



Travis County Commissioners Court Agenda Request

Meeting Date: 9/3/2013, 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 LOWER ROOF REPLACEMENT OF THE TRAVIS COUNTY RAY MARTINEZ BUILDING, IFB NO.: B1307-007-JE, TO THE LOW BIDDER, FORSYTHE BROTHERS INFRASTRUCTURE, 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.
- IFB No. B1307-007-JE, Lower Roof Replacement of the Travis County Ray Martinez Building was issued on July 23, 2013. The project consists of replacing the lower roof, installation of a roof-metal wall system and metal coping caps and the removal and replacement of one (1) existing window which will verify the proper installation of the existing sill flashing and if found deficient to replace/repair all effected windows (maximum 9) with new dam sill flashing at select locations of the Ray Martinez Building, 4011 McKinney Falls Parkway, Austin, Texas 78744. This contract requires the contractor to provide labor, equipment, materials, supervision and related incidentals to complete the required work.
- Of the forty (40) bids either downloaded or viewed using Travis County's third party e-procurement vendor system, BidSync, four (4) bids were received in response to this solicitation when subject IFB was opened on August 14, 2013 at 2:00 P.M., CST. The apparent low bidder is Forsythe Brothers Infrastructures, Inc. with a base bid of \$78,000.00 for the roof repair and for the removal and reinstallation of one window for exploratory repair work. Subsequent window removal and reinstallation will be charged at the unit price of \$1,400.00 for associated repair work, as needed. The next low bid was from QA Construction Services, Inc. with a base bid of \$114,975.00 for roof work and unit price of \$2,000.00 for window removal and reinstallation of associated repair work.

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.

- Facilities Management Department (FMD) is recommending, with the Purchasing Office concurrence, contract award to Forsythe Brothers Infrastructures, Inc. with a base bid of \$78,000.00 as the lowest responsive and responsible bidder. FMD has deemed the price as fair and reasonable.
- Contract Expenditures: Within the last 12 months \$0.00 has been spent against this requirement.
- **Contract-Related Information:**
 - Award Amount: \$78,000.00 Base Bid (\$1,400.00 Unit Price to be used as needed)
 - Contract Type: Construction
 - Contract Period: Sixty (60) Calendar Days from the Notice to Proceed date.
- **Contract Modification Information:** N/A
 - Modification Amount:
 - Modification Type:
 - Modification Period:
- **Solicitation –Related Information**
 - Solicitations Sent: 40
 - Responses Received: 4
 - HUB Information: 1
 - % HUB Subcontractor: 10%
- **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: 300000632
 - Cost Center: 1140090001-G/L 511530
 - Comments:

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FACILITIES MANAGEMENT DEPARTMENT

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



*John
8-16-13
MB*

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

MEMORANDUM

**FMD Project: PCT4-13-13F-4M
FILE: 703**

TO: Cyd V. Grimes, CPM, Purchasing Agent

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

DATE: August 15, 2013

SUBJECT: Lower Roof Replacement for Ray Martinez Building
IFB No. B1307-007-JE
Award Recommendation

Facilities Management Department (FMD) recommends award of the Lower Roof Replacement including wall panels and metal copings in the amount of \$78,000.00 to the apparent low bidder, Forsythe Brothers Infrastructure, LLC. Additionally, the bid included a unit price of \$1,400.00 for the removal and replacement of existing windows and frames. Four contractors bid on the subject project.

FMD has reviewed the bid tabulation and the unit bid item and determined that the low bid and unit price are fair and reasonable. FMD is recommending award of the base bid and unit price item. The construction schedule is 60 calendar days after issuance of notice to proceed. The project funds are in cost center - 1140090001, G/L account - 511530 and encumbered under funds reservation number 300000632.

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 Forsythe Brothers Infrastructure, LLC. Please direct any questions on this request to John Carr at 44772 or Fraser Gorrell at 49777.

ATTACHMENT:
Bid Tabulation Form

COPY TO:
Leslie Browder, County Executive, PBO
Marvin Brice, CPPB, Assistant Purchasing Agent, TCPO
John Carr, Administrative Director, FMD
Amy Draper, CPA, Financial Manager, FMD
Fraser Gorrell, Construction Cost Estimator, FMD
John Pena, Purchasing Agent Assistant, TCPO

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2013 AUG 16 AM 8:43

AGREEMENT FOR CONSTRUCTION SERVICES**CONTRACT NO.: 4400001603****BID NO.: B1307-007-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 Forsythe Brothers Infrastructure, LLC (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the construction of the Lower Roof Replacement for the Travis County Ray Martinez Building (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 Bid (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or Plans marked Lower Roof Replacement for the Travis County Ray Martinez Building, Travis County, Bid No. B1307-007-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 Lower Roof Replacement for the Travis County Ray Martinez Building, Travis County, Bid No. B1307-007-JE, 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 **60 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 **\$78,000.00** (the "Contract Sum"). The Contract Sum is comprised of (i) **\$43,000.00** 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) **\$35,000.00** 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.

Additionally, the Owner may elect to increase the contract amount based on the following Unit Price of **\$1,400.00** for removal and reinstallation of existing window per Section 010100, Plans, Specifications and related contract documentation.

- 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 Architect/Engineer, 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.

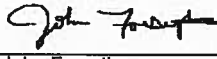
The effective date of this Construction Contract shall for all purposes be the date of the execution of the last to sign, whether the Owner or the Contractor.

IN WITNESS WHEREOF, the parties have executed this Construction Contract as of the date(s) set forth below.

TRAVIS COUNTY, TEXAS

Forsythe Brothers Infrastructure, LLC

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

By:  _____
Name: John Forsythe
Title: VP
Date: 8-21-13

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

APPROVED BY PURCHASING AGENT:

County Purchasing Agent

**TRAVIS COUNTY PURCHASING
CONSTRUCTION CONTRACTS
BID TABULATION FORM**

SOLICITATION NO.: IFB No.: B1307-007-JE **CONTRACT NO.:** 4400001247
DESCRIPTION: Lower Roof Replacement for the Travis County Ray Martinez Building
DEPARTMENT: Facilities Management Department
CONTACT/NO.: John Carr X44772; Fraser Gorrell X49777

BID DATE: July 23, 2013
BID CLOSED: August 14, 2013
OPEN TIME: 2:00 P.M., CST
BIDS EXPIRE: November 14, 2013 (90 Calendar Days)

BIDS INVITED: 2942 (Via BidSync)*
 * Two Advertisement dates in local publication: 07/26/2013 & 08/02/2013
BIDS VIEWED: 40 (Via BidSync)
BIDS PICKED-UP VIA PURCHASING OFFICE: 0
BIDS RECEIVED: 4
HUBS SOLICITED: 85 (Via BidSync)
HUBS RECEIVED: 1

Bidder's Name	Base Bid	Unit Price	Item Response Form	Construction Respondent Form	Acknowledge Admendment	Bid Security	References	Experience Verification	Ethics Affidavit	Safety Record Questionnaire	Certificate of Secretary	HUB Documents	HUB or Non-HUB Entity	This field left blank.	This field left blank.	This field left blank.	This field left blank.
Forsythe Brothers Infrastructure, LLC (Austin, Texas)	\$78,000.00	\$1,400.00	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Non-HUB	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX
Port Enterprises, LTD (Manchaca, Texas)	\$122,687.00	\$1,500.00	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Non-HUB	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX
QA Construction Services, Inc. (Austin, Texas)	\$114,975.00	\$2,000.00	Yes	Yes	N/A	No	Yes	Yes	Yes	Yes	Yes	Yes	Non-HUB	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX
Rain Seal Master Roofing & Sheet Metal, Inc. (Victoria, Texas)	\$145,915.00	\$2,500.00	Yes	Yes	N/A	No	Yes	Yes	Yes	Yes	Yes	Yes	HUB Entity	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX

SIGNATURE **PRINT NAME**

 Original Signature on File with Purchasing Office

John E. Pena, CTPM, Purchasing Agent Assistant

DATE
 14-Aug-13

HUB - Historically Underutilized Business

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