



## Travis County Commissioners Court Agenda Request

**Meeting Date:** February 25, 2014, 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, C.P.M., CPPO,  
Purchasing Agent

**Commissioners Court Sponsor:** Judge, Samuel T. Biscoe

**Agenda Language:** APPROVE CONTRACT AWARD FOR TRAVIS COUNTY JAIL "TCJ", EXTENDED LIFE PROJECT-PHASE II, IFB NO.: B1311-007-JE TO THE LOW BIDDER, WORKMAN COMMERCIAL CONSTRUCTION SERVICES, LTD.

- **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.: B1311-007-JE, Travis County Jail "TCJ", Extended Life Project-Phase II was re-issued on December 3, 2013 for the replacement of the primary exhaust system for the Travis County Jail, the kitchen exhaust system, isolation cell exhaust system, installation of roof mounted ventilators, and electrical modifications for the new Control system, located at 500 West 10<sup>th</sup> Street, Austin, Texas 78701.
- The Travis County Sheriff's Office recommended to the Commissioners Court on August 20, 2013 to reject the sole bid received in response to the original solicitation (IFB No. B1305-010-JE) due to the fact that the sole bid received exceeded the project budget by nearly \$500,000.00.
- Significant changes were made to the project documents, and re-bid on December 3, 2013. Of the sixty-nine (69) bids, including six (6) HUBs, either downloaded or viewed via Travis County's third party e-procurement vendor system, BidSync, three (3) bids were received in response to this solicitation when subject IFB was opened on January 22, 2014 at 2:00 P.M., CST. The low bidder is Workman Commercial Construction Services, Ltd., with a total bid amount of \$1,381,150.00.

The next low bid was from QA Construction Services, Inc., with a total bid amount of \$1,474,450.00.

- Travis County Sheriff's Office is (TCSO) is recommending, with the Purchasing Office concurrence, contract award to Workman Commercial Construction Services, Ltd., with a bid amount of \$1,381,150.00 as the lowest responsive and responsible bidder. TCSO has deemed the price as fair and reasonable.
- **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract.
- **Contract-Related Information:**
  - Award Amount: \$1,381,150.00
  - Contract Type: Construction
  - Contract Period: Through Completion
- **Contract Modification Information: N/A**
  - Modification Amount:
  - Modification Type:
  - Modification Period:
- **Solicitation-Related Information:**

Solicitations Sent: 69	Responses Received: 3
HUB Information: 6	% 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:**
  - SAP Funds Reservation No.: 300000786 and 300000834
  - Funding Account(s): 1370440000, 1370444055, 370444056.  
G/L Account: 521020, 522010.
  - Comments:



JAMES N. SYLVESTER  
Chief Deputy

# GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

DARREN LONG  
Major - Corrections

PHYLLIS CLAIR  
Major - Law Enforcement

MARK SAWA  
Major - Administration & Support

## MEMORANDUM

**TO:** John Pena  
**Via:** Marvin Brice, CPPB  
**FROM:** Mark Stefanov, P.E.  
**DATE:** January 29, 2014

**SUBJECT:** Award Recommendation Memo for IFB No.: B1311-007-JE  
TCJ Extended Life Projects II CJ Exhaust System - General Building Renewal

This memo is to provide the Award Recommendation for the above referenced project. The contract is requested to be awarded to the low bidder, Workman Commercial Construction Services, Ltd. The liquidated damages for not meeting substantial completion will be \$100 per day, One Hundred Eighty (180) days after the Notice to Proceed date. The contract shall include all of the alternates listed in the IFB for a total of One Million, Three Hundred Eighty-One Thousand, One Hundred Fifty Dollars, and No Cents (\$1,381,150.00).

	Square Feet	108,200
<b>TOTAL CO FUNDS RESERVATIONS:</b>		\$3,226,300
	Contract Amount	\$1,381,150
	2% Contingency	\$27,623
	Construction+ 2%:	\$1,408,773
	Cost per square foot	\$13.02

Sheriff's Office Work Order numbers: **244270**  
 Sheriff's Office MicroMain Request number: **5468**  
 SAP Fund Reservation Number: **Subject to Change-30000834 and 30000786**  
 Estimated schedule: **180 DAYS**

Please contact me with any questions at 45321. Your assistance in this matter will be greatly appreciated.

**CC:** Sheriff's Office Engineer's File  
Ron Rizzato  
Maria Wedhorn  
Captain Priddy



*Safety, Integrity, Tradition of Service*

# Funds Reservation 30000834

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	09/25/2013
FM area	1000	Posting date	09/25/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	WEDHORM	Created on	09/25/2013
Last changed by	ROMEROJ1	Last changed	11/26/2013
More Data			
Text	TCJ Jail Renovations		
Reference			
Overall Amount	1,598,267.39 USD		

Document item 001			
Text	Jail Renovations		
Commitment item	521020	Funds center	1370440000
Fund	4072	G/L account	521020
Cost center	1370440000	Due on	
Vendor		Customer	
Amount	751,003.00 USD		

Document item 002			
Text	Jail Renovations		
Commitment item	522010	Funds center	1370440000
Fund	4072	G/L account	522010
Cost center	1370440000	Due on	
Vendor		Customer	
Amount	2,264.98 USD		

Document item 003			
Text	Jail Renovations		
Commitment item	521020	Funds center	1370444055
Fund	4055	G/L account	521020
Cost center	1370444055	Due on	
Vendor		Customer	
Amount	541,862.78 USD		

Document item 004			
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# Funds Reservation 30000834

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	09/25/2013
FM area	1000	Posting date	09/25/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	WEDHORM	Created on	09/25/2013
Last changed by	ROMEROJ1	Last changed	11/26/2013
More Data			
Text	TCJ Jail Renovations		
Reference			
Overall Amount	1,598,267.39 USD		

Text	Jail Renovations		
Commitment item	522020	Funds center	1370444055
Fund	4055	G/L account	522020
Cost center	1370444055	Due on	
Vendor		Customer	
Amount	45,236.63 USD		

Document item 005			
Text	Jail Renovations		
Commitment item	511530	Funds center	1370444056
Fund	4056	G/L account	511530
Cost center	1370444056	Due on	
Vendor		Customer	
Amount	900.00 USD		

Document item 006			
Text	Jail Renovations		
Commitment item	522020	Funds center	1370444056
Fund	4056	G/L account	522020
Cost center	1370444056	Due on	
Vendor		Customer	
Amount	257,000.00 USD		

# Funds Reservation 300000786

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	09/19/2013
FM area	1000	Posting date	09/19/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	WEDHORM	Created on	09/19/2013
Last changed by	ROMEROJ1	Last changed	11/26/2013
More Data			
Text	Jail Renovations III		
Reference			
Overall Amount	2,248,198.00 USD		

Document item 001			
Text	Clean Air		
Commitment item	521020	Funds center	1370440000
Fund	4081	G/L account	521020
Cost center	1370440000	Due on	
Vendor		Customer	
Amount	2,248,198.00 USD		

**TRAVIS COUNTY PURCHASING  
CONSTRUCTION CONTRACT - BID TABULATION FORM**

**SOLICITATION NO.:** IFB No.: B1311-007-JE  
**CONTRACT NO.:** TBD  
**DESCRIPTION:** Travis County Jail ("TCJ") Extended Life Project-Phase II  
**DEPARTMENT:** Travis County Sheriff's Office  
**CONTACT:** Mark Stefanov x45321

**BID DATE:** December 3, 2013  
**BID CLOSED:** January 22, 2014  
**OPEN TIME:** 2:00 P.M., CST  
**BIDS EXPIRE:** April 22, 2014

**BIDS INVITED\*:** 69 (Via BidSync) \*Two advertisement dates published in local publication: 12/6/2013 & 12/13/2013  
**BIDS VIEWED:** 69 (Via BidSync)  
**BIDS PICKED-UP AT THE PURCHASING OFFICE:** 0  
**BIDS RECEIVED:** 3  
**HUBS SOLICITED:** 6 (Via BidSync)  
**HUBS RECEIVED:** 1

<u>Bidder's Name</u>	QA Construction Services, Inc. Austin, Texas (Non-HUB Entity)	Tegrity Contractors Austin, Texas (HUB Entity)	Workman Commercial Construction Austin, Texas (Non-HUB Entity)	This Field Blank
<b>Base Bid</b>	\$1,433,750.00	\$1,700,777.00	\$1,355,000.00	\$0.00
<b>Add Alternate No. 1</b>	\$6,800.00	\$11,777.00	\$5,750.00	\$0.00
<b>Add Alternate No. 2</b>	\$6,800.00	\$8,777.00	\$3,200.00	\$0.00
<b>Add Alternate No. 3</b>	\$9,800.00	\$12,777.00	\$2,000.00	\$0.00
<b>Add Alternate No. 4</b>	\$9,800.00	\$16,777.00	\$4,200.00	\$0.00
<b>Add Alternate No. 5</b>	\$0.00	\$3,777.00	\$3,000.00	\$0.00
<b>Add Alternate No. 6</b>	\$7,500.00	\$13,777.00	\$8,000.00	\$0.00
<b>Base Bid Plus Alternates</b>	<b>\$1,474,450.00</b>	<b>\$1,768,439.00</b>	<b>\$1,381,150.00</b>	
<b><u>REQUIRED FORMS</u></b>	<b>Yes, No or N/A</b>	<b>Yes, No or N/A</b>	<b>Yes, No or N/A</b>	
<b>Item Response Form</b>	Yes	Yes	Yes	
<b>Construction Respondent Acknowledgement</b>	Yes	Yes	Yes	
<b>Acknowledge All Amendments Issued? (As Applicable)</b>	Yes	Yes	Yes	
<b>Bid Bond Received</b>	Yes	Yes	Yes	
<b>Experience Verification</b>	Yes	Yes	Yes	
<b>References</b>	Yes	Yes	Yes	
<b>Ethics Affidavit</b>	Yes	Yes	Yes	
<b>Historically Underutilized Business (HUB)</b>	Yes	Yes	Yes	
<b>Safety Record Questionnaire</b>	Yes	Yes	Yes	
<b>Certificate of Secretary</b>	Yes	Yes	Yes	

John E. Pena

On-file, Travis County Purchasing Office

January 22, 2014

**Print Name**

**Signature**

**Date**

## AGREEMENT FOR CONSTRUCTION SERVICES

CONTRACT NO.: 4400001868

IFB NO.: B1311-007-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 Workman Commercial Construction Services, Ltd. (the "Contractor").

**WHEREAS**, the Owner desires to enter into the Construction Contract for the construction of Travis County Jail "TCJ" Extended Life Projects – Phase II (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 "TCJ Extended Life Projects – Phase II", Travis County, Texas, IFB No.: B1311-007-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 "TCJ Extended Life Projects – Phase II", Travis County, Texas, IFB No.: B1311-007-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 **180 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 **\$100.00 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 \$1,381,150.00 (the "Contract Sum"). The Contract Sum is comprised of (i) \$897,748.00 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) \$483,402.00 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

Workman Commercial Construction Services, Ltd.

By: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge  
Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Name: Benjamin L. Cureton  
Title: President / CEO  
Date: 1-30-14

APPROVED AS TO FORM BY:

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

FUNDS VERIFIED BY:

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

APPROVED BY PURCHASING AGENT:

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