



Travis County Commissioners Court Agenda Request

Meeting Date: August 19, 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 Samuel T. Biscoe

Agenda Language: Approve contract award for Heman Marion Sweatt Travis County Courthouse Elevator Refurbishment/Upgrade, IFB No. 1406-005-AG, to the low bidder, Tejas Elevator Co.

- **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 the refurbishment and upgrade of two independent passenger traction elevators and replacement of existing internal elevator's equipment and hoistway located at the Heman Marion Sweatt Travis County Courthouse, 1000 Guadalupe Street, Austin, Texas.

IFB 1406-005-AG was issued on July 2, 2014. A total of twenty-five (25) vendors were solicited, using Travis County's third party e-procurement system, BidSync, one (1) bid was received electronically in response to the solicitation when subject IFB opened on July 23, 2014, at 3:00 p.m. The sole bidder was Tejas Elevator Co., with a Base Bid of \$321,000.00. Potential bidders were contacted prior to the closing of the IFB to remind them of the solicitation. Ten randomly selected bidders were contacted in an effort to determine why they did not submit a bid. The primary reasons stated were: 1) their current workload did not allow for an additional project 2) the lack of qualified staff limited their ability to pursue additional work.

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 is zero HUB subcontracting opportunities available by this firm.

The Facilities Management Department (FMD) recommends that a contract be awarded to Tejas Elevator Co., in the amount of \$321,000.00. FMD has determined that the price is fair and reasonable. Purchasing concurs with FMD's contract award recommendation.

➤ **Contract-Related Information:**

Award Amount: \$321,000.00

Contract Type: Construction

Contract Period: 210 Calendar Days after NTP issuance

➤ **Solicitation-Related Information:**

Solicitations Sent: 25

Responses Received: 1

HUB Information: 6

% 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: 300001098

Cost Center-G/L No'(s): 1148020001-520040, Fund 0001

Comments:



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

**FMD Project: TCCH-86-14R-3M
FILE: 703**

TO: Cyd V. Grimes, CPM, CPPO, Purchasing Agent

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

John Carr for Roger El Khoury

DATE: August 1, 2014

SUBJECT: Heman Marion Sweatt Travis County Courthouse (TCCH) Elevator Refurbishment
IFB No. B1406-005-AG Award Recommendation

Facilities Management Department (FMD) recommends award of the Heman Marion Sweatt Travis County Courthouse (TCCH) Elevator Refurbishment in the amount of \$321,000.00 to the apparent low bidder, Tejas Elevator.

FMD has reviewed the bid tabulation and determined that the responsive low bid is fair and reasonable. FMD is recommending award of the bid. The construction schedule is 180 calendar days after issuance of notice to proceed. The project funds are in cost center - 1148020001, G/L account - 520040 and encumbered under funds reservation number 300001098.

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 19, 2014. If approved, please issue a fully executed contract to Tejas Elevator. Please direct any questions on this request to AJ Jalifi at 44788.

ATTACHMENT:
Bid Tabulation Form

COPY TO:

Leroy Nellis, Acting County Executive, PBO
John Carr, Administrative Director, FMD
Amy Draper, CPA, Financial Manager, FMD
Marvin Brice, CPPB, Assistant Purchasing Agent, TCPO
Jesus Angel Gomez, Purchasing Agent Assistant, TCPO

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2014 AUG -1 PM 4: 14

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



BID NO.: B1406-005-AG BID DATE: July 23, 2014 BIDS SOLICITED: 2101
 (Via Bidsync)
 DESCRIPTION: Heman Marion Sweatt Travis County Courthouse - Elevator VENDORS VIEWED: 25
 (Via Bidsync)
 DEPARTMENT: Facilities Management Department (FMD) BIDS EXPIRE: October 21, 2014 BIDS RECEIVED: 1
 CONTACT/NO.: Jesus Angel Gomez / 854-1187 HUBS SOLICITED: 4
 HUBS RECEIVED: 0

	Bidder's Name	Base Bid	Bond	Add.	Eth.	Cert. Sec.	Safety	HUB Information	
								HUB	%
1	TEJAS ELEVATOR (BIDSYNC)	\$321,000.00	X	X	X	X	X	No	0%
2	LAST ENTRY								
3									
4									
5									
6									
7									
8									
9									
10									

NOTES: * Hard copy bid submitted. All others used Bydsinc.

Reviewed and Acknowledged By:

 Digitally signed by ange.gomez@co.travis.tx.us DN: cn=angel.gomez@co.travis.tx.us Date: 2014.07.24 10:09:05 -05:00	PRINT NAME	DATE
	JESUS ANGEL GOMEZ	7/24/2014

**Bid Tabulation Packet
for
Solicitation B1406-005-AG**

**Heman Marion Sweatt Travis County Courthouse -
Elevator Refurbishment/Upgrade**

Bid designation: Public



Travis County

Bid #B1406-005-AG - Heman Marion Sweatt Travis County Courthouse - Elevator Refurbishment/Upgrade

Creation Date Jun 13, 2014

End Date Jul 23, 2014 3:00:00 PM CDT

Start Date Jul 2, 2014 9:46:21 AM CDT

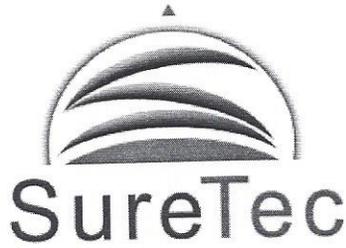
Awarded Date Not Yet Awarded

B1406-005-AG--01-01 Heman Marion Sweatt Travis County Courthouse - Elevator Refurbishment/Upgrade					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Tejas Elevator	First Offer - \$321,000.00	1 / lump sum	\$321,000.00	Y	Y
Product Code: Unit Amount Text: Three Hundred Twenty One Thousand Dollars Total Amount Text: Three Hundred Twenty One Thousand Dollars Agency Notes:			Supplier Product Code: Supplier Notes:		

Supplier Totals

Tejas Elevator		\$321,000.00
Bid Contact	Courtney Niemtschk courtney@tejaselevator.com Ph 512-280-9294	Address 4424 BRANDT RD STE D AUSTIN, TX 78744
Agency Notes:	Supplier Notes:	

**



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Tejas Elevator Company as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 9737 Great Hills Trail, Suite 320, Austin, Tx 78759, as surety, hereinafter called the "Surety," are held and firmly bound unto Travis County, 700 Lavaca St, Ste 800, Austin, Texas 78701 as obligee, hereinafter called the Obligee, in the sum of Five Percent of Greatest Amount of Bid Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Herman Marion Sweatt Courthouse.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 23rd day of July, 2014.

Tejas Elevator Company
(Principal)

BY: _____

TITLE: _____

SureTec Insurance Company

BY: Sophinia Hunter
Sophinie Hunter, Attorney-in-Fact



POA #: 4221049

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Clinton Norris, David C. Oxford, Peggy G. Hogan,
Sherrel M. Breazeale, Sophinie Hunter, Stephen J. Rickenbacher, Steven Lott

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

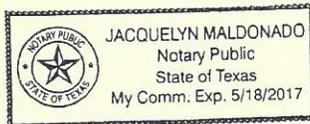
SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President



State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 23rd day of July, 2014, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION
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Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

**Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM SUBCONTRACTING DECLARATION

The HUB Program policies and Minority and Woman-Owned Business subcontracting goals shall be applicable to the eligible procurement dollars spent in the areas of Construction, Commodities, Services, and Professional Services.			
COMMODITIES	Overall MBE Goal: 3.5%	Sub-goals: 0.3% African-American 2.5% Hispanic 0.7% Asian/Native-American	Overall WBE Goal: 6.2%
X CONSTRUCTION	Overall MBE Goal: 13.7%	Sub-goals: 1.7% African-American 9.7% Hispanic 2.3% Asian/Native-American	Overall WBE Goal: 13.8%
SERVICES	Overall MBE Goal: 14.1%	Sub-goals: 2.5% African-American 9.9% Hispanic 1.7% Asian/Native-American	Overall WBE Goal: 15.0%
PROFESSIONAL SERVICES	Overall MBE Goal: 15.8%	Sub-goals: 1.9% African-American 9.0% Hispanic 4.9% Asian/Native-American	Overall WBE Goal: 15.8%

Section 1 BIDDER AND SOLICITATION INFORMATION

Bidder Company Name: Tejas Elevator Company		State of Texas VID#: 74-2577652	
Address: 4424 D Brandt Road	City: Austin	State: Texas	Zip Code: 78744
Contact: Courtney Niemschck	Phone No.: 512-280-9294	Fax No.: 512-280-2224	E-mail: courtney@tejselevator.com
Project Name: Herman Marion Sweatt Courthouse	Total Bid Amount: 321,000	Solicitation #: B1406-005-AG	
Is your company a certified HUB? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)

Definitions:

HUB – Historically Underutilized Business ▪ M/WBE – Minority/Women-Owned Business Enterprise ▪ DBE – Disadvantage Business Enterprise

The policy of the Travis County Purchasing Office is to ensure a "Good Faith Effort" (GFE) is made to assist certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-owned Business (M/WBE) goals adopted by the Travis County Commissioners Court. Travis County encourages all Bidders to register as a County vendor through the County's online vendor registration.

**Prime Contractors who are awarded contracts with the County are required to make a "Good Faith Effort" to subcontract with HUBs. This includes professional services associated with the projects.*

SECTION 2 SUBCONTRACTING INTENTIONS

Percentage to be subcontracted to Certified HUBs: **0**

Total MBE Dollars:	Total MBE Percentage:	Total WBE Dollars:	Total WBE Percentage:
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Check the box that applies to the Bidder:

- We are able to fulfill all subcontracting opportunities with our own resources. If circumstances necessitate the use of any subs, I agree to seek the timely authorization by the County and adhere to the submission of any required documentation. (Complete Sections 5, 6 and 8)
- We plan to subcontract some or most of the opportunities of this project and meet or exceed the set goals. (Complete Sections 3, 4, 6 and 8)
- We plan to utilize subcontractors on this project, but will not meet the set goals. (Complete Sections 3, 4, 5, 6 and 8)

SECTION 3 DISCLOSURE OF CERTIFIED HUB SUBCONTRACTORS		(Duplicate as necessary)	
Travis County exercises the right to verify subcontractors listed on this project. It is the County's practice to consider ethnicity before gender when distinguishing HUB certifications and calculating goal achievement.			
<i>Note: To be considered "certified" with the State of Texas, City of Austin or the Texas Unified Certification Program, please attach a current and valid certificate. Sub-goals are included to assist you in diversifying your subcontractors.</i>			
Sub Company Name:		State of Texas VID#	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
Sub Company Name:		State of Texas VID#	
Address:	City:	Address:	City:
Contact:	Phone No.:	Contact:	Phone No.:
Subcontract Amount:	Percentage:	Subcontract Amount:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
Sub Company Name:		State of Texas VID#	
Address:	City:	Address:	City:
Contact:	Phone No.:	Contact:	Phone No.:
Subcontract Amount:	Percentage:	Subcontract Amount:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
Sub Company Name:		State of Texas VID#	
Address:	City:	Address:	City:
Contact:	Phone No.:	Contact:	Phone No.:
Subcontract Amount:	Percentage:	Subcontract Amount:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
Sub Company Name:		State of Texas VID#	
Address:	City:	Address:	City:
Contact:	Phone No.:	Contact:	Phone No.:
Subcontract Amount:	Percentage:	Subcontract Amount:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)

SECTION 4 DISCLOSURE OF NON-HUB SUBCONTRACTORS		(Duplicate as necessary)	
Travis County exercises the right to verify subcontractors listed on this project.			

Sub Company Name:			State of Texas VID#:		
Address:		City:		State:	Zip Code:
Contact:		Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:		Percentage:		Description of Work:	
Sub Company Name:			State of Texas VID#:		
Address:		City:		State:	Zip Code:
Contact:		Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:		Percentage:		Description of Work:	
Sub Company Name:			State of Texas VID#:		
Address:		City:		State:	Zip Code:
Contact:		Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:		Percentage:		Description of Work:	
Sub Company Name:			State of Texas VID#:		
Address:		City:		State:	Zip Code:
Contact:		Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:		Percentage:		Description of Work:	
Sub Company Name:			State of Texas VID#:		
Address:		City:		State:	Zip Code:
Contact:		Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:		Percentage:		Description of Work:	

SECTION 5 NON-COMPLIANT FOR MEETING SET HUB GOALS CHECKLIST

If you were unable to meet the set goals for this project, select the box by the response(s) that best fits your situation.

- All subs to be utilized are "Non-HUBs." HUBs solicited did not respond.
- HUBs solicited were not competitive. HUBs were unavailable for the following trade(s):

SECTION 6 DETERMINATION OF "GOOD FAITH EFFORT" (GFE) CHECKLIST

The following checklist shall be completed by the Bidder and returned with the response. This list contains the minimum efforts that should be put forth by the Bidder when attempting to achieve or exceed the HUB goals. The Bidder may go beyond the efforts listed below. If additional information is needed, the Bidder will be contacted by the HUB Program Staff. Select the box that describes your efforts.

- Divide the contract work into the smallest feasible portions to allow for maximum HUB Subcontractor participation, consistent with standard and prudent industry practices.
- Notify HUBs of work that the prime contractor plans to subcontract, allowing sufficient time for effective participation?
The HUB Program encourages that three or more HUBs be notified per scope of work and given no less than five working days to respond. (The notification should contain adequate information about the project i.e. plans, specifications, and scope of work; Bonding and insurance requirements of the HUB subcontractor; and a point of contact within the Bidders organization.)
- If a bid was requested from a HUB and then rejected, was a written rejection notice detailing the reasons why they were not selected issued?
If yes, provide a copy of the rejection letter.
- Provide notices of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants? If yes, attach correspondence.
- Bidder has (0) zero HUB participation. Provide an explanation **Tejas Elevator will self perform the entire contract.**

SECTION 7 RESOURCES

TRADE ASSOCIATIONS	PHONE (512)	FAX	E-mail/website
Asian Construction Trade	926-5400	926-5410	www.acta-austin.com
Austin Black Contractors	467-6894	467-9808	www.abcatx.com

Austin Metropolitan United Black Contractors	784-1891	255-1451	unism@sbcglobal.net
Natl. Assoc. of Women in Construction	476-5534	476-8337	
US Hispanic Cont. Assoc. de Austin	922-0507	374-1421	www.ushca-austin.com
CERTIFYING AGENCIES TRAVIS COUNTY RECOGNIZES	CERTIFYING AGENCIES VENDOR DATABASE WEBSITES		
State of Texas Centralized Master Bidders List	www.cpa.state.tx.us/business.html		CMBL includes certified HUBs.
City of Austin Minority Vendor Database	www.austintexas.gov/department/small-and-minority-business		Certified Vendors Directory
Texas Unified Certification Program	www.dot.state.tx.us/business		TUCP DBE Directory

SECTION 8 AFFIRMATION

As evidenced by my signature below, I certify that all the information provided is correct to the best of my knowledge. I am an authorized representative of the Bidder listed in SECTION 1, and that the information and supporting documentation submitted with HUB Forms are correct and true to the best of my knowledge.

Bidder understands and agrees that, if awarded any portion of the solicitation:

- The Bidder must either utilize Travis County HUB Programs Vendor Tracking System (VTS) to report payments to sub-contractors on a monthly basis or submit monthly Payment Reports as requested by the HUB Program Coordinator.
- The Bidder must seek pre-approval from the HUB Program Coordinator prior to making any modifications to their HUB Sub-contracting Plan. The Bidder must complete a HUB Subcontractor/Subconsultant Change Form obtained from the HUB Program Staff. Return form via fax to 512-854-9185 or email hubstaff@co.travis.tx.us.

▪ Travis County HUB Program Staff will perform a Good Faith Effort (GFE) Review, documenting the efforts put forth by the Bidder.

Name and Title: Courtney Niemtschk, Sales Manager	Date: 07/23/2014
E-mail Address: courtney@tejaselevator.com	Signature: Courtney Niemtschk
Provide contact information for the individual in your office who will handle invoicing for this project:	
Name and Title: Kathi Denison	E-mail Address: kathi@tejaselevator.com
Phone No.: 512-280-9294	Fax No.: 512-280-2224

Please be reminded that Travis County is not party to your agreement executed with the subcontractors and subconsultants.

Supplier: **Tejas Elevator**

**CERTIFICATE OF SECRETARY
(Required for bidders which are corporations)**

I CERTIFY that:

I am the duly qualified and acting Secretary of **Tejas Elevator Company**
[Name of Corporation],

a duly organized and existing corporation of the State **Texas**
[Name of State]

The following is a true copy of a Resolution duly adopted by the Board of Directors of such corporation in a meeting legally held on the **23** day of **July**, 2014, and entered in the minutes of such meeting in the minute book of the Corporation.

RESOLVED, that this corporation enter and that **Courtney Niemtschk**,
[Insert Name of Person Executing Bid Form]

the **Sales Manager**. of this corporation, is authorized and directed to
[Position with Corporation]

execute on behalf of and as the act of this corporation the Bid Form for the Travis County Heman Marion Sweatt Travis County Courthouse - Elevator Refurbishment/Upgrade together with all associated documents and, should this corporation be the successful bidder for that project, to execute on behalf of and as the act of the corporation all necessary documents to effect a written contract between this corporation and Travis County, Texas for the Construction of the Travis County Heman Marion Sweatt Travis County Courthouse - Elevator Refurbishment/Upgrade. The Secretary is directed to attach a copy of the Bidding Documents to the minutes of this meeting and to make them a part of the corporate records.

The above Resolution is in conformity with the Articles of Incorporation and the Bylaws of the Corporation has never been modified or repealed and is now in full force and effect.

Date **07/23/2014**

Secretary **Gary Nelson**

President **Ron Niemtschk**

Funds Reservation 300001098

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	03/13/2014
FM area	1000	Posting date	03/13/2014
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	DRAPER A	Created on	03/13/2014
Last changed by	ROMEROJ1	Last changed	07/31/2014
More Data			
Text	Refurbish two elevators at HMS Courthouse		
Reference	HMSTCCH ELEVATRS		
Overall Amount	321,000.00 USD		

Document item 001			
Text	Refurbish two elevators at HMS Courthouse		
Commitment item	520040	Funds center	1148020001
Fund	0001	G/L account	520040
Cost center	1148020001	Due on	
Vendor		Customer	
Amount	321,000.00 USD		

COPY

AGREEMENT FOR CONSTRUCTION SERVICES

CONTRACT NO. 4400001974 IFB NO. B1406-005-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 Tejas Elevator Co. (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the construction of Heman Marion Sweatt Travis County Courthouse - Elevator Refurbishment/Upgrade (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 Heman Marion Sweatt Travis County Courthouse - Elevator Refurbishment/Upgrade, Travis County Texas, IFB No. B1406-005-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 Heman Marion Sweatt Travis County Courthouse - Elevator Refurbishment/Upgrade, Travis County Texas, IFB No. B1406-005-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 **210 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 **\$450 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.

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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 **\$321,000.00** (the "Contract Sum"). The Contract Sum is comprised of (i) **\$ 240,750.00** 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) **\$ 80,250.00** 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.

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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: _____

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

APPROVED BY PURCHASING AGENT:

County Purchasing Agent

Tejas Elevator Co.

By: Wes Boldt

Name: WesBoldt

Title: General Manager

Date: 8-7-2014