



Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 2013

Prepared By/Phone Number: Patrick Strittmatter, 4-1183 and Marvin Brice, 4-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes, C.P.M., CPPO, Marvin Brice, CPPB

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: APPROVE CONTRACT AWARD FOR 5325 AIRPORT BLVD "FAST STOP" UNDERGROUND STORAGE TANK DEMOLITION, IFB NO. 1306-009-PS, TO THE LOW BIDDER, EXCELL ENVIRONMENTAL, INC DBA EXCELL FUELING SYSTEMS.

- **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 the removal and demolition of the underground storage tank at the former "Fast Stop" gasoline station, located at 5325 Airport Blvd, Austin, TX 78751.

Subject IFB was opened July 24, 2013, with two (2) bids received in response to the solicitation. Facilities Management has reviewed the bids and recommends, and Purchasing concurs with the award of the contract to the low bidder, Excell Fueling Systems for a total of \$56,380.00.

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

- **Contract-Related Information:**

Award Amount: \$56,380.00

Contract Type: Construction

Contract Period: 45 calendar 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 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: 25

Responses Received: 2

HUB Information: Yes*

% HUB Subcontractor: 28%

*Contractor is a HUB, and will be using HUB Subcontractor on project.

➤ **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 in SAP: 300000679

Cost Center(s): 1148000001-522050

Comments:

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Patric
8.16.13
MB



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: ABB25-01-12R-1R

File: 703

TO: Cyd Grimes, CPM, C.P.P.O., Purchasing Agent

FROM: Roger A. El Khoury, M.S., P.E., Director

DATE: August 15, 2013

SUBJECT: Underground Storage Tank Demolition
5325 Airport Blvd ("Fast Stop")
IFB No. 1306-009-PS Award Recommendation

Facilities Management Department (FMD) recommends award of the Underground Storage Tank Demolition at 5325 Airport Boulevard, in the amount of \$56,380, to the apparent low bidder, Excell Fueling Systems. Additionally, the bid included unit prices of:

1. \$99.60 per cubic yard for removal of Class 1 non-hazardous waste and
2. \$63.60 per cubic yard of Class 2 non-hazardous waste

Since the exact volume of non-hazardous waste can't be determined until the tank is removed, these charges, in accordance with the unit price schedule, will be paid by Change Order.

Two contractors bid on the subject project. FMD has reviewed the Bid Tabulation and determined that the low bid is fair and reasonable. FMD recommends award. The construction schedule is 45 calendar days after issuance of notice to proceed, and there are liquidated damages at \$200 per calendar day. The project funds are currently in funds center 1148000001- GL 522050 and encumbered under funds reservation number 300000679.

In accordance with the procedure to secure approval for this contract award, this request is being forwarded along with the supporting documents for approval by the Commissioners Court on August 27, 2013. If approved, please issue a fully executed contract to Excell Fueling Systems. Please call Carolyn O'Hara at extension 44285 if you have any questions.

ATTACHMENTS:

1. Bid Tabulation

COPY:

- Leslie Browder, County Executive, PBO
- Marvin Brice, CPPB, Assistant Purchasing Agent
- Amy Draper, CPA, Financial Manager
- Jim Barr, A.I.A. LEED AP, Senior Project Manager, FMD
- Carolyn O'Hara, R.A., LEED AP BD&C, Project Manager, FMD

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OFFICE
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Bid #1306-009-PS - 5325 Airport Blvd ("Fast Stop") Underground Storage Tank Demolition

Creation Date **Jun 10, 2013**End Date **Jul 24, 2013 2:00:00 PM CDT**Start Date **Jul 3, 2013 1:10:00 PM CDT**Awarded Date **Not Yet Awarded**

Excell Fueling Systems		\$56,543.20 (3/3 items)		
Bid Contact Anna Assarsson anna.a@excellfs.com Ph 512-280-5230		Address 1113-A Regal Row Austin, TX 78748		
Qualifications HUB SB		Bid Notes Original and copy of bid bond will be submitted to owner.		
Agency Notes:		Supplier Notes: Original and copy of bid bond will be submitted to owner.		
Item #	Line Item	Unit Price	Qty/Unit	Total Price
1306-009-PS--01-01	Total Base Bid for Underground Storage Tank Demolition - First Offer	\$56,380.00	1 / base bid	\$56,380.00
Product Code: Unit Amount Text: Fifty six thousand three hundred eighty dollars and no cents Total Amount Text: Fifty six thousand three hundred eighty dollars and no cents Agency Notes:		Supplier Product Code: Supplier Notes: Unit Price in Words: Fifty six thousand three hundred eighty dollars and no cents		
1306-009-PS--01-02	Optional Unit Rate, Class 1 Non-Hazardous Waste - First Offer	\$99.60	1 / cubic yard	\$99.60
Product Code: Unit Amount Text: Ninety nine dollars and sixty cents Total Amount Text: Ninety nine dollars and sixty cents Agency Notes:		Supplier Product Code: Supplier Notes: Unit Price in Words: Ninety nine dollars and sixty cents		
1306-009-PS--01-03	Optional Unit Rate, Class 2 Non-Hazardous Waste - First Offer	\$63.60	1 / cubic yard	\$63.60
Product Code: Unit Amount Text: Sixty three dollars and sixty cents Total Amount Text: Sixty three dollars and sixty cents Agency Notes:		Supplier Product Code: Supplier Notes: Unit Price in Words: Sixty three dollars and sixty cents		

TAS Environmental		\$65,535.00 (3/3 items)		
Bid Contact Lindsey Naylor roconnor@taslp.com Ph 817-535-7222 Fax 817-535-8187		Address 17714 Bannister Street Dallas, TX 75252		
Qualifications CISV LCL SB TX				
Agency Notes:		Supplier Notes:		
Item #	Line Item	Unit Price	Qty/Unit	Total Price
1306-009-PS--01-01	Total Base Bid for Underground Storage Tank Demolition - First Offer	\$65,395.00	1 / base bid	\$65,395.00

Travis County

Product Code: Unit Amount Text: Sixty five thousand and three hundred and ninety five dollars Total Amount Text: Sixty five thousand and three hundred and ninety five dollars Agency Notes:		Supplier Product Code: Supplier Notes: Unit Price in Words: Sixty five thousand and three hundred and ninety five dollars for bid total		
1306-009-PS--01-02	Optional Unit Rate, Class 1 Non-Hazardous Waste - First Offer	\$85.00	1 / cubic yard	\$85.00
Product Code: Unit Amount Text: Eighty five dollars Total Amount Text: Eighty five dollars Agency Notes:		Supplier Product Code: Supplier Notes: Unit Price in Words: Eighty five dollars per cubic yard		
1306-009-PS--01-03	Optional Unit Rate, Class 2 Non-Hazardous Waste - First Offer	\$55.00	1 / cubic yard	\$55.00
Product Code: Unit Amount Text: Fifty five dollars Total Amount Text: Fifty five dollars Agency Notes:		Supplier Product Code: Supplier Notes: Unit Price in Words: Fifty five dollars per cubic yard		

Excell Fueling Systems

Bid Contact **Anna Assarson**
anna.a@excellfs.com
Ph 512-280-5230

Address **1113-A Regal Row**
Austin, TX 78748

Qualifications **HUB SB**

Bid Notes **Original and copy of bid bond will be submitted to owner.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Atch. Docs
1306-009-PS--01-01	Total Base Bid for Underground Storage Tank Demolition	Supplier Product Code: Unit Price in Words: Fifty six thousand three hundred eighty dollars and no cents	First Offer - \$56,380.00 Text: Fifty six thousand three hundred eighty dollars and no cents	1 / base bid	\$56,380.00 Text: Fifty six thousand three hundred eighty dollars and no cents	Y
1306-009-PS--01-02	Optional Unit Rate, Class 1 Non-Hazardous Waste	Supplier Product Code: Unit Price in Words: Ninety nine dollars and sixty cents	First Offer - \$99.60 Text: Ninety nine dollars and sixty cents	1 / cubic yard	\$99.60 Text: Ninety nine dollars and sixty cents	Y
1306-009-PS--01-03	Optional Unit Rate, Class 2 Non-Hazardous Waste	Supplier Product Code: Unit Price in Words: Sixty three dollars and sixty cents	First Offer - \$63.60 Text: Sixty three dollars and sixty cents	1 / cubic yard	\$63.60 Text: Sixty three dollars and sixty cents	Y
					Supplier Total	\$56,543.20

**AGREEMENT FOR CONSTRUCTION SERVICES
CONTRACT NO. 4400001538**

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 **Excell Environmental, Inc., dba Excell Fueling Systems** (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the 5325 Airport Blvd ("Fast Stop") Underground Storage Tank Demolition (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 "5325 Airport Blvd ("Fast Stop") Underground Storage Tank Demolition"), IFB No. 1306-009-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 **45 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 **\$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 Section 00700 of the General Conditions, the total sum of **\$56,380.00** (the "Contract Sum"). The Contract Sum is comprised of (i) **\$43,606.77** 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) **\$12,773.23** 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.

Additionally, the Owner may elect to increase the contract amount based on the following Unit Prices: **\$99.60 per cubic yard** for removal of Class 1 non-hazardous waste and **\$63.60 per cubic yard** for removal of Class 2 non-hazardous waste.

- 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

EXCELL ENVIRONMENTAL, INC.

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

By: _____
Name: Susan Rollins
Title: President
Date: 8/16/2013

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

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

DRAFT