



## Travis County Commissioners Court Agenda Request

**Meeting Date:** February 11, 2014

**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 TCCC Building 130 Resealing of HVAC Smoke Exhaust Vents, IFB No. 1311-009-AG, to the low 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 removal and replacement of all joints on the HVAC smoke exhaust vents, at the Travis County Correctional Complex Building 130, 3614 Bill Price Road, Del Valle, Texas.

IFB 1311-009-AG was issued on December 31, 2013, to solicit bids for the project referenced above. After a total of twenty nine (29) vendors were solicited, two (2) bids were received in response to the solicitation when subject IFB opened on January 22, 2014, at 3:00 p.m. The low bidder is QA Construction Services, Inc., with a Base Bid of \$54,675. 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.

Travis County Sheriff's Office (TCSO) recommends that a contract be awarded to QA Construction Services, Inc., in the amount of \$54,675. TCSO has determined that the price is fair and reasonable. Purchasing concurs with TCSO's contract award recommendation.

➤ **Contract-Related Information:**

Award Amount: \$54,675

Contract Type: Construction

Contract Period: 45 Calendar Days after NTP issuance

➤ **Solicitation-Related Information:**

Solicitations Sent: 29

Responses Received: 2

HUB Information: 2

% 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/Funds Reservation in SAP: 300000918

Cost Center-G/L no'(s): 1378000001-522020

Comments:



JAMES N. SYLVESTER  
Chief Deputy

# GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR  
Major – Law Enforcement

DARREN LONG  
Major – Corrections

MARK SAWA  
Major - Administration & Support

Date: January 29, 2014

TO: **Cyd Grimes**, CPM, CPPO, Purchasing Agent

FROM: **Wallace Sefcik**, Maintenance Manager

*Wallace Sefcik*  
1-29-2014

RE: **Award Recommendation Memo** TCCC Building 130 Resealing of HVAC Smoke Exhaust Vents IFB# 1311-009-AG

The Travis County Sheriff's Office Maintenance Department recommends that the low bidder, QA Construction, Inc., be awarded the bid for the Building 130 Smoke Exhaust Duct Restoration.

The following funding is in reference to the TCCC Building 130 Resealing of HVAC Smoke Exhaust Vents:

GL # 522020

Funds Center 1378000001

Funds Reservation # 300000918

CC: Thomas Perfetto, Building Maintenance Supervisor  
Michael Gottner, Captain Corrections  
Maria Wedhorn, Financial Analyst Senior  
Ron Rizzato, Accountant Associate  
Angel Gomez, Purchasing Agent Assistant IV  
Marvin Brice, CPPB Assistant Purchasing Agent

# Funds Reservation 300000918

General Data			
Document type	OT	Document type	030
Company code	1000	Document date	10/10/2013
FM area	1000	Posting date	10/10/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	HOLLISL	Created on	10/10/2013
Last changed by		Last changed	
More Data			
Text	FY14-CAR-Building 130 Smoke Exhaust Request no 43		
Reference			
Overall Amount	135,000.00 USD		

Document item 001			
Text	FY14-CAR-Building 130 Smoke Exhaust Request no 43		
Commitment item	522020	Funds center	1378000001
Fund	0001	G/L account	522020
Cost center	1378000001	Due on	
Vendor		Customer	
Amount	135,000.00 USD		

**Bid Tabulation Packet  
for  
Solicitation B1311-009-AG**

**TCCC Building 130 Resealing of HVAC Smoke Exhaust  
Vents, Travis County, Texas**

**Bid designation: Public**



**Travis County**

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



**BID NO.:** 1311-009-AG      **BID DATE:** January 22, 2014      **BIDS SOLICITED:** 2330  
 (Via Bidsync)

**DESCRIPTION:** TCCC Building 130 Resealing of HVAC Smoke Exhaust Vents      **OPEN TIME:** 3:00 p.m. CST      **VENDORS VIEWED:** 29  
 (Via Bidsync)

**DEPARTMENT:** Travis County Sheriff's Office      **BIDS EXPIRE:** April 22, 2014      **BIDS RECEIVED:** 2

**CONTACT/NO.:** Jesus Angel Gomez / 854-1187      **HUBS SOLICITED:** 2  
**HUBS RECEIVED:** 0

	Bidder's Name	Base Bid	Bond	Add.	Eth.	Cert. Sec.	Safety	HUB Information	
								HUB	%
1	QA CONSTRUCTION SERVICES INC, (VIA BIDSYNC)	\$54,675.00	X	X	X	X	X	X	0%
2	BRAZOS UERTHANE, INC.	\$56,534.00	X	X	X	X	X	X	0%
3	FLAVORSEAL, LLC (VIA BIDSYNC)	NO BID							
4									
5									
6									
7									
8									
9									
10									

Reviewed and Acknowledged By:

	<b>SIGNATURE</b>
Jesus Angel Gómez	<b>PRINT NAME</b>
	<b>DATE</b>

## Bid #B1311-009-AG - TCCC Building 130 Resealing of HVAC Smoke Exhaust Vents, Travis County, Texas

Creation Date **Nov 27, 2013**

End Date **Jan 22, 2014 3:00:00 PM CST**

Start Date **Dec 31, 2013 11:02:39 AM CST**

Awarded Date **Not Yet Awarded**

<b>B1311-009-AG--01-01 Resealing HVAC Smoke Exhausts Vents</b>					
<b>Supplier</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
QA CONSTRUCTION SERVICES, INC. [Ad]	First Offer - \$54,675.00	1 / lump sum	\$54,675.00	Y	Y
<b>Product Code:</b> <b>Unit Amount Text:</b> Fifty four thousand six hundred seventy five <b>Total Amount Text:</b> Fifty four thousand six hundred seventy five <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Enter Base Bid Amount in Words.: Fifty four thousand six hundred seventy five			
Brazos Urethane, Inc.	 First Offer - \$56,534.00	1 / lump sum	\$56,534.00	Y	Y
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Enter Base Bid Amount in Words.:			

**Supplier Totals**

<b>QA CONSTRUCTION SERVICES, INC. [Ad]</b>			<b>\$54,675.00</b>
Bid Contact	MARCOS GUTIERREZ mg@qasystems.com Ph 512-637-6120 Fax 512-637-8811	Address	5811 Blue Bluff Road AUSTIN, TX 78724
Agency Notes:		Supplier Notes:	
<b>Brazos Urethane, Inc.</b>			<b>\$56,534.00</b>
Bid Contact	Wally Scoggins wsbrazos@aol.com Ph 281-474-9909	Address	1903 Ray Shell Ct. Seabrook, TX 77586
Agency Notes:		Supplier Notes:	

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**QA CONSTRUCTION SERVICES, INC.**

Bid Contact **MARCOS GUTIERREZ**  
 mg@qasystems.com  
 Ph 512-637-6120  
 Fax 512-637-8811

Address **5811 Blue Bluff Road**  
**AUSTIN, TX 78724**

Item #	Line Item Notes	Unit Price	Qty/Unit	Attch.	Docs	
B1311-009-AG--01-01	Resealing HVAC Smoke Exhausts Vents <b>Supplier Product Code:</b> <b>Enter Base Bid Amount in Words.:</b> Fifty four thousand six hundred seventy five	First Offer - <b>\$54,675.00</b> Text: Fifty four thousand six hundred seventy five	1 / lump sum	<b>\$54,675.00</b> Text: Fifty four thousand six hundred seventy five	Y	Y

Supplier Total **\$54,675.00**

**Brazos Urethane, Inc.**

Bid Contact **Wally Scoggins**  
 wsbrazos@aol.com  
 Ph 281-474-9909

Address **1903 Ray Shell Ct.**  
**Seabrook, TX 77586**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
B1311-009-AG--01-01	Resealing HVAC Smoke Exhausts Vents	Supplier Product Code: Enter Base Bid Amount in Words.: 	First Offer - <b>\$56,534.00</b> Text:	1 / lump sum	\$56,534.00 Text:	Y Y

Supplier Total \$56,534.00

## No Bids

Flavorseal, LLC Please continue to inform me of future opportunities. Thank you!

## AGREEMENT FOR CONSTRUCTION SERVICES

CONTRACT NO. 4400001800; IFB NO. 1311-009-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 Building 130 Resealing of HVAC Smoke Exhaust Vents (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 Building 130 Resealing of HVAC Smoke Exhaust Vents IFB No. 1311-009-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 Building 130 Resealing of HVAC Smoke Exhaust Vents IFB No. 1311-009-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 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 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 \$400.00 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 \$54,675.00 (the "Contract Sum"). The Contract Sum is comprised of (i) \$ 32,500.00 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) \$ 22,175.00 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: KEVIN CARLSON  
Title: Owner  
Date: 1/29/14

APPROVED AS TO FORM BY:

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

FUNDS VERIFIED BY:

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

APPROVED BY PURCHASING AGENT:

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