNTERTOPS**

<u>TCSO#</u>	<u>DRAWING NUMBER</u>	<u>QUOTED PRICE</u>
229916	1-110	\$7,750.00
229916	1-111	6,450.00
229916	1-112	6,450.00
229916	1-113	6,450.00
229916	1-114	6,450.00
229916	1-115	7,750.00
229920	1-116	6,450.00
229920	1-117	6,450.00
229920	1-118	6,450.00
	<b>TOTAL</b>	<b><u><u>\$60,650.00</u></u></b>

## Bid #B1211-004-AG - TCCC B140-B160 REMODEL CONTROL ROOM COUNTERTOPS

Creation Date Nov 9, 2012

End Date May 1, 2013 2:00:00 PM CDT

Start Date Apr 10, 2013 3:37:07 PM CDT

Awarded Date Not Yet Awarded

B1211-004-AG--01-01 1211-004-AG, DRAWING 1-110; B140 (2) CONTROL ROOM						
Supplier	Unit Price	Qty/Unit	Total Price	Difference	Attch.	Docs
<a href="#">OA CONSTRUCTION SERVICES, INC.</a>	First Offer - \$27,450.00	1 / lump sum	\$27,450.00	\$0.00		Y
Base Product Code:		Supplier Product Code:				
Unit Amount Text: Twenty seven four hundred fifty		Supplier Notes:				
Total Amount Text: Twenty seven four hundred fifty						
Agency Notes:						
B1211-004-AG--01-01-01 Alternate A1, DRAWING 1-111; B140 POST A						
Supplier	Unit Price	Qty/Unit	Total Price	Difference	Attch.	Docs
<a href="#">OA CONSTRUCTION SERVICES, INC.</a>	First Offer - \$7,750.00	1 / lump sum	\$7,750.00	(\$19,700.00)		Y
Option Product Code:		Supplier Product Code:				
Base Title: 1211-004-AG, DRAWING 1-110; B140 (2) CONTROL ROOM		Supplier Notes:				
Unit Amount Text: Seven Thousand seven hundred fifty						
Total Amount Text: Seven Thousand seven hundred fifty						
Agency Notes:						
B1211-004-AG--01-01-02 Alternate A2, DRAWING 1-112; B140 POST B						
Supplier	Unit Price	Qty/Unit	Total Price	Difference	Attch.	Docs
<a href="#">OA CONSTRUCTION SERVICES, INC.</a>	First Offer - \$7,750.00	1 / lump sum	\$7,750.00	(\$19,700.00)		Y
Option Product Code:		Supplier Product Code:				
Base Title: 1211-004-AG, DRAWING 1-110; B140 (2) CONTROL ROOM		Supplier Notes:				
Unit Amount Text: Seven Thousand seven hundred fifty						
Total Amount Text: Seven Thousand seven hundred fifty						
Agency Notes:						
B1211-004-AG--01-01-03 Alternate A3, DRAWING 1-113; B140 POST G						
Supplier	Unit Price	Qty/Unit	Total Price	Difference	Attch.	Docs
<a href="#">OA CONSTRUCTION SERVICES, INC.</a>	First Offer - \$6,450.00	1 / lump sum	\$6,450.00	(\$21,000.00)		Y
Option Product Code:		Supplier Product Code:				
Base Title: 1211-004-AG, DRAWING 1-110; B140 (2) CONTROL ROOM		Supplier Notes:				
Unit Amount Text: Six thousand four hundred fifty						
Total Amount Text: Six thousand four hundred fifty						
Agency Notes:						
B1211-004-AG--01-01-04 Alternate A4, DRAWING 1-114; B140 POST H						
Supplier	Unit Price	Qty/Unit	Total Price	Difference	Attch.	Docs
<a href="#">OA CONSTRUCTION SERVICES, INC.</a>	First Offer - \$6,450.00	1 / lump sum	\$6,450.00	(\$21,000.00)		Y
Option Product Code:		Supplier Product Code:				
Base Title: 1211-004-AG, DRAWING 1-110; B140 (2) CONTROL ROOM		Supplier Notes:				
Unit Amount Text: Six thousand four hundred fifty						
Total Amount Text: Six thousand four hundred fifty						
Agency Notes:						
B1211-004-AG--01-01-05 Alternate A5, DRAWING 1-115; B160 (3) CONTROL ROOM						
Supplier	Unit Price	Qty/Unit	Total Price	Difference	Attch.	Docs
<a href="#">OA CONSTRUCTION SERVICES, INC.</a>	First Offer - \$23,250.00	1 / lump sum	\$23,250.00	(\$4,200.00)		Y
Option Product Code:		Supplier Product Code:				
Base Title: 1211-004-AG, DRAWING 1-110; B140 (2) CONTROL ROOM		Supplier Notes:				
Unit Amount Text: Twenty three thousand two hundred fifty						
Total Amount Text: Twenty three thousand two hundred fifty						
Agency Notes:						
B1211-004-AG--01-01-06 Alternate A6, DRAWING 1-116; B160 POST A						

Supplier	Unit Price	Qty/Unit	Total Price	Difference	Attch.	Docs
<a href="#">QA CONSTRUCTION SERVICES, INC.</a>	First Offer - \$7,750.00	1 / lump sum	\$7,750.00	(\$19,700.00)		Y
<b>Option Product Code:</b> Base Title: 1211-004-AG, DRAWING 1-110; B140 (2) CONTROL ROOM Unit Amount Text: Seven Thousand seven hundred fifty Total Amount Text: Seven Thousand seven hundred fifty Agency Notes:		<b>Supplier Product Code:</b> Supplier Notes:				
<b>B1211-004-AG--01-01-07 Alternate A7, DRAWING 1-117; B160 POST B</b>						
Supplier	Unit Price	Qty/Unit	Total Price	Difference	Attch.	Docs
<a href="#">QA CONSTRUCTION SERVICES, INC.</a>	First Offer - \$7,750.00	1 / lump sum	\$7,750.00	(\$19,700.00)		Y
<b>Option Product Code:</b> Base Title: 1211-004-AG, DRAWING 1-110; B140 (2) CONTROL ROOM Unit Amount Text: Seven Thousand seven hundred fifty Total Amount Text: Seven Thousand seven hundred fifty Agency Notes:		<b>Supplier Product Code:</b> Supplier Notes:				
<b>B1211-004-AG--01-01-08 Alternate A8, DRAWING 1-118; B160 POST C</b>						
Supplier	Unit Price	Qty/Unit	Total Price	Difference	Attch.	Docs
<a href="#">QA CONSTRUCTION SERVICES, INC.</a>	First Offer - \$7,750.00	1 / lump sum	\$7,750.00	(\$19,700.00)		Y
<b>Option Product Code:</b> Base Title: 1211-004-AG, DRAWING 1-110; B140 (2) CONTROL ROOM Unit Amount Text: Seven Thousand seven hundred fifty Total Amount Text: Seven Thousand seven hundred fifty Agency Notes:		<b>Supplier Product Code:</b> Supplier Notes:				

Supplier Totals

<a href="#">QA CONSTRUCTION SERVICES, INC.</a>	\$102,350.00 (9/9 items)
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>
Agency Notes:	Supplier Notes:

\*\*



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:** Angel Gomez, Purchasing Agent Asst IV

**FROM:** Mark Stefanov, P.E. 

**DATE:** May 16, 2013

**SUBJECT:** Award Recommendation Memo for Contract 4400001269

This is the award recommendation for the **TCCC B140-B160 Remodel Control Room Countertops** to QA CONSTRUCTION SERVICES, INC. TCSO Finance has been tasked with transferring funds to cover the award for the bid price that is above the previously stated budget by \$5,279 and entering a shopping cart. I understand that Purchasing will proceed without delay, but that funding must be transferred, and an appropriate shopping cart must be created, before invoicing to allow for a purchase order to be created.

Square Feet:		1,800
<b>TOTAL PROJECT BUDGET:</b>	\$	60,650
Design:	\$	-
Upgrade:	\$	60,650
No Contingency Available	\$	-
Construction+ 3%:	\$	60,650
Contingency used	\$	-
	\$	60,650
\$/Sq.Ft.:	\$	34

Fund 1378000001 has \$25,371.00, which were unspent funds from the base project, "Security Control Panels Bldgs 2 & 3".

Fund 1370440000 has \$30,000.00 under an unknown to me funds reservation for GL account 522020 transferred from SCAAP funds.

The \$5,279 is pending transfer by TCSO Finance and details are currently unknown to me.

Sheriff's Office Work Order numbers **229920 and 229916**

Sheriff's Office Requisition-Request number: **5640**

SAP Funds Reservation number: **See above**

Estimated schedule: **90 days**

Liquidated Damage per day: **\$100**

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, Major Long, Maria Wedhorn



*Safety, Integrity, Tradition of Service*

Shopping cart	
Number :	1000036161
Name :	45395 RIZZATR 07/02/2013 11:20
Date :	07/02/2013

**Goods recipient:**  
 RONALD RIZZATO  
 137Fin  
 137SO AS: Finance  
 700 Lavaca Street  
 AUSTIN TX 78701

**Delivery point:**  
 Travis County  
 Travis County  
 DEL VALLE CORRECTIONAL  
 3614 BILL PRICE RD, BLDG 110  
 DEL VALLE TX 78617

Item	Product number	Description	Subm. deadline/ext. bid	Supplier product no.	Net value
Delivery date/ Performance period	Order quantity	Unit	Price per unit		
1		Countertop refurbishment			
08/31/2013	60,650.00	EA	1.00 USD		60,650.00 USD
Item long text Countertop refurbishment Bldg's 140 and 160 for Security Control Panel project.					
<b>Total value:</b>				<b>60,650.00</b>	<b>USD</b>
<b>Tax amount:</b>				<b>0.00</b>	<b>USD</b>
<b>Total value (gross):</b>				<b>60,650.00</b>	<b>USD</b>

**for item 1**  
**Account assignment**

Value	Assigned to	G/L account	Business area
30,650.00	Cost Center 1378000001	522020	1000
30,000.00	Cost Center 1370440001	522020	1000
<b>Location</b>		<b>Requester:</b>	
Company		RONALD RIZZATO	
Central Plant		137Fin	
700 Lavaca Suite 800		137SO AS: Finance	
AUSTIN TX 78701		700 Lavaca Street	
USA		AUSTIN TX 78701	
		USA	



## AGREEMENT FOR CONSTRUCTION SERVICES

**CONTRACT NO. 4400001269; IFB NO. 1211-004-AG**

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 TCCC B140-B160 Remodel Control Room Countertops (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 as, TCCC B140-B160 Remodel Control Room Countertops IFB No. 1211-004-AG; 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 TCCC B140-B160 Remodel Control Room Countertops IFB No. 1211-004-AG, 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 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 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 \$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 the General Conditions, the total sum of \$60,650.00 (the "Contract Sum"). The Contract Sum is comprised of (i) \$30,000.00 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) \$30,500.00 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

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

**QA Construction Services, Inc.**

By: \_\_\_\_\_  
Name: MARCOS GUTIERREZ  
Title: Owner President  
Date: 5/22/13

APPROVED AS TO FORM BY:

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

FUNDS VERIFIED BY:

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

APPROVED BY PURCHASING AGENT:

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

COPY