



Travis County Commissioners Court Agenda Request

Meeting Date: May 6, 2014

Prepared By/Phone Number: Richard Villareal/512-854-4881, Marvin Brice/512-854-9765, Purchasing

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

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract Awards for Minor Construction and Renovation Services, IFB No. B1402-002-RV, to the Qualified Low Bidders:

A.QA Construction Services, Inc.

B.AG Construction Management

- **Purchasing Recommendation and Comments:** Purchasing concurs with departments and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

These contracts will require the contractors to provide labor and materials necessary to perform Minor Construction and Renovation Services. The County will utilize the Job Order Contract (JOC) method of procurement for construction services, specifically for minor repair, rehabilitation or alteration of facilities. Work that is procured through this JOC method is work of a recurring nature where delivery times and quantities are indefinite. Individual projects are awarded to a contractor via job orders based on pre-priced tasks.

IFB No. B1402-002-RV was issued on March 26, 2014, for Minor Construction and Renovation Services. Twelve (12) bids were received on April 16, 2014. Per Section 00500-Agreement for Construction Services, Article II, paragraph 2.3, Method of Award, and to ensure that Minor Construction and Renovation Services can be provided in a timely manner, Facilities Management Department (FMD), Sheriff's Office and Juvenile Probation Office recommends that two(2) contracts be awarded. This will allow for immediate response should a contractor not be able to provide services in an acceptable manner.

The Purchasing Office concurs with the recommendation from FMD, Sheriff's Office and Juvenile Probation to award contracts to the lowest qualified bidders QA Construction Services, Inc. and AG Construction Management.

One of the bidders to whom a contract is being recommended (AG Construction Management) is a certified HUB. The Purchasing Office will also be tracking HUB dollars by requiring that contractors identify their HUB percentages for each individual project.

One of the bidders (SEFBO Pipeline Bridge, Inc.) withdrew their bid due to miscalculation of the bid unit prices (see attachment).

➤ **Contract-Related Information:**

Award Amount: N/A (as needed basis)

Contract Type: Construction

Contract Period: Twenty-four (24) month period commencing upon award of the court.

➤ **Solicitation-Related Information:**

Solicitations Sent: 46

Responses Received: 12

HUB Information: 6

% HUB Subcontractor: N/A

➤ **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:**

SAP Shopping Cart #:

Funding Account(s):

Comments: Funding to be identified on each individual Job Order.

AGREEMENT FOR CONSTRUCTION SERVICES

Contract No. 4400002020; IFB No. B1402-002-RV _____

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 Minor Construction and Renovation Services (the "Project(s)") 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 Form, General Conditions, Supplementary Conditions, and the Specifications (which term shall include the Drawings and/or Plans marked Minor Construction and Renovation Services, IFB No. B1402-002-RV and Divisions 1 through 49; 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 for each Project, 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 "Commissioners Court"), the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and Plans marked Minor Construction and Renovation Services, IFB No. B1402-002-RV and Divisions 1 through 49, and all addenda issued by 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 for the corresponding Project, and subject to authorized adjustments, shall achieve substantial completion of the Work within the performance period specified in each individual Job Order, as defined herein (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 that an amount per day will be specified in each individual Job Order, and 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 **TERM OF CONTRACT:** The term of this Construction Contract shall be for an initial period of twenty-four (24) months, commencing upon award by the Commissioners Court, subject to earlier termination as provided herein and to the extension option described below.
- 2.2 **OPTION TO EXTEND:** County may unilaterally extend this contract for three (3) additional one (1) year periods, and all provisions of this Contract, except for term shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) days prior to expiration to the current term. The total term of this Contract, including the Options to Extend, shall not exceed sixty (60) months. County shall have the right to exercise all or a portion of the Options to Extend in any combination it deems necessary.
- 2.3 **METHOD OF AWARD:** Award, if any, will be made to the responsible bidder(s) whose Total Bid Amount is/ are the lowest, as specified in the Bid Form. The County may award multiple contracts for these requirements.
- 2.4 When the Owner has need for services to be performed in connection with any facility maintained by the Owner, it shall issue a notice to the Contractor specifying the work to be performed. The Contractor shall develop a cost estimate according to the fee schedule set forth in the Contractor's bid and shall submit the same to the Owner (the "Contractor's Cost Estimate"); provided, however, the Owner's solicitation of the Contractor's Cost Estimate shall not create a binding obligation on the part of the Owner to have Work performed by the Contractor. The Contractor's Cost Estimate shall be divided into: (a) the sum 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 the Project (tax-exempt costs); and (b) the sum 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 (non-tax-exempt costs). This division of the Contractor's Cost Estimate is made to reflect sales tax purposes only. Invoices and payments need not reflect this division. However, Contractor shall maintain internal records to verify. Contractors shall make these records available upon request of the Travis County Auditor.
- A. Where the Owner and the Contractor agree that the Contractor shall perform the Work, and the Contractor's Cost Estimate exceeds \$500,000.00, the parties shall execute a written Job Order pursuant to which the Contractor shall perform the Work. The Job Order shall be presented to the Commissioners Court for approval. Upon approval by the Commissioners Court, the Job Order will be forwarded to the Contractor, together with a purchase order issued by the Travis County Purchasing Agent.
- B. Where the Contractor's Cost Estimate is less than \$500,000.00, and the Owner and the Contractor agree that the Contractor shall perform the Work, the parties shall execute a Job Order pursuant to which the Contractor shall perform the Work. The Job Order will be forwarded to the Contractor, together with a purchase order issued by the Travis County Purchasing Agent. The Contractor acknowledges and agrees that it is not authorized to perform the Work without a valid purchase order setting forth the scope of the Work. The Owner shall pay the Contractor the sum specified in the Job Order in accordance with the payment provisions set forth in Article 9 of the General Conditions, which shall be a not-to-exceed amount based upon the Contractor's Cost Estimate as approved by the County.
- 2.5 Concurrently with the parties' execution of the Job Order, the Contractor shall furnish to the Owner (i) a payment bond in the full amount of the Job Order if such amount is in excess of \$25,000 and (ii) a performance bond in the full amount of the Job Order if such amount is in excess of \$100,000. Such bonds shall be executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas. The Contractor shall also furnish to the Owner the certificate of insurance naming the Owner as an additional insured and showing coverages in accordance with Exhibit B, attached hereto and made a part hereof.
- 2.6 If at any time during the performance of the Construction Contract, the Travis County Commissioners Court (i) fails to provide funding for the 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 the Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and

termination, terminate the 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 that date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed to that date, including without limitation any recovery allowed for lost profits anticipated to be made hereunder.

- 2.7 Other than by issuance of a Job Order for each Project, the Construction Contract may be amended only by the following written instruments: (i) a "Travis County Purchasing Office General Modification" form signed by the Contractor and necessary representatives designated by the Owner, and (ii) a change order/modification form issued by the Owner and signed by the Contractor and necessary representatives designated by the Owner.
- 2.8 On each anniversary of the contract commencement, an escalation adjustment factor may be applied universally and equally to all the contract unit prices. This escalation adjustment factor shall be based on changes in the Consumer Price Index (CPI) between the contract commencement date and the anniversary date. The percent escalation allowable will be based on the percent change in the CPI for Urban Wage Earners and Clerical Workers, Current Series (CPI-W, U.S. City Average, All Items, Not Seasonally Adjusted) published by the United States Department of Labor, Bureau of Labor Statistics. The index may be obtained from the United States Bureau of Labor Statistics web site at www.bls.gov. The index month three (3) months prior to the anniversary month for the current year and the contract commencement year shall be used to determine the percent increase. The first eligible CPI contract adjustment will be May, 2014, based upon the percent change in the CPI from June, 2013 (commencement year) to May, 2014 (anniversary year). Each succeeding year, the same procedure as outlined above will be used. Upon approval by the County of the escalation adjustment factor to be used for future work, a contract modification, signed by the Contractor and the Travis County Purchasing Agent, will be issued.
- 2.9 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 the Construction Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if breached by Contractor, and (ii) collect exemplary damages in an amount as determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any County officer or employee. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.10 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 bona fide 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 the Construction Contract without liability or in its discretion to deduct from the amount due from the Owner to the contractor, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.11 No action or failure to act by the Owner or the Contractor shall constitute a waiver or 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.
- 2.12 Any clause, sentence, provision, paragraph, or article of the Construction Contract held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of the Construction Contract, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- 2.13 The construction contract is wholly performable in Travis County and venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Construction Contract shall lie exclusively in Travis County, Texas. This Construction Contract shall be governed by and construed in accordance with Texas law.

- 2.14 The Construction Contract shall be binding upon and inure to the benefit of the Owner and the Contractor and their respective successors, executors, administrators, and assigns. Neither the Owner nor Contractor may assign, sublet, or transfer its interest in or obligation under the Construction Contract without the written consent of the other party hereto.
- 2.15 The recitals, premises, and representations contained on the first page of the Construction Contract are incorporated herein as if set forth verbatim. The Construction Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. The Construction Contract may be amended only by written instrument signed by both the Owner and the Contractor. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THE CONSTRUCTION CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.

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

TRAVIS COUNTY, TEXAS

QA Construction Services Inc.

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

By: _____
Name: MARCOS GUTIERREZ
Title: President
Date: 4/24/14

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

APPROVED BY PURCHASING AGENT:

County Purchasing Agent

AGREEMENT FOR CONSTRUCTION SERVICES

Contract No. 4400002021; IFB No. B1402-002-RV

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 **AG Construction Management** (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for **Minor Construction and Renovation Services (the "Project(s))"** 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 Form, General Conditions, Supplementary Conditions, and the Specifications (which term shall include the Drawings and/or Plans marked **Minor Construction and Renovation Services, IFB No. B1402-002-RV and Divisions 1 through 49;** 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:

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- 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 for the corresponding Project, and subject to authorized adjustments, shall achieve substantial completion of the Work within **the performance period specified in each individual Job Order,** as defined herein (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 that **an amount per day will be specified in each individual Job Order,** and 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.

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- 2.1 **TERM OF CONTRACT:** The term of this Construction Contract shall be for an initial period of twenty-four (24) months, commencing upon award by the Commissioners Court, subject to earlier termination as provided herein and to the extension option described below.
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- 2.6 If at any time during the performance of the Construction Contract, the Travis County Commissioners Court (i) fails to provide funding for the 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 the Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and

termination, terminate the 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 that date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed to that date, including without limitation any recovery allowed for lost profits anticipated to be made hereunder.

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- 2.8 On each anniversary of the contract commencement, an escalation adjustment factor may be applied universally and equally to all the contract unit prices. This escalation adjustment factor shall be based on changes in the Consumer Price Index (CPI) between the contract commencement date and the anniversary date. The percent escalation allowable will be based on the percent change in the CPI for Urban Wage Earners and Clerical Workers, Current Series (CPI-W, U.S. City Average, All Items, Not Seasonally Adjusted) published by the United States Department of Labor, Bureau of Labor Statistics. The index may be obtained from the United States Bureau of Labor Statistics web site at www.bls.gov. The index month three (3) months prior to the anniversary month for the current year and the contract commencement year shall be used to determine the percent increase. The first eligible CPI contract adjustment will be May, 2014, based upon the percent change in the CPI from June, 2013 (commencement year) to May, 2014 (anniversary year). Each succeeding year, the same procedure as outlined above will be used. Upon approval by the County of the escalation adjustment factor to be used for future work, a contract modification, signed by the Contractor and the Travis County Purchasing Agent, will be issued.
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- 2.10 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 bona fide 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 the Construction Contract without liability or in its discretion to deduct from the amount due from the Owner to the contractor, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.11 No action or failure to act by the Owner or the Contractor shall constitute a waiver or 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.
- 2.12 Any clause, sentence, provision, paragraph, or article of the Construction Contract held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of the Construction Contract, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- 2.13 The construction contract is wholly performable in Travis County and venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Construction Contract shall lie exclusively in Travis County, Texas. This Construction Contract shall be governed by and construed in accordance with Texas law.

2.14 The Construction Contract shall be binding upon and inure to the benefit of the Owner and the Contractor and their respective successors, executors, administrators, and assigns. Neither the Owner nor Contractor may assign, sublet, or transfer its interest in or obligation under the Construction Contract without the written consent of the other party hereto.

2.15 The recitals, premises, and representations contained on the first page of the Construction Contract are incorporated herein as if set forth verbatim. The Construction Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. The Construction Contract may be amended only by written instrument signed by both the Owner and the Contractor. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THE CONSTRUCTION CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.

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

TRAVIS COUNTY, TEXAS

AG Construction Management

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

By: Anthony Gutierrez
Name: ANTHONY GUTIERREZ
Title: OWNER
Date: 4-24-14

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

APPROVED BY PURCHASING AGENT:

County Purchasing Agent



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: Service Contracts
FILE: 102

TO: Cyd V. Grimes, C.P.M., CPPO, Purchasing Agent

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

DATE: April 23, 2014

SUBJECT: Minor Construction and Renovation Services
IFB No. B1402-002-RV
Recommendation for Award

A handwritten signature in blue ink, reading "Roger A. El Khoury", is written over the "FROM" field.

Facilities Management Department (FMD) recommends award of the Minor Construction and Renovation Services Contracts to the two apparent low bidders, QA Constructions Services, Inc., and AG Construction Management. Twelve contractors submitted bids on the subject IFB, but one bid was withdrawn.

FMD reviewed the bid tabulations and determined that the two low bids are fair and reasonable. Due to the anticipated projects that will be awarded in the next two years against these contracts, FMD is recommending only awarding two contracts. Other procurement methods will be used for the very large construction projects that are planned for the next two year period. Funding for the individual job orders against these contracts will be identified when the projects are submitted for award.

In accordance with the procedure to secure approval for these contract awards, this request is being forwarded along with the supporting documents for approval by the Commissioners Court on May 6, 2014. If approved, please issue fully executed contracts to QA Construction and AG Construction Management. Please call John Carr at 44772 or Fraser Gorrell at 49777 with any questions on this request.

ATTACHMENT:

Bid Tabulation Form

COPY TO:

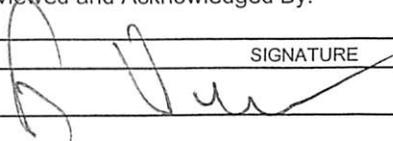
Leroy Nellis, Acting County Executive, Planning and Budget
Marvin Brice, Purchasing Agent Assistant, Purchasing Office
John Carr, Administrative Director, FMD
Amy Draper, CPA, Financial Manager, FMD
Fraser Gorrell, Construction Cost Estimator, FMD
Richard Villareal, Purchasing Agent Assistant, Purchasing Office

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

BID NO.: B1402-002-RV BID DATE: April 16, 2014 BIDS SOLICITED: 46
 DESCRIPTION: Minor Construction & Renovation Services OPEN TIME: 2:00 p.m. CST BIDS RECEIVED: 12
 DEPARTMENT: Facilities Management BIDS EXPIRE: July 15, 2014 HUBS SOLICITED: 40
 CONTACT/NO.: John Carr/(512) 854-4772 HUBS RECEIVED: 6

Bidder's Name	**Grand Total Bid	Bond	Add.	Eth.	Cert. Sec.	Safety	HUB Info.
							HUB
1 QA Construction	\$912,538.17	X	X	X	X	X	No
2 AG Construction	\$1,087,636.32	X	X	X	X	X	Yes
3 Fore Construction	\$1,129,779.34	X	X	X	X	X	No
4 Waag, LLC-M2	\$1,204,344.03	X	X	X	X	X	No
5 Architectural Habitat	\$1,296,751.12	X	X	X	X	X	Yes
6 Trimbuilt	\$1,521,604.37	X	X	X	X	X	No
7 STR Constructor	\$1,529,133.81	X	X	X	X	X	No
8 Barr Company	\$2,220,187.10	X	X	X	X	X	Yes
9 Unity Contractor	\$2,297,049.41	X	X	X	X	X	Yes
10 Sullivan	\$3,263,347.42	X	X	X	X	X	Yes
11 MGB Group	\$3,299,854.83	X	X	X	X	X	Yes
12 Sefbo Pipeline Bridge*** <i>Bid Withdrawn</i>	\$1,978,810.64	X	X	X	X	X	No

Reviewed and Acknowledged By:

SIGNATURE	PRINT NAME	DATE
	Richard Villareal	4/16/14

** These bid totals are based on evaluation scenario's solely to determine the lowest bidder on sample projects. This bid tabulation does not reflect actual contract award amounts.



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

MEMORANDUM

TO: Cyd Grimes, Purchasing Agent
VIA: Richard Villareal
FROM: Mark Stefanov, P.E.
DATE: April 24, 2014
SUBJECT: Job Order Contractor (JOC) Recommendation

This e-mail is in response to a request for a recommendation on the latest Job Order Contractor (JOC) bid submission. I understand that my opinion is desired for the two preliminarily selected firms.

The first firm is QA Construction Services, Inc. I endorse this firm from several years of direct experience on Travis County work for me in excess of two million dollars. They have performed above average in those contracted jobs. This is based on the owner's efforts, Marcus Gutierrez, and the very qualified Project Manager, Hanh Nguyen efforts to over deliver at a fair cost.

The second firm, AG Construction Management, has not done work directly for me at the Travis County Sheriff's Office. However, I am familiar with their reputation through reliable sources within the County. I endorse this firm as well.

I look forward to working with both of these firms as the need arises. It appears that several of my projects may fit one or the other of these firms' strengths. I appreciate Purchasing's assistance in locating such qualified firms.



Safety, Integrity, Tradition of Service



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue - Austin Texas 78704
Phone: (512)854-7000 Fax: (512)854-7097

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: Cyd Grimes
Purchasing Agent

FROM: *Estela P. Medina*
Estela P. Medina
Chief Juvenile Probation Officer

RE: Bid Submission for Job Order Contractors QA Construction Services and AG Construction Management

DATE: April 25, 2014

The Travis County Juvenile Probation Department recommends the bid submissions of QA Construction Services and AG Construction Management for the Job Order Contract (JOC). QA Construction has already provided excellent roof and skylight repairs for the Department. AG Construction Management has not completed any work for the Department but based on the recommendation of Roger A. El Khoury, Director of Facilities Management, we endorse their bid submission as well.

Funding for this project is as follows:

Cost Center: 1450120001- Facilities Building Maintenance
GL#: 511530- Building Repairs and Maintenance

If you need any additional project related information, please contact Michael Williams at 512-854-7011.

XC: Marvin Brice, CPPB, Assistant Purchasing Agent, TCPO
Richard Villarreal, Purchasing Agent Assistant, TCPO
Darryl Harrison, HR and Staff Division Director, TCPD
Sylvia Mendoza, Financial Manager, TCJPD, Finance Division

SEFBO
PIPELINE BRIDGE, INC.



5306 Middle Fiskville Rd, Austin, Texas 78751 • Telephone: (800) 222-5695 • Facsimile: 512-458-1365

Page 1 of 1

April 23, 2014

To: Mr. Richard Villareal,
Travis County Purchasing Office
700 Lavaca St, Suite 800
Austin, TX 78701

From: Chi-kao Hsu, Ph.D., P.E.

Re: B1402-002-RV Minor Construction & Renovation Services

Dear Mr. Villareal:

Thank you for the opportunity to work on the above captioned project. We regret to inform you that SEFBO will withdraw from the bid that was submitted on April 16, 2014, due to misunderstanding of the bid documents and miscalculation of the bid unit prices.

Pursuant to our prior telephone discussion, it is to our understanding that SEFBO's bid bond will be returned intact without penalty.

We look forward to working with you and the Travis County Purchasing Office for future projects.

Sincerely,
SEFBO Pipeline Bridge, Inc.

A handwritten signature in black ink, appearing to read 'Chi-kao Hsu', written in a cursive style.

Chi-kao Hsu, Ph.D., P.E.
Vice President of Engineering

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

BID NO.: B1402-002-RV BID DATE: April 16, 2014 BIDS SOLICITED: 46
 DESCRIPTION: Minor Construction & Renovation Services OPEN TIME: 2:00 p.m. CST BIDS RECEIVED: 12
 DEPARTMENT: Facilities Management BIDS EXPIRE: July 15, 2014 HUBS SOLICITED: 40
 CONTACT NO.: John Carr/(512) 854-4772 HUBS RECEIVED: 6

Bidder's Name	**Grand Total Bid	Bond	Add.	Eth.	Cert. Sec.	Safety	HUB Info. HUB
1 QA Construction	\$912,538.17	X	X	X	X	X	No
2 AG Construction	\$1,087,636.32	X	X	X	X	X	Yes
3 Fore Construction	\$1,129,779.34	X	X	X	X	X	No
4 Waag, LLC-M2	\$1,204,344.03	X	X	X	X	X	No
5 Architectural Habitat	\$1,296,751.12	X	X	X	X	X	Yes
6 Trimbuilt	\$1,521,604.37	X	X	X	X	X	No
7 STR Constructor	\$1,529,133.81	X	X	X	X	X	No
8 Barr Company	\$2,220,187.10	X	X	X	X	X	Yes
9 Unity Contractor	\$2,297,049.41	X	X	X	X	X	Yes
10 Sullivan	\$3,263,347.42	X	X	X	X	X	Yes
11 MGB Group	\$3,299,854.83	X	X	X	X	X	Yes
12 Setbo Pipeline Bridge (Bid Withdrawn)	\$1,978,810.64	X	X	X	X	X	No

Reviewed and Acknowledged By:

SIGNATURE	PRINT NAME	DATE
	Richard Villareal	4/16/14

** These bid totals are based on evaluation scenario's solely to determine the lowest bidder on sample projects. This bid tabulation does not reflect actual contract award amounts.