



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 NED GRANGER BUILDING HVAC RENOVATION, IFB NO. 1304-010-PS, TO THE LOW BIDDER, MECHANICAL & PROCESS SYSTEMS, LLC.

- **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 renovation with upgrades of the HVAC systems at the Ned Granger Building, located at 314 West 11th Street, Austin, TX 78701.

Subject IFB was opened June 12, 2013, with three (3) 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, **Mechanical & Process Systems, LLC** for the base bid amount total of \$1,022,842.00.

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

- **Contract-Related Information:**
 - Award Amount: \$1,022,842.00
 - Contract Type: Construction
 - Contract Period: 240 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: 49

Responses Received: 3

HUB Information: Yes*

% HUB Subcontractor: 5.5%

*Contractor is a HUB, and will be using HUB Subcontractors 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: 300000556

Cost Center(s): 1148000001-522020

Comments:

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FACILITIES MANAGEMENT DEPARTMENT

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



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

MEMORANDUM

FMD Project: TCAB-33-12C-4R

FILE: 703

TO: Cyd V. Grimes, CPM, Purchasing Agent

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

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

DATE: August 14, 2013

SUBJECT: Ned Granger Core HVAC Upgrades
IFB No. 1304-010-PS, Contract No. 4400001451

Facilities Management Department (FMD) recommends award of the Ned Granger Core HVAC Upgrades base bid in the amount of \$1,022,842.00 to the low bidder, Mechanical & Process Systems, LLC. Three mechanical contractors bid on the subject project. The bid was opened on June 12, 2013.

FMD has reviewed the attached bid tabulation and determined that the low bid is fair and reasonable. The construction schedule is for 240 calendar days after the issuance of the Notice to Proceed.

Funding for this Project is located in the Cost Center-G/L 1148000001-522020. Funds Reservation Document (FRD) 300000556 is in place for \$1,022,842.00. In accordance with the procedure to secure the approval of 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 Mechanical & Process Systems, LLC. Please call Rick Avery at extension 44780 if you have any questions.

ATTACHMENTS:

1. Bid tabulation form

COPY TO:

Leslie Browder, County Executive, PBO

Amy Draper, CPA, Financial Manager, FMD

Ken Gaede, AIA, Senior Project Manager, FMD *KG*

Rick Avery, AIA, LEED-AP, Project Manager, FMD *RA*

Patrick Strittmatter, CPPB, Purchasing Agent Assistant IV, TCPO

FACILITIES MANAGEMENT

**FR # 30000556
REQUEST FOR
PURCHASE ORDER**

The following number must appear on all related correspondence, shipping papers, and invoices:

GRANGER-SYSTEMS (AH)

TCAB-33-12C-4R
HVAC CORE
UPGRADES

P.O. NUMBER: MOD - FR#30000556

JOB NUMBER: _____

✓ CONTRACT NUMBER: 4400001451

FMD NUMBER: _____

VENDOR	VENDOR TBD MECHANICA+PROCESS SYSTEMS, LLC.	CONTACT	
ADDRESS		PHONE NO.	
CITY/STATE		FAX NO.	

1148000001-522020

P.O. DATE	ACCOUNT NO.	REQ. NO.	F.O.B. POINT	BUYER
	001-1405-821-8102			

COM	SUB	QTY	DESCRIPTION OF MERCHANDISE/SERVICE (OR ENTER REFERENCE #S)	UNIT PRICE	TOTAL
		1	GRANGER SYSTEMS-CORE HVAC(Renovations to include Chillers, Boilers, Cooling Tower and associated dontrols, electrical and piping to replace out-dated systems.) ADJUSTMENT TO ORIGINAL F.R.	219,992.00	219,992.00
			<i>BA Pending from Lava 7 Please process this request when funds have landed @ FMD Thx KE</i>		
see attached paperwork				SUBTOTAL	219,992.00
				Current KT	
				S&H	INCL./FOB DEST.
				NEW TOTAL	1,022,842.00

DELIVERY INSTRUCTIONS:
FMD Contact: Rick Avery (854-4780)

Requisitioned By: _____ Date: _____

Note: _____

KE 7/31/13
Requested By: RICK AVERY

For Bldg/Dept: FMD

Authorized By: _____ Date: _____

7/31/13

Bid #1304-010-PS - Ned Granger Building HVAC Renovation

Creation Date **Apr 23, 2013**

End Date **Jun 12, 2013 2:00:00 PM CDT**

Start Date **May 22, 2013 1:49:25 PM CDT**

Awarded Date **Not Yet Awarded**

1304-010-PS--01-01 Total Base Bid Amount						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
<u>MECHANICAL & PROCESS SYSTEMS LLC</u>	<input checked="" type="checkbox"/> First Offer - \$1,022,842.00	1 / lump sum	\$1,022,842.00	Y	Y	
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:			Supplier Product Code: Supplier Notes: Bid Amount in Words:			
<u>Peak Pure Air</u>	First Offer - \$1,087,259.00	1 / lump sum	\$1,087,259.00	Y	Y	
Product Code: Unit Amount Text: One million eighty seven thousand two hundred fifty nine Total Amount Text: One million eighty seven thousand two hundred fifty nine Agency Notes:			Supplier Product Code: Supplier Notes: Bid Amount in Words: One million eighty seven thousand two hundred fifty nine			
<u>Wattinger Company Inc.</u>	<input checked="" type="checkbox"/> First Offer - \$1,260,000.00	1 / lump sum	\$1,260,000.00	Y	Y	
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:			Supplier Product Code: Supplier Notes: Bid Amount in Words:			

1304-010-PS--01-02 Alternate 1						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
<u>Wattinger Company Inc.</u>	<input checked="" type="checkbox"/> First Offer - (\$400,000.00)	1 / lump sum	(\$400,000.00)		Y	
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:			Supplier Product Code: Supplier Notes: Bid Amount in Words:			
<u>Peak Pure Air</u>	First Offer - (\$369,615.00)	1 / lump sum	(\$369,615.00)		Y	
Product Code: Unit Amount Text: deduct three hundred sixty nine thousand six hundred fifteen Total Amount Text: deduct three hundred sixty nine thousand six hundred fifteen Agency Notes:			Supplier Product Code: Supplier Notes: Bid Amount in Words: deduct three hundred sixty nine thousand six hundred fifteen			
<u>MECHANICAL & PROCESS SYSTEMS LLC</u>	<input checked="" type="checkbox"/> First Offer - (\$354,645.00)	1 / lump sum	(\$354,645.00)		Y	
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:			Supplier Product Code: Supplier Notes: Bid Amount in Words:			

1304-010-PS--01-03 Alternate 2						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
<u>Wattinger Company Inc.</u>	<input checked="" type="checkbox"/> First Offer - (\$55,000.00)	1 / lump sum	(\$55,000.00)		Y	
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:			Supplier Product Code: Supplier Notes: Bid Amount in Words:			
<u>MECHANICAL & PROCESS SYSTEMS LLC</u>	<input checked="" type="checkbox"/> First Offer - (\$55,000.00)	1 / lump sum	(\$55,000.00)		Y	
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:			Supplier Product Code: Supplier Notes: Bid Amount in Words:			

<u>Peak Pure Air</u>	First Offer - (\$54,319.00)	1 / lump sum	(\$54,319.00)	Y
Product Code: Unit Amount Text: deduct fifty four thousand three hundred nineteen Total Amount Text: deduct fifty four thousand three hundred nineteen Agency Notes:		Supplier Product Code: Supplier Notes: Bid Amount in Words: deduct fifty four thousand three hundred nineteen		

Supplier Totals

<u>MECHANICAL & PROCESS SYSTEMS LLC</u>		\$613,197.00 (3/3 items)
Bid Contact -- Ph 512-563-1438 Fax 512-759-2298	Address PO BOX 202366 AUSTIN, TX 78720	
Agency Notes:	Supplier Notes:	
<u>Peak Pure Air</u>		\$663,325.00 (3/3 items)
Bid Contact Ed Peacock ed@peakpureair.net Ph 512-267-2733	Address P.O. Box 5098 Jonestown, TX 78645	
Agency Notes:	Supplier Notes:	
<u>Wattinger Company Inc.</u>		\$805,000.00 (3/3 items)
Bid Contact Mike Cantieri mike@wattinger.com Ph 512-383-2806	Address 114 Ralph Ablanado Drive Austin, TX 78748	
Agency Notes:	Supplier Notes:	

**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. 4400001451**

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 Mechanical & Process Systems, LLC (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the Ned Granger Building HVAC Renovation (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 "Ned Granger Building HVAC Renovation"), IFB No. 1304-010-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 **240 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 **\$550.00 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 **\$1,022,842.00** (the "Contract Sum"). The Contract Sum is comprised of (i) **\$902,497.00** 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) **\$120,345.00** 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, 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

MECHANICAL & PROCESS SYSTEMS, LLC

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

By: *[Signature]*
Name: MICHAEL GONSALVEZ
Title: President
Date: 8/21/13

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

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

DRAFT