



Travis County Commissioners Court Agenda Request

Meeting Date: April 8, 2014

Prepared By/Phone Number: Patrick Strittmatter, 854-1183 and Marvin Brice, CPPB, 854-9765

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

Commissioners Court Sponsor: Judge Biscoe

Agenda Language:

ACCEPT REQUEST FROM HOT ROD MECHANICAL, INC. TO WITHDRAW THEIR BID FOR IFB NO. B1401-006-PS, TCCC BLDG. 400 DIGITAL MIXING VALVES AND HOT WATER BOILERS, AND

APPROVE CONTRACT AWARD FOR SAME TO NEXT QUALIFIED LOW BIDDER, QA CONSTRUCTION SERVICES, INC.

- **Purchasing Recommendation and Comments:** This procurement action meets the compliance requirements as outlined by the statutes.

This project primarily consists of supplying and installing new digital mixing valves and hot water boilers for Building 400 at the Travis County Correctional Complex (TCCC).

Subject IFB was opened February 26, 2014, with three (3) bids received in response to the solicitation. The Sheriff's Office has reviewed the bids and recommends, and Purchasing concurs with the award of the contract to the qualified low bidder, QA Construction Services, Inc., for a total base bid amount of \$574,750.00.

Hot Rod Mechanical, Inc. was the apparent low bidder, but has requested to withdraw their bid due to a mistake in the bid amount. Hot Rod Mechanical had misread the plans and mistakenly determined that only three (3) hot water boilers were being replaced and not the eight (8) boilers listed in the plans. Based on the incorrect quantity of boilers, Hot Rod Mechanical's bid was \$306,892.00, \$267,858.00 less than the next low bid. Purchasing and the Sheriff's both agree that Hot Rod

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Mechanical did in fact make a mistake in their bid, and therefore recommends the Court allow them to withdraw their bid.

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

➤ **Contract-Related Information:**

Award Amount: \$574,750.00

Contract Type: Construction

Contract Period: 120 calendar days

➤ **Contract Modification Information:** N/A

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 40

Responses Received: 3

HUB Information: No

% HUB Subcontractor: 0%*

*Contractor is not a certified HUB, though it is 100% minority owned, is a member of the US Hispanic Contractors Association, and is in the process to acquire HUB certification. Contractor will be self-performing all of the work for this 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: 300001007

Cost Center(s): 1370440000-522020

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Comments:

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Bid #B1401-006-PS - Building 400 Digital Mixing Valves and Hot Water Boilers

Creation Date **Jan 9, 2014**
Start Date **Jan 29, 2014 11:31:15 AM CST**

End Date **Feb 26, 2014 2:00:00 PM CST**
Awarded Date **Not Yet Awarded**

Hot Rod Mechanical, Inc Bid Contact Bertha Gutierrez hotrodmech@sbcglobal.net Ph 512-386-8686 Fax 512-386-8788	\$306,892.00 Address 3415 E 5th Street Austin, TX 78702
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Agency Notes:		Supplier Notes:		
Item #	Line Item	Unit Price	Qty/Unit	Total Price
B1401-006-PS--01-01	Total Base Bid for Building 400 - Alt 1	\$13,811.00	1 / lump sum	\$13,811.00
Product Code: Unit Amount Text: thirteen thousand eight hundred eleven dollars Total Amount Text: thirteen thousand eight hundred eleven dollars Agency Notes:		Supplier Product Code: Supplier Notes: Total Bid Amount in Words: thirteen thousand eight hundred eleven dollars		
	First Offer	\$306,892.00	1 / lump sum	\$306,892.00
Product Code: Unit Amount Text: three hundred six thousand eight hundred ninety two dollars Total Amount Text: three hundred six thousand eight hundred ninety two dollars Agency Notes:		Supplier Product Code: Supplier Notes: Total Bid Amount in Words: three hundred six thousand eight hundred ninety two dollars		

QA CONSTRUCTION SERVICES, INC. Bid Contact MARCOS GUTIERREZ mg@qasystems.com Ph 512-637-6120 Fax 512-637-8811	\$574,750.00 Address 5811 Blue Bluff Road AUSTIN, TX 78724
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Agency Notes:		Supplier Notes:		
Item #	Line Item	Unit Price	Qty/Unit	Total Price
B1401-006-PS--01-01	Total Base Bid for Building 400 - Alt 1	\$17,500.00	1 / lump sum	\$17,500.00
Product Code: Unit Amount Text: Seventeen thousand five hundred Total Amount Text: Seventeen thousand five hundred Agency Notes:		Supplier Product Code: Supplier Notes: Total Bid Amount in Words: Seventeen thousand five hundred Additional recirc pump and piping for each boiler		
	First Offer	\$574,750.00	1 / lump sum	\$574,750.00
Product Code: Unit Amount Text: Five Hundred Seventy Four seven hundred fifty Total Amount Text: Five Hundred Seventy Four seven hundred fifty Agency Notes:		Supplier Product Code: Supplier Notes: Total Bid Amount in Words: Five Hundred Seventy Four seven hundred fifty		

Commercial Plumbing Specialists Bid Contact Steve Newton commercialplumbing@mac.com Ph 940-365-9570 Fax 940-365-9571	\$628,880.00 Address 5017 So. Hwy 377 Krugerville, TX 76227
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Agency Notes:		Supplier Notes:		
Item #	Line Item	Unit Price	Qty/Unit	Total Price
B1401-006-PS--01-01	Total Base Bid for Building 400 - First Offer	\$628,880.00	1 / lump sum	\$628,880.00
Product Code: Unit Amount Text: Six hundred twenty eight thousand eight hundred eighty dollars Total Amount Text: Six hundred twenty eight thousand eight hundred eighty dollars Agency Notes:		Supplier Product Code: Supplier Notes: Total Bid Amount in Words: Six hundred twenty-eight thousand eight hundred eighty dollars Alt. #1 pricing is additional - \$14,560.00		

**AGREEMENT FOR CONSTRUCTION SERVICES
CONTRACT NO. 4400001857**

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 Travis County Correctional Complex (TCCC) Building 400 Digital Mixing Valves and Hot Water Boilers (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 "Building 400 Digital Mixing Valves and Hot Water Boilers at the Travis County Correctional Complex (TCCC)", IFB No. B1401-006-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 120 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 \$500.00 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 **\$574,750.00** (the "Contract Sum"). The Contract Sum is comprised of (i) **\$375,000.00** 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) **\$199,750.00** 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, 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

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

QA CONSTRUCTION SERVICES, INC.

By: _____
Name: MARCOS S. GUTIERREZ
Title: President
Date: 3/25/14

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

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

DRAFT



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 - Law Enforcement

WES PRIDDY
Major - Corrections

MARK SAWA
Major - Administration & Support

TO: Cyd Grimes, CPM, CPPO, Purchasing Agent

FROM: Wallace Sefcik, Maintenance Manager *Wallace E Sefcik*
3-24-2014

RE: Award Recommendation Memo Building 400 Digital Mixing Valves and Hot Water Boilers project Bid #B1401-006-PS

The Travis County Sheriff's Office Maintenance Section recommends that the lowest responsive bidder, QA Construction Services, Inc., be awarded the bid for the Building 400 Digital Mixing Valves and Hot Water Boilers project.

The original low bid that was submitted by Hotrod Mechanical Inc., did not estimate the scope of work correctly therefore Hotrod Mechanical Inc. withdrew and is deemed non – responsive.

The following funding is in reference to the TCCC Building 400 Digital Mixing Valves and Hot Water Boilers project:

GL # 522020
Funds Center 1370440000
Fund 4038
Funds Reservation # 300001007

CC: Michael Gottner, Captain Corrections
Maria Wedhorn, Financial Analyst Senior
Joeselyn Olney, Accountant Associate
Patrick Strittmatter, Purchasing Agent
Marvin Brice, CPPB Assistant Purchasing Agent



Safety, Integrity, Tradition of Service



HOT ROD MECHANICAL, INC.

3415 East 5th Street
Austin, Texas 78702 Office • (512) 386-8686 • Fax (512) 386-8788
hotrodmech@sbcglobal.net

March 18, 2014

Travis County Purchasing Office
Attention: Ms. Cyd Grimes, Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

Subject: Request to withdraw bid due to bid error.

IFB No.: B1401-006-PS

Title: Travis County Correction Complex, Building 400-Domestic Hot Water Boiler Replacement

Dear Ms. Grimes,

We are requesting that our bid be withdrawn from consideration after it was discovered that the bid submitted contained material mathematical errors after the bid had closed on **DATE** which if awarded would create a financial hardship to our company.

In responding to this solicitation, it was discovered only after the bid was submitted and bid closed that the drawings on Page EP4.1 were not clear in identifying that more than **three boilers** would be required to be replaced and thus skewing our mathematical calculations thereby effecting our ability to respond correctly to this solicitation. The bid amount prepared by our estimating team provided for only three boilers to be replaced and not the **seven**. This mathematical error based on the drawings now create an undue hardship to our organization and staff and we feel that it would also create a hardship in the performance of to complete this work.

HotRod Mechanical respects the opportunity to continue responding to bid solicitations and performing work for Travis County and appreciates your consideration to withdraw from this solicitation due to the mathematical and plan sheet error.

Sincerely,

Bertha Gutierrez
President

TACLA 26151C M-14359

"Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711,
1.800.803.9202, 512.463.6599 ; website : www.license.state.tx.us/complaints."