



Travis County Commissioners Court Agenda Request

Meeting Date: October 14, 2014, 9:00, Voting Session

Prepared By/Phone Number: John Pena, CPPB, CTPM; Marvin Brice, CPPB, Purchasing Office 512-854-9700

Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent

Commissioners Court Sponsor: Judge Samuel T. Biscoe

Agenda Language:

APPROVE CONTRACT FOR THE REPAIRS OF THE SALLY PORT DOORS AT THE BLACKWELL-THURMAN CRIMINAL JUSTICE CENTER (CJC) TO GREG'S OVERHEAD DOOR SERVICES, INC.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- On August 26, 2014, the Court approved the Exemption Order to procure services for the repair of the Sally Port Doors at the Blackwell-Thurman Criminal Justice Center pursuant to Section 262.024(a)(1). The Vehicular Sally Port Doors at the CJC Central Booking Facility have failed and require immediate repair.
- The Travis County Sheriff's Office is recommending with the Purchasing Office concurrence, contract to Greg's Overhead Door Services, Inc., in the amount of \$58,245.00. TCSO has deemed the price as fair and reasonable.
- **Contract-Related Information:**
 - Award Amount: \$58,245.00
 - Contract Type: Construction
 - Contract Period: 30 Calendar Days from NTP
- **Funding Information:**
 - Funds Reservation No.:300001366
 - Funding Account(s): 522020, 1378000001
 - Comments:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to agenda@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.



Travis County Commissioners Court Agenda Request

Meeting Date: August 26, 2014, 9:00 AM, Voting Session

Prepared By/Phone Number: John Pena, CPPB, CTPM; Marvin Brice, CPPB, Purchasing Office 512-854-9700

Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent

Commissioners Court Sponsor: Judge Samuel T. Biscoe

Agenda Language: APPROVE ORDER EXEMPTING CONTRACT FOR REPAIRS TO THE BLACKWELL-THURMAN CRIMINAL JUSTICE CENTER (CJC) VEHICULAR SALLY PORT DOORS FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024 (a) (1) OF THE COUNTY PURCHASING ACT

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets compliance requirements as outlined by the statutes.
- The Vehicular Sally Port Doors at the CJC Central Booking Facility have unexpectedly failed and require immediate repair for the safety and security of staff, inmates and the neighborhood. One side of the exit double doors has a broken hinge, bearing failure and will not operate; this has resulted in the inmate transport bus having to back out of the single entrance door onto a one way street. The other sally port doors have visible signs of bearing failure and require immediate repairs prior to becoming completely inoperable.
- Due to the potential injury to personnel in the area, should the doors fail and dislodge, and in order to preserve and prevent additional damage to county property, TCSO is requesting, with Purchasing's concurrence, approval of the Exemption Order to award a contract for repairs to the CJC Central Booking Facility Sally Port Doors.

**ORDER OF EXEMPTION
FROM COUNTY PURCHASING ACT**

WHEREAS, the anchors for the vehicular sally port doors at the Travis County Criminal Justice Center (CJC) are beginning to fail and causing damage to the doors, and

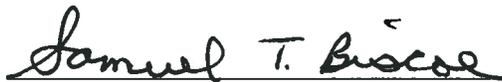
WHEREAS, continued use of the doors may result in a catastrophic failure causing a total dislodging of the doors resulting in possible injury to personnel, and

WHEREAS, the Travis County Commissioners Court desires to take immediate action to protect the health and safety of people in the area, and

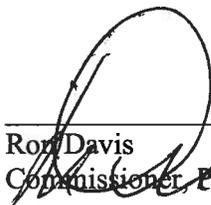
WHEREAS, The Commissioners Court is authorized to exempt the purchase of an item or service, to preserve or protect the public health or safety of the residence of the County from the bidding requirements of the County Purchasing Act, Texas Local Gov't Code Ann Section 262.023, pursuant to Texas Local Gov't Code Ann Section 262.024(a)(2),

NOW THEREFORE, the Travis County Commissioners Court ORDERS that the award of a contract to repair the CJC Vehicular Sally Port Doors is exempted from the bidding requirements of the County Purchasing Act, Texas Local Gov't Code Ann Section 262.023 because of the need to preserve or protect the public health or safety of the residents of Travis County.

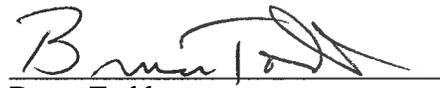
ORDERED THIS THE 26th DAY OF Aug., 2014.



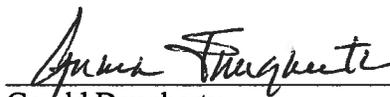
Samuel T. Biscoe
Travis County Judge



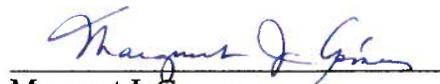
Ron Davis
Commissioner, Precinct 1



Bruce Todd
Commissioner, Precinct 2



Gerald Daugherty
Commissioner, Precinct 3



Margaret J. Gomez
Commissioner, Precinct 4



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

Date: August 21, 2014

TO: **Alan Miller**, Budget Analyst, PBO

THRU: **Wes Priddy**, Major, TCSO

FROM: **Wallace Sefcik**, Building Maintenance Division Manager

Wallace E Sefcik 8-21-2014

Subject: **Building 140 Strike Plate replacements - Central Booking Facility Sally Port Door Repairs**

The Travis County Sheriff's Office Maintenance Section is requesting \$102,795.00 in funding in order to immediately repair security issues. Of the \$102,795.00 it is estimated that the building 140 strikes plates will cost \$35,813.00 and the cost to repair the CBF Sally Port Doors is estimated at \$66,982.00. A 15% contingency for incidentals is included.

First the building 140 Strike Plates are a safety and security issue in a maximum inmate housing unit. Sgt. Campbell presented a video to the TCSO Command staff which depicts two different inmates that were able to figure out how to defeat the cells doors. The ability for inmates to abruptly compromise the secure doors creates a danger to anyone in front of the door as well as anyone in the housing unit.



Second the Central Booking Facility Sally Port doors have unexpectedly failed and require immediate repair for the safety and security of staff, inmates and the neighborhood. One side of the exit double doors has a broken hinge, bearing failure and will not operate; this has resulted in the inmate transport bus having to back out of the single entrance door onto a one way street. The other sally port doors also have visible signs of bearing failure and require immediate repairs prior to becoming completely inoperable.

These two projects need to have repairs expedited for safety and security of staff, inmates and our neighborhood. TCSO has reviewed the current budget and is unable to secure funding internally for these unexpected failures.

**CC: Michael Gottner, Captain Corrections
Maria Wedhorn, Financial Analyst Senior
Meg Seville, Planner Sr**

**SECTION 00500 - AGREEMENT FOR CONSTRUCTION SERVICES
CONTRACT NO. 4400002251**

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 Greg's Overhead Door Services, Inc. (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the construction of **Blackwell-Thurman Criminal Justice Center (CJC) Sally Port Door Repairs** (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 Bid/Contract (including the Bidding/Contract Documents, and any Addenda or Amendments thereto), General Conditions, supplementary Conditions, and the Specifications, which term shall include the Drawings and/or Plans marked **Blackwell-Thurman Criminal Justice Center (CJC) Sally Port Door Repairs, Travis County Texas, Contract No. 4400002251**; 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/Contract 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 **Blackwell-Thurman Criminal Justice Center (CJC) Sally Port Door Repairs, Travis County Texas, Contract No. 4400002251**, 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 30 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 \$150.00 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 \$58,245.00 (the "Contract Sum"). The Contract Sum is comprised of (i) \$25,645.00 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) \$32,600.00 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 Architect/Engineer, 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.

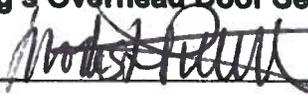
The effective date of this Construction Contract shall for all purposes be the date of the execution of the last to sign, whether the Owner or the Contractor.

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

TRAVIS COUNTY, TEXAS

Greg's Overhead Door Services, Inc.

By: _____
Samuel T. Biscoe
Travis County Judge

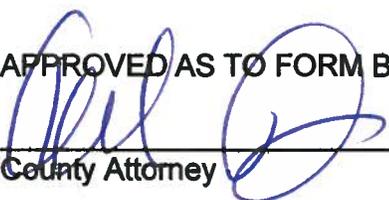
By:  _____
Name: Modesta Pina

Date: _____

Title: Secretary

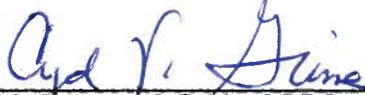
Date: September 16, 2014

APPROVED AS TO FORM BY:

 _____
County Attorney

FUNDS VERIFIED BY:

 _____
County Auditor

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

Date: 10/1/14

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



TRAVIS COUNTY AUDITOR
700 LAVACA
P.O. BOX 1748
AUSTIN, TX 78767
(512) 854-9125
FAX: (512) 854-9164

COUNTY AUDITOR VERIFICATION FORM

CONTRACTOR: Greg's Overhead Door Services

TYPE OF GOODS/SERVICE: Door Repairs

FUNDS VERIFIED:

1) Funds Reservation # 300001366 processed through the Purchasing system to reserve funds.

2) Amount reserved: \$ 58,245.00

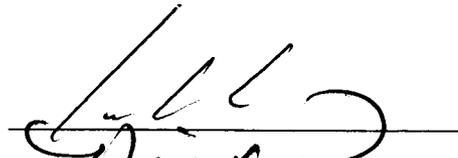
**FUNDS NOT VERIFIED;
CONTRACT NOT BINDING:**

 Contract did not specify a total contract amount.

 Goods/services to be provided on an "as needed basis" to be invoiced in accordance with contracted unit price. Total amount contracted not specified in contract.

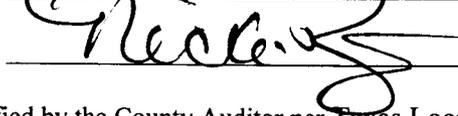
CONTRACT #: 4400002251

Reviewed by:



Date: 9/26/14

Approved by:



Date: 9/30/14

*Contract funds are verified by the County Auditor per Texas Local Government Code sec. 111.093(c).