



Travis County Commissioners Court Agenda Request

Meeting Date: 8/13/2013, 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 THE TRAVIS COUNTY CORRECTIONAL COMPLEX, BUILDING NO. 106 – TEMPERED WATER RECIRCULATION LOOP TO THE SOLE BIDDER, COMMERCIAL PLUMBING SPECIALIST.

- 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. B1306-008-JE, Travis County Correctional Complex, Building No. 106–Tempered Water Recirculation Loop, was issued on June 24, 2013. This project consists of construction work for the removal and installation of tempered water return piping 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 fifty (50) bids either downloaded or viewed via Travis County’s third party e-procurement vendor system, BidSync, only one (1) bid was received in response to this solicitation when subject IFB was opened on July 18, 2013 at 3:00 P.M., CST. The sole bidder was Commercial Plumbing Specialist with a bid amount of \$148,500.00 for the Base Bid. Commercial Plumbing Specialist is not a registered HUB vendor.
- There was a No-Bid response from a second bidder, Atlantis Service Inc. in Farmers Branch, Texas, who indicated that their reason for not bidding was the work location being too far. Follow-up communication to other local bidders as to why they did not respond to this solicitation was found to be due to their current workload with other agencies or that the scope of work was not what they expected.

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.

- The Travis County Sheriff's Office (TCSO) is recommending, with the Purchasing Office concurrence, contract award to Commercial Plumbing Specialist in the amount of \$148,500.00. TCSO has deemed the price as fair and reasonable when compared to the Engineer's opinion of cost.
- Contract Expenditures: Within the last 12 months \$0.00 has been spent against this requirement.
- **Contract-Related Information:**
 - Award Amount: \$148,500.00
 - Contract Type: Construction
 - Contract Period: One Hundred Twenty (120) Calendar Days from the Notice to Proceed date.
- **Contract Modification Information:** N/A
 - Modification Amount:
 - Modification Type:
 - Modification Period:
- **Solicitation-Related Information:**
 - Solicitations Sent: 50 Responses Received: 0
 - HUB Information: No % HUB Subcontractor: 0%
- **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: 300000415
 - Cost Center:
 - Comments:

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John
7.24.13
MB

JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

DATE: July 22, 2013

TO: Cyd Grimes

FROM: Wallace Sefcik

Wallace Sefcik

**SUBJECT: Award Commercial Plumbing Specialists and Proceed with B106
Tempered Water Recirculation Loop at TCCC. B1306-008-JE**

The TCSO Maintenance Section has reviewed the bid and recommends the sole bidder, Commercial Plumbing Specialists, to perform the required work as per the scope of work identified in the solicitation. The TCSO Maintenance Section has determined that the price is fair and reasonable when compared to the Engineers opinion of cost.

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: Marvin Brice
John Pena
Maria Wedhorn
Michael Gottner
Tom Perfetto

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penaj1 - Travis County

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Award Multiple Suppliers

Awarding Bid #B1306-008-JE - Travis County Correctional Complex, Bldg 106-Tempered Water Recirculation Loop

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DESCRIPTION											
B1306-008-JE--01-01 - Travis County Correctional Complex, Bldg 106-Tempered Water Recirculation Loop											
Award	Supplier	Qualifications	Unit Price	Qty	Price	Text Pricing	Attch.	Docs	Offer Notes	My Notes	Reject
Not Awarded	Commercial Plumbing Specialists [Ad]		\$148,500.00	1	\$148,500.00						
No Bid											No Bid Reason
Supplier: Atlantis Services											

Supplier Notifications

Agency Invited 8
No Bid Count 1

AWARD SCENARIOS

Create New Scenario

Name

Scenario Name	Scenario Total	Actions
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PREAWARD NOTIFICATION ATTACHMENT

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.

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AGREEMENT FOR CONSTRUCTION SERVICES

CONTRACT NO.: 4400001565 IFB NO.: B1306-008-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 Commercial Plumbing Specialist (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the construction of Travis County Correctional Complex (TCCC), Building 106 - Tempered Water Recirculation Loop (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 TCCC Building 106 – Tempered Water Recirculation Loop, Travis County, Texas, **IFB No. B1306-008-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 TCCC Building 106 – Tempered Water Recirculation Loop, Travis County, Texas, **IFB No. B1306-008-JE**, 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 **ninety (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 **\$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 **\$148,500.00** (the "Contract Sum"). The Contract Sum is comprised of **(i) \$118,500.00** 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) \$30,000.00** 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 Department (TCSO), 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: _____

Commercial Plumbing Specialist

By: Colleen Newton
Name: Colleen Newton
Title: owner - Manager
Date: 7-29-2013

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

APPROVED BY PURCHASING AGENT:

County Purchasing Agent