

BID 15-04

Vehicle Exhaust Removal

System

Kingsville Fire Department



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INVITATION TO BID

Sealed Bids marked **"Bid No. 15-04 Kingsville Fire Department Vehicle Exhaust System"** will be received at the Purchasing Department, City Hall, Kingsville, Texas until 1:30 P.M. on **Tuesday, February 17, 2015**. Immediately thereafter the bid proposals will be publicly opened and read aloud in the Robert H. Alcorn Commission Room. **There will be a Mandatory Pre-Bid Meeting at 1:00 p.m. on Tuesday February 10, 2015 in the Robert H. Alcorn Commission Room, City Hall, 200 E. Kleberg Ave. Kingsville, Texas. Site visitation will follow.** The project involves the labor, material, supervision, equipment, tools, and all the incidentals required to complete the entire project as per specifications.

Prospective bidders must read the Instructions to Bidders, Contract Documents, and Detailed Specifications. Detailed specifications are available online at www.cityofkingsville.com.

The successful bidder will be required to enter into a contract for the performance of the work for the price quoted on the Proposal and will provide evidence of current Personal Injury, Property Liability, Worker's Compensation, and Builder's Risk Insurance.

The Contractor will also be required to submit a Reference and Qualifications statement, if the Contractor has not performed a similar project for the City of Kingsville in the last three (3) years.

The bid will be awarded to the lowest responsible bidder whose bid is determined to be the most advantageous to the City, its officers, employees, and agents. Price, in accordance with law, will not be the sole evaluation factor. Misrepresentation, whether substantial or otherwise, at any stage of the bidding and award process, shall be considered in this and all future bids in determining whether or not a bid is "responsible".

THE CITY, IN ACCORDANCE WITH LAW, RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. The City shall be the sole judge of "responsible" and "advantageous" and this determination shall be final except in cases of a clear definitive showing that such determination is arbitrary, capricious, and unreasonable.

D. Mason

David Mason
Purchasing & Technology Director

Kingsville Fire Department Vehicle Exhaust System

INSTRUCTIONS TO BIDDERS

1.0 RECEIPT OF PROPOSALS

- 1.1 Proposals will be received at the time, place and under conditions set forth in the published Invitation to Bidders.
- 1.2 Bidding documents are obtainable from the City under conditions set forth in the Invitation to Bidders.

2.0 DISCREPANCIES AND INTERPRETATIONS

- 2.1 Notify the Purchasing Department in writing, at least five (5) working days prior to the scheduled bid opening date, if discrepancies, ambiguities or omissions are found in the bidding documents, or if further information or interpretation is desired.
- 2.2 Answers will be given in writing to all bidders in addenda form. All provisions and requirements of such addenda will supersede or modify affected portions of the bidding documents. All addenda will be incorporated in and bound with the Contract Documents. No other explanation or interpretation will be considered binding. The contractor shall acknowledge receipt of addenda(s) by a signed statement included in the bid proposal.

3.0 SUBMITTAL PROCEDURE

- 3.1 Submit the Proposal in a large sealed envelope, marked **"Bid No. 15-04 Kingsville Fire Department Vehicle Exhaust System"**.
- 3.2 A smaller envelope shall be affixed to the outside of the larger envelope and contain the following documents.
 - Bid Bond
 - Qualifications Statement
 - Addenda(s) Receipt Acknowledgement
- 3.3 Provide complete bidder identification on the outside of the large envelope.

- 3.4 If the Proposal is submitted by mail, place the smaller envelope inside a larger envelope. Delivery of the Proposal prior to the advertised time and the place set for the bid opening is the responsibility of the bidder.

4.0 PROPOSAL

- 4.1 The Proposal shall be based on conditions at the project site, the bidding documents and addenda issued.
- 4.2 The Proposal shall be authoritatively executed and submitted on the Proposal form furnished by the Owner.
- 4.3 Proposals showing omissions, alterations, conditions, or carrying riders or qualifications which modify the Proposal form may be rejected as irregular.
- 4.4 Proposals must be submitted in a single copy. Utilize a copy of the blank proposal form included in the bidding documents for submission. If two or more Proposals are submitted by a bidder, either in one envelope or in separate envelopes, then such Proposals may be subject to rejection.
- 4.5 Proposals received after the advertised time for the bid opening will be ineligible and will be returned unopened.
- 4.6 The City of Kingsville reserves the right to reject any or all Proposals.

5.0 PROPOSAL GUARANTY

- 5.1 A certified or cashier's check on a State or National Bank in the State of Texas, or a bid bond on the City of Kingsville's Bid Bond Form, from a Surety authorized to transact business in the State of Texas, in the amount of no less than five percent (5%) of the greatest total amount of the bidder's Proposal, payable without recourse to the order of the City of Kingsville, must accompany the Proposal as a guarantee that, if awarded the Contract, the bidder will promptly enter into the Contract and execute the Performance and Payment Bonds (Bonds) on the forms provided.
- 5.2 The bid bond must be accompanied by an executed Power of Attorney with a Live Surety Seal on each document. Failure to do so will constitute an irregular bid which may be rejected. Use of a Surety Bid Bond Form will not be acceptable.
- 5.3 Should the successful bidder fail to execute the Contract and Bonds within fifteen (15) days after the date of transmittal of the Contract Documents for execution,

said Proposal Guaranty shall become the property of the Owner, not as a penalty, but as liquidated damages.

- 5.4 Proposal Guaranties of the three (3) lowest bidders shall be retained until after the Contract and Bonds have been executed.

6.0 QUALIFICATIONS OF BIDDER

- 6.1 Bidders shall submit with their bid, a list of at least three (3) jobs of the same type and scope as described in the invitation for bids that they have completed within the last three (3) years. This list should include the name, contract person, and telephone number for whom the prior work was performed. Utilize a copy of the Reference and Qualifications Statement form included with these bidding documents.
- 6.2 The Owner may make such investigations as necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish any requested information and data including an audited financial statement. The Owner reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to complete the work.
- 6.3 Each bidder submitting a Proposal shall be prepared to furnish the firm's State Comptroller Vendor Identification Number, or the date on which an application was submitted. Contract payments to the successful bidder are contingent on submittal of this identification number.
- 6.4 Corporate bidders shall submit a State Comptroller "Certificate of Good Standing" with the Proposal, as issued by the Texas State Comptroller (512) 463-2605.

7.0 SITE INVESTIGATION

- 7.1 It is the responsibility of each bidder to examine the project site, existing improvements and adjacent property and be familiar with existing conditions before submission of the Proposal. Interested bidders may visit ***only*** during the **Mandatory Prebid Conference**.
- 7.2 After investigating the project site and comparing the Pictures, Drawings, and Specifications with the existing conditions, the bidder should immediately notify the Purchasing Department, in accordance with paragraph 2.0, of any conditions for which requirements are not clear, or about which there is any question regarding the extent of the work involved.

- 7.3 Should the successful bidder fail to make the required investigation and should a question arise later as to the extent of the work involved in any particular case, then the decision shall be made by the Owner after recommendations by the City Engineer as to proper interpretation of the Contract Documents.
- 7.4 Any Contractor with intentions of submitting a bid shall become fully aware of all requirements of the work including site security, access, and parking requirements by the residents located within the project.

8.0 CONTRACT AWARD

- 8.1 The owner agrees that should the contract be awarded, it will be awarded to the lowest responsible bidder and the award will be made within sixty (60) days of the bid opening date, unless otherwise stated in the Proposal.
- 8.2 Immediately following action by the City Commission, the successful bidder will be notified of the award in writing.
- 8.3 The Owner reserves the right to accept or reject any or all bids and options or to accept any combination of options considered advantageous.

CITY OF KINGSVILLE

BID FORM

Bid Form from _____ a
(Corporation/Partnership/Individual) doing business as _____.

The undersigned, as bidder, declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made, without collusion with any other person, firm or corporation; that he/she has carefully examined the form of Contract, Instructions to Bidders, Specifications, and the Drawings therein referred to and that he has carefully examined the locations, conditions and the classes of materials of the proposed work; and agrees that he/she will provide all the necessary machinery, tools, apparatus and other means of construction and will do all the work and furnish all the materials called for in the Contract Documents in the manner therein prescribed, for the prices quoted below.

It is understood that the funds for payment of the work contemplated by this proposal are to be derived from an appropriation heretofore made or to be made by the City of Kingsville and that payments on the Contract will be by bank checks.

If a Bidder's Bond is furnished, and not a Certified or Cashier's Check, it is understood that the bond will be executed on the Bid Bond form enclosed herein. Failure to do so will constitute an irregular bid, which will be rejected. Use of Surety Company's Bid Bond form will NOT be acceptable.

Addenda No. _____ Received by _____ Date _____

Addenda No. _____ Received by _____ Date _____

Addenda No. _____ Received by _____ Date _____

Addenda No. _____ Received by _____ Date _____

Bid Item, "Bid No. 15-04 Kingsville Fire Department Vehicle Exhaust System" including supervision, equipment, tools, and other incidental related work required to construct and complete the work in accordance with the drawings and specifications, as prepared by the City of Kingsville, plans dated January 29, 2015 for a price of:

\$ _____
Total Project Price - words

\$ _____
Total Project Price - figures

The work to be completed in ninety (90) consecutive calendar days after the notice to proceed has been issued by the City's Representative.

In submitting this bid, it is understood that the right is reserved by the City of Kingsville to reject any and all bids. *The City of Kingsville also reserves the right to award the bid on any or all individual bid items.* If written notice of the acceptance of this bid is mailed or delivered to the undersigned before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him/her for signature.

BY SUBMITTING A BID, THE BIDDER AGREES TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THE "INVITATION TO BID", GENERAL CONDITIONS, SPECIAL CONDITIONS AND SPECIFICATIONS.

I certify that the above "Bid No. 15-04 Kingsville Fire Department Vehicle Exhaust System" will meet or exceed all of the minimum specifications and conditions set forth by the City of Kingsville, Texas.

DATED THIS _____ DAY OF _____, 2015.

Bidding Firm

() _____

Telephone

By:

Vehicle Exhaust System Project
City of Kingsville Fire Department

Bid 15-04

REFERENCE AND QUALIFICATIONS STATEMENT

All questions must be answered and the data given must be clear and comprehensive, additional information may be provided on separate attached sheets. This form must be complete with the most recent similar type projects within the past three years and other current information.

Project Owner: _____

Owner Address: _____

Owner Phone: _____

| | | | | |
|-------|------------|-------|-------|-------|
| Date | Completed: | _____ | Total | Cost: |
| _____ | | | | |

Project Owner: _____

Owner Address: _____

Owner Phone: _____

| | | | | |
|-------|------------|-------|-------|-------|
| Date | Completed: | _____ | Total | Cost: |
| _____ | | | | |

Project Owner: _____

Owner Address: _____

Owner Phone: _____

| | | | | |
|-------|------------|-------|-------|-------|
| Date | Completed: | _____ | Total | Cost: |
| _____ | | | | |

Contracts in Progress:

| Owner | Expected Completion Date | Amount |
|-------|--------------------------|--------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Name of Bank Reference: _____

Name of Bank Officer: _____ Phone: _____

**CITY OF KINGSVILLE
BID BOND**

KNOW ALL MEN BY THESE PRESENTS,

That we, _____
(Name and Address of Bidder)

hereinafter called the Principal, and _____, (Surety), a corporation or firm duly authorized to transact surety business in the City of Kingsville and listed in the current notice of the Department of Treasury list of companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, hereinafter called the Surety, are held and firmly bound unto the City of Kingsville hereinafter called the Obligee, in the sum of not less than five percent (5%) of the greatest total amount of the bidder's proposal, as a proposal guarantee, the payment of which sum will and truly 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: Project Number: _____
(Full name and location of project)

NOW, THEREFORE, if the Obligee shall award the Contract to the Principal and the Principal shall enter into the Contract in writing with the Obligee in accordance with terms of such bid, and furnish such bonds and other instruments as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this bond shall be null and void. If in the event of failure of the Principal to execute such contract and furnish such bonds and other instruments required by the Contract Documents to the Principal for execution, this bond shall become the property of the Obligee, without recourse of the Principal and/or Surety, not as a penalty but as liquidated damages.

Signed this _____ DAY of _____, 2015.

By: _____
(Bidder)

*By: _____
(Surety)

(Attorney-in Fact)

*Attach Power of Attorney (Surety) for Attorney-in-Fact.

Surety Seal

DISCLOSURE OF GUARANTY FUND NONPARTICIPATION

In the event the insurer is unable to fulfill its contractual obligation under this policy or contract or application or certificate or evidence of coverage the policyholder or certificateholder is not protected by an insurance guaranty fund or other solvency protection arrangement.

PAYMENT BOND

CITY OF KINGSVILLE
COUNTY OF **KLEBERG**

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the City of Kingsville in the penal sum of:

_____ Dollars \$_____ for the payment whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally firmly by these presents.

The conditions of this obligation are such that, whereas the Principal entered into a certain contract, hereto attached and made part hereof, with the City of Kingsville, dated _____ for the

Now, if the Principal shall promptly make payments to all claimants, as defined in Article 5160, Revised Civil Statutes of Texas, 1925, as amended, supplying labor and materials in the prosecution of the work provided for in said contract documents, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said contract documents, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes, 1925, as amended.

The surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract documents or to the work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract documents or to the work to be performed thereunder.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 2015, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

_____, Principal (PRINCIPAL'S SEAL if a corporation)

By: _____ Title: _____

_____, Surety

By _____ (SURETY'S SEAL)
Attorney-in-Fact

PERFORMANCE BOND

CITY OF KINGSVILLE
COUNTY OF **KLEBERG**

KNOWN ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the City of Kingsville in the penal sum of:

_____ Dollars \$_____ for the payment whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally firmly by these presents.

The conditions of this obligation are such that, whereas the Principal entered into a certain contract, hereto attached and made part hereof, with the City of Kingsville dated _____ for the _____

Now, if the Principal shall faithfully perform the contract in accordance with the plans, specifications and contract documents, and shall fully indemnify and save harmless the City of Kingsville from all costs of damage which the City of Kingsville may suffer by reason of the Principal's default or failure to perform and shall fully reimburse and repay the City of Kingsville all outlay and expense which the City of Kingsville may incur in making good any such default, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event Principal is in default under the contract as defined herein, Surety will within fifteen (15) days of determination of such default take over and assume completion of such contract and become entitled to the payment of the balance of the contract price, or the Surety shall make other arrangements satisfactory with the obligee for the completion of the defaulted work but in no event shall the surety's liability exceed the penalty of this bond.

The surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 2013, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

_____, Principal (PRINCIPAL'S SEAL if a corporation)

By _____ Title _____

_____, Surety

By _____ (SURETY'S SEAL)
Attorney-in-Fact

VEHICLE EXHAUST SYSTEM GENERAL CONDITIONS

1.01 CONTRACT DOCUMENTS

The contract Documents consist of the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Bid Proposal, Plans and all modifications thereof incorporated into any of the documents before the proper execution of the bonds and of the attached and of the Agreement, all of which are attached and are part of the contract following execution of the agreement by an authorized representative of the City and Contractor. The Contract Documents are complementary and what is called for by any one is as binding as if called for by all.

1.02 DRAWINGS AND SPECIFICATIONS

There will be no drawings furnished.

1.03 EXCEPTIONS TO PLANS AND SPECIFICATIONS

Exceptions and inconsistencies in Plans and Specifications shall be brought to the attention of the Purchasing Director, promptly before the bid date. Unless the Purchasing Director receives notice before the bid opening, it shall be assumed that all contract documents are acceptable as written and that the successful bidder will complete the project satisfactorily in the scheduled time period, for the amount bid having examined the plans, specifications, other contract documents, and the site of proposed work; and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of materials and labor.

1.04 VERIFICATION OF MEASUREMENTS

It is the Contractor's responsibility to verify all measurements and quantities before ordering materials. Significant deviations from those on the plans shall be reported to the Purchasing Director on a timely basis.

1.05 SCOPE OF WORK/TIMING OF CONSTRUCTION

The Plans and Specifications provide for construction of the **VEHICLE EXHAUST SYSTEM PROJECT** for the City of Kingsville Fire Department. It is the responsibility of the Contractor to provide all work, materials, labor, equipment, tools and supervision to fully complete the project in the construction period specified, in accordance with the Specifications, Drawings, and other Contract Documents. Completion of the project in a timely manner is very important to the normal operations of the City.

1.06 NOTICE OF AWARD AND NOTICE TO PROCEED

Successful bidders will be informed by phone or e-mail by the Purchasing Director of acceptance of the Bid Proposal. In turn, Contractor shall obtain bonds duly executed by a corporate surety(ies) attorney and deliver these along with three (3) signed originals of the Agreement (Contract) to the Purchasing Director within ten (10) days following Notice of Award. An original copy and two (2) duplicates bearing original signatures of these documents are required.

After acceptance of the bonds and execution of the Contract by the appropriate City Official(s), Contractor will be informed by letter of the date that construction can begin in the written Notice to Proceed issued by the City Engineer.

Contractor shall begin work within fourteen (14) calendar days of the date specified in the Notice to Proceed and diligently pursue completion of the project within the required time. The Contractor will be responsible to schedule his work and receipt of materials in order that the project is fully completed within the period specified on the Agreement.

1.07 TIME OF COMPLETION

The Contractor shall complete the project within the number of days required by the special Conditions, counted from the date specified on the Notice to Proceed. Allowances for weather days will be permitted upon approval of the City. Contractor shall be responsible for analyzing inclement weather schedule and forecasting a suitable work schedule.

1.08 DELAYS AND EXTENSION OF TIME

Contractor may be granted an extension of time because of inclement weather, changes in scope of work, or other causes beyond reasonable expectation of the Contractor.

Claims for an extension(s) of time shall be submitted in writing to the Purchasing Director within ten (10) days after the occurrence of the event that results in a request for a delay.

1.09 SATISFACTORY COMPLETION

At completion of work, Contractor shall notify the City of Kingsville Fire Chief who will schedule an inspection of the work and make a written list of any items of work that do not meet the Specifications or are unsatisfactory in quality, quantity or appearance. Contractor shall make all corrections on this list before applying for final payment. It shall be agreed that the purpose of this project is to construct a complete project and that omission of incidental items that might be necessary for a complete project will be provided and installed by the Contractor before the final payment is approved.

1.10 CITY REPRESENTATIVE

The City Representative is Mr. David Mason, Purchasing Director. His office phone number is (361) 595-8025.

1.11 CONTRACT PAYMENTS

If requested by the contractor, the City will make one (1) progress payment per thirty (30) day periods during the construction work for work in place and for materials stored on site at that time. A 10% retainage will be withheld pending satisfactory final completion of the project and certification by City Representative. Contractor may make application for payment by the procedure described herein. **Failure to provide this documentation within ninety (90) calendar days of final acceptance of the project will result in the contractor forfeiting the entire 10% retainage payment of the contract.**

In order to apply for payment, Contractor shall submit an itemized invoice to the Purchasing Director. Note that it normally takes from three (3) to four (4) weeks to receive payment following receipt of the Application for Payment. All payments will be subject to the Purchasing Director approval.

1.12 CHANGE ORDER ADMINISTRATION

Request for extra or modified work initiated on behalf of the City or Contractor shall be presented in three (3) originals to the City Engineer. Proposals shall include itemized costs for the proposed work. Proposals shall include itemized costs along with any time extension required to complete the work. **Work authorized by a change order shall not commence before the change order is signed by the Contractor and the Purchasing Director.**

1.13 WARRANTY

Contractor shall warrant all workmanship and furnished materials to be free from defects and remain in perfect condition for two (2) years following the date of acceptance or final completion, whichever is later. Losses and damages resulting from negligence by City or vandalism shall not be covered under this warranty. Signing of the contract shall constitute Contractor's acceptance of this warranty provision.

1.14 INSURANCE

The Contractor will be required to submit proof of insurance to the City Representative as follows:

1. Workers' Compensation: Statutory
2. Employer's Liability: \$100,000 each occurrence
3. Comprehensive General Liability:
 - Bodily Injury \$500,000 each occurrence
\$500,000 aggregate
 - Property Damage \$500,000 each occurrence
\$500,000 aggregate
4. Comprehensive Automobile Liability:
 - Bodily Injury \$500,000 each person
\$500,000 aggregate
 - Property Damage \$500,000 each occurrence
\$500,000 aggregate

Certificates of all insurance and a statement from the insurance company(ies) stating that such insurance will not be canceled or, will not materially change until a written notice is issued at least ten (10) days prior, shall be submitted before work begins.

1.15 HOLD HARMLESS CLAUSE

Except for loss or damage caused solely by the negligence of the City, established by clear and convincing evidence thereof, the contractor shall save and hold the City harmless from and against all liability, claims and demands for personal injuries, including death, or property loss or damage to anyone (including contractor, subcontractors, third parties, and employees of such parties), arising out of or in any manner connected with or related to the performance of this contract, even if such loss or damage is due in part to the City's negligence; and the Contractor shall, at its own expense, pay all charges of attorneys and all costs and other expenses arising therefrom.

1.16 LAWS TO BE OBSERVED AND WORK STANDARD

Contractor shall familiarize himself/herself with, and at all times comply with Federal, State and Local laws, ordinances, and regulations that affect the conduct of the work. The installation of materials shall be in accordance with the plans and specifications, and if a conflict arises between these then it should be brought immediately to the attention of the Purchasing Director. In any event, such a conflict shall not invalidate the other portions of the contract or other requirements of the contract documents on the part of the City or Contractor.

Items of work that are required but not specifically drawn or specified shall be completed in a workmanlike manner and be consistent with standard construction practice at the time of installation. In cases of conflict, a sufficient test for work quality will be that the installed work meets, or exceeds the standards set by the International Building Code or other recognized agency.

1.17 SAFETY

The Contractor shall be responsible for initiating, maintaining, and supervising a safety program during the construction phase. The Contractor's Superintendent or Supervisor shall be considered responsible for safety on the job site. The Contractor shall take precautions for the safety and protection of:

- a. Employees, the City, and Citizens.
- b. All work and materials to be incorporated in the job, whether in use or storage on the job site, or off.
- c. All other property on or adjacent to the job site.
- d. Proper warning, barricading and traffic control and/or signs, when applicable.

The Contractor shall provide sufficient, safe and proper facilities at all reasonable times for the observation and/or inspection of the work by the City of Kingsville Representative and any other City Representative who may make periodic visits to the site to inspect the progress and quality of the work and to determine if the work is proceeding in accordance with the specifications. The Contractor shall comply with all applicable laws, ordinances and regulations.

1.18 STATE AND LOCAL TAXES/BUILDING PERMIT

All prices quoted for this project shall include taxes, permits, and fees required to complete the project. The Contractor shall comply with all applicable requirements of the State of Texas during construction. The project is tax exempt and the contractor should request a tax-exempt certificate from the City Purchasing Department prior to purchasing any materials. No permits are required for this project.

1.19 PARKING

Contractor's employees may park their vehicles near the construction site in areas designated by the City Representative. These areas will be identified by the City Engineer. Contractor must become familiar with parking requirements of the City of Kingsville.

1.20 SUPERINTENDENT

The Contractor shall maintain a competent, responsible, fluent English or English bilingual superintendent on the job site to provide guidance during the work in progress. The superintendent shall represent the Contractor in his absence, and all directives given him by the City Engineer shall be as binding as if given to the Contractor.

1.21 WORKERS OF GOOD CHARACTER

Contractor shall insure employment by him/her and by associated Subcontractors of persons of good character and shall insure that all behave in a manner consistent with recognized adult behavior while working on this Project. In addition, the Contractor shall instruct and/or convey to all such employees that any display of bad manners or sloppy dress deemed objectionable to the City Engineer, or to visitors on the site, will not be tolerated.

1.22 SUBCONTRACTOR LIST/RESPONSIBILITY

Contractor shall furnish a listing of all subcontractors who will be involved in the project prior to beginning work on the project. Should a subcontractor consistently fail to perform satisfactorily, it shall be the Contractor's responsibility to remove the subcontractor and correct any substandard work at no additional cost to the City.

1.23 MATERIAL STORAGE/SECURITY

The Contractor and subcontractors shall maintain such office and storage facilities on the site as may be necessary for the proper conduct of the work. These shall be located so as to cause no interference with any work to be performed on the site. The City Representative shall be consulted with regard to locations.

Contractor shall confine storage of materials to those areas designated by the City. The Contractor shall properly secure the construction area and material storage site in order to protect his/her work, tools, and all materials (including City's) from unauthorized access and vandalism.

1.24 CLEANUP/EXCESS MATERIALS/DEBRIS CONTROL

Regular cleanup by the Contractor shall be an integral part of the work. Debris and spoils shall be neatly stockpiled and hauled from the job site in a timely manner. Proper measures shall be taken to prevent debris from being carried and/or blown out of the construction area. Aggregates, fuels, liquids, and tools shall be protected from environmental forces so as to protect personnel and property in and around the work site. The Contractor shall be responsible for disposal of construction debris and trash. Hazardous material shall be the property of the Contractor for removal and disposal in accordance with TCEQ regulations. Any provisions for showering or clean-up must be provided by the Contractor. All excess materials and construction debris shall become property of the Contractor for disposal at a location approved by the City Engineer. The Contractor will remove all debris and broom clean the work site at completion of the project.

1.25 OWNERSHIP OF EXCESS DEMOLITION MATERIALS

Materials and/or equipment that are removed during the demolition process and not scheduled for re-use in the Plans are the property of the City. Thus the City reserves the right to take possession and make use of these in other ways. A listing of those materials to be retained will be provided to Contractor's superintendent at the beginning of construction work. These items shall be carefully removed during demolition and turned over to the City at a mutually agreeable location near the work site.

SPECIFICATIONS

INTENT, SUBMISSIONS, AND OTHER REQUIREMENTS

- 1.1 The intent of these specifications is to set a minimum standard for the design, supply, and installation of a Source Capture Emergency Vehicle Exhaust Removal System that is proven, dependable, and operates effectively. These specifications have been developed by the fire department based on observation and research. These specifications must be met with any clarification requested. Any deviation or non-compliance to these specifications **MUST** be detailed and explained. Failure to successfully elaborate a deviation, exception, or non-compliant area shall be grounds for bid dismissal.
- 1.2 The bidder and associated contractors shall comply with all applicable federal, state, and local laws regarding bidding, construction, and contract laws.
- 1.3 The bidder is required to provide a copy of their insurance certificate applicable to the installation of the system.
- 1.4 The bidder shall demonstrate familiarity with the US Department of Homeland Security (DHS) grant requirements and accounting practices.
- 1.5 All applicable taxes (including sales tax) shall be included in figures. All prices must be quoted F.O.B. to applicable City of Kingsville Fire Stations.
- 1.6 Escalation clauses are not permitted in bids.
- 1.7 The bid price shall include debris removal from the jobsite.
- 1.8 The bidders shall guarantee all materials, equipment, and workmanship. Defects shall be made good at the bidder's expense with no cost or obligation to the city. Bidder shall not be responsible for system misuse, abuse, natural disasters, or components not operated under normal industry use. All repairs will be completed at the original installation site of the product, although the bidder reserves the right, at his cost, to remove and return the product to the plant where the product can be inspected, repaired, or replaced and then returned and reinstalled. Bidder shall be responsible for all labor or labor costs, including freight and insurance. The warranty shall commence on the date of acceptance by the city and be good for a period of five (5) years.

- 1.9 The bidder shall provide model numbers, technical data, description of components, air flow charts and installation instructions at time of bid.
- 1.10 Information on components must be provided at time of bid. Failure to provide standard installation, components, or substandard materials will constitute grounds for dismissal of bid.

ASSESSMENT OF FACILITIES AND QUALIFICATIONS

- 2.1 The bidder and associated contractors must contact and meet with the Fire Chief or designee prior to submitting a bid. It is mandatory and imperative that the bidder be familiar with the facilities and requirements of installation. Contact can be made by calling 361-592-6445.
- 2.2 The bidder must submit a detailed layout drawing showing the location of vehicles, system track or rail, exhaust blower, and ductwork for each geographic location. This is a mandatory requirement to ensure the proposed system meets the intent of the specifications and fits within the building space. One (1) copy of the drawing must be submitted with the bid.
- 2.3 The bidder shall provide written assurance that parts are stocked within overnight delivery distance and that emergency repairs can be made within 96 hours of notification to the appropriate maintenance vendor.
- 2.4 Bids will only be considered using manufacturers that have an established reputation in the VES field. Manufacturer must have installed a minimum of ten (10) VES systems in fire stations within Texas or Oklahoma. Bidder must provide a list of departments/facilities in order to establish service history in the region. Manufacturers should be ISO 9001 Certified in the United States and certified by the Air Movement and Control Association (AMCA) to ensure quality, consistency, and reliability of products. Certification documents shall be provided and attached to the bid proposal. Bidders taking exception to this requirement shall provide extensive details. System bid shall have a life of service of no less than 20 years to establish proof of quality, longevity, and service.
- 2.5 The successful bidder shall schedule a pre-construction meeting with the department to discuss the installation of the ventilation equipment. Successful installation must occur within thirty (30) days after bid awarding.

SCOPE OF WORK

- 3.1 Contractor with modify vehicle tail pipes, as requirement to accommodate their system. All electrical wiring will be completed by a vendor or authorized third party vendor. If the department is expected or required by the vendor to complete any apparatus electrical wiring, this shall be detailed in the bid package.
- 3.2 The bidder shall ensure that any modifications to tail pipe assemblies do not void, modify, or cancel associated warranties. The bidder shall further guarantee that modifications to tail pipe assemblies do not disrupt effective operation of the apparatus engine or exhaust.
- 3.3 The bidder shall provide and install a magnetic nozzle type point source capture vehicle exhaust system for two (2) fire stations in arrangements as detailed below. All exhaust hoses shall be provided with tracks or rails necessary to permit the quick attachment and removal of the nozzle. Immobile or "simple" drops are not permitted unless specifically required. Sliding track and suction rails are recommended. A control or operators panel shall be provided at each fire station location to control electronics and operations.

Fire Station 1 – 119 North 10th St

Bay 1 – Back-in type with two (2) drops for Chevrolet ambulances, left exhausts

Bay 2 – Back-in type with one (1) drop for fire engine, right exhaust

Bay 3 – Back-in type with two (2) drops for SUV and Ford Rescue Truck, right exhausts

Bay 4 – Back-in type with one (1) drop for Brush Truck, right exhaust

Bay 5 – Back-in type with one (1) drop for Ladder Truck, right exhaust

Bay 6 – Back-in type with one (1) drop for Ford F350, right exhaust

Fire Station 2 – 515 North Armstrong

Bay 1 – Pull-through type with one (1) drop for fire engine, right exhaust

Bay 2 – Pull-through type with one (1) drop for Chevrolet ambulance, left exhaust

- 3.4 The bidder shall provide all labor, materials, and equipment necessary to complete a working "turnkey" system in all fire stations listed. All necessary controls, motor, fittings, ductwork, blowers, electric connections, labor, and miscellaneous equipment shall be part of the bidders work.

- 3.5 All items included in these specifications are to be furnished and installed in accordance with good practice and manufacture's written or published instructions.
- 3.6 The exhaust removal system must provide a complete evacuation of all diesel and other automotive exhaust fumes at the source from start up to exit of the apparatus from the fire station.
- 3.7 The system must not affect personnel boarding the apparatus. The hose assembly shall not come into contact with the vehicle other than the tailpipe nozzle. The hose assembly shall not touch or drag on the bay floor during the system operation or after the system releases from the tailpipe.
- 3.8 The exhaust system shall not block doorways, exits, or aisles in the apparatus bay.
- 3.9 The construction of sliding track or straight rails shall be detailed in the bidder's proposal.
- 3.10 The hose used for venting vehicle exhaust shall be flexible and manufactured for the sole purpose of venting high temperature exhaust gases, which are produced by internal combustion engines. The flexible hose shall be designed strictly for the harsh environment of rapid response and auto-release of a vehicle exhaust tailpipe. Hose shall be at least 4" in diameter with varying lengths depending on system length required. Hose material shall be high temperature synthetic rubber designed to be flexible and durable. The construction of hose must be capable of operating at continuous temperatures of 400 degrees Fahrenheit and intermittent temperatures of 500 degrees Fahrenheit.
- 3.11 The automatic electrical controller and all electrical components shall be built and supplied by a UL recognized and listed manufacturer. All fixed-facility electrical devices shall bear a visible UL listing label as proof of subscribership and shall be validated by UL "Enclosed Industrial Control Panel".
- 3.12 The electrical control panel shall include the following manual controls: Automatic Run, Stop, Manual Run
- 3.13 The electrical control panel shall include information to indicate which control method is being used (Automatic, Manual, Stop), filter information, and fan status.

- 3.14 Electrical control components shall be protected by appropriately designed over current protection (fuses) to prevent damage from natural conditions or independent system current surges.
- 3.15 All electrical wiring, terminations, and connections shall be run in a wire channel to allow for easier identification of the wiring circuits and for neat appearance. All wiring circuitry shall meet National Electric Code (NEC) and UL standards for proper size, bending, etc.
- 3.16 To protect apparatus and communications, all electrical interference will be eliminated with department radios, computers, logic, or navigational equipment.
- 3.17 Wireless communications equipment must be FCC part 15 compliant and operate in the 900 MHz frequency spectrum.
- 3.18 Fans shall be centrifugal direct drive and generate the necessary volume of air (Cubic Feet per Minute) to remove contaminants. Failure for the fans to remove contaminants will be considered a warranty issue and require rectification. The impeller shall achieve maximum efficiency with a quiet, vibration-free operation. The outlet discharge shall be top horizontal, bottom horizontal, or upblast. The fan shall be installed to prevent noise pollution to surrounding community.
- 3.19 All motors shall be totally enclosed fan cooled (TEFC) and continuous duty rated. Motors shall contain self-aligning bearing of the ball variety. The exhaust discharge outlet shall be in compliance with applicable codes and ACGIH recommendations (at least 36" above the roof line). All intakes, windows, cascade systems, current, communications equipment, and building aesthetics shall be considered in the final location of the fan.
- 3.20 The delivered volume shall take into account all the static regain of the vehicle engine exhaust, length of ductwork (ie: hydraulics), elbows, branches, wyes, etc which accumulate the static pressure at the field inlet. The provided fans shall be performance guaranteed.
- 3.21 All ductwork shall be round spiral pipe construction with sizes not to exceed 14 inches in diameter.
- 3.22 All ductwork fittings shall be round and have a wall thickness 2 gauges heavier than the lightest allowable gauge of the downstream section of duct to which they are connected. Fittings shall be constructed so that air streams converge at angles no greater than 45 degrees.

- 3.23 The ductwork shall be designed to capture 100% of exhaust gases.
- 3.24 The bidder shall provide training to department personnel in the daily use and maintenance of the system.

SYSTEM OPERATION

- 4.1 The vehicle exhaust removal system shall capture the exhaust emissions directly at the tailpipe of the vehicle and exhaust those emissions to a specified area safely outside the building. The operating controller shall be designed to complete this cycle. A magnetic collection nozzle shall be connected to the motor vehicle's exhaust tailpipe. When the vehicle is started, the exhaust fan will automatically energize and vent the toxic gases directly to the outside of the building. This automatic feature shall be achieved by means of an electronic, wireless, sensor that automatically signals the motor when a fire apparatus is started. The controller shall use an adjustable timer to keep the contactors energized for a designated period of time. The magnetic connection device shall stay connected to the vehicle tailpipe as it travels to the exit door by means of a pre-engineered track or rail system. The systems shall be securely attached to the building structure and support a flexible hose assembly that moves with the vehicle inside the station. As the vehicle nears the exit door, the magnetic nozzle connection located at the tailpipe shall release. After the system releases the vehicle tailpipe at the door, it shall retract passively and smoothly into a convenient storage position. When the vehicle returns to the station, a system operator will manually attach the magnetic connection device just inside the door threshold as the vehicle enters the station, at which time the exhaust fan will energize due to the electric signal from the apparatus. An insulated handle that is easily accessible from any direction shall be located on the exterior of the flexible hose at approximately waist height to allow for easy connection of the nozzle to the tailpipe. Bending over to connect the nozzle to the tailpipe is not acceptable.
- 4.2 The automatic signal sent by apparatus to the control panel shall have a range of at least 500 feet.
- 4.3 The bidder shall detail the safety disconnect process/system in the event the magnetic nozzle connection fails to perform as required. An automatic safety disconnect or engineering control should be present to prevent damage to the system if a release did not occur as designed.
- 4.4 The nozzle shall provide a substantially air tight seal around exhaust tail pipe adapter when connected thus allowing for source capture. The seal shall not allow for escape of life threatening exhaust gases. The nozzle

shall be engineered and designed with rare earth magnets that are strategically positioned on the nozzle. The nozzle shall incorporate such engineering designs as to prevent damage to the vehicle. The nozzle must easily attach to the tailpipe and require minimal intervention by the firefighter. This performance shall be assured prior to bid submittal with a prototype.

CONTRACT

THIS AGREEMENT made this _____ day of _____, 2015 by and between _____ hereinafter called the CONTRACTOR, and the City of Kingsville, hereinafter called the OWNER or CITY.

WITNESSETH, that the Contractor and Owner for the consideration hereinafter named agree as follows:

Article 1 - Scope of Work: The Contractor shall furnish all the materials and perform all the work called for in the Contract Documents and described in the Specifications entitled:

"Bid No. 15-04 Kingsville Fire Department Vehicle Exhaust System".

Article 2 - Time of Completion: The Contractor shall begin work at the job site within fourteen (14) days after the date of the Notice to Proceed issued by the Owner's Representative. The work to be performed under this contract shall be completed in ninety (90) consecutive calendar days plus any extended days approved by the Owner's Representative in accordance with the Specifications. For each calendar day that any work is not completed after the expiration of the time, as calculated fourteen (14) days from the date of the Notice to Proceed plus consecutive calendar days stated above plus approved extended days, the sum of Two Hundred Dollars (\$200.00), per calendar day, will be deducted from the money due or to become due the Contractor, not as a penalty, but as liquidated damages and added for administration.

Article 3 - The Contract Sum: The Owner shall pay for the performance of the Contract, subject to additions and deductions provided therein, the sum of [\$ _____].

Article 4 - Partial Payment: Owner shall make progress payments as approved by the Owner's Representative in accordance with the General Conditions.

Article 5 - Acceptance and Final Payment: Final payment shall be due on acceptance of the work, provided the Contract has been completed as provided in the General Conditions.

Before issuance of the final payment, the contractor shall submit evidence, satisfactory to the City of Kingsville that all payrolls, material bills, subcontractors and other indebtedness connected with the work have been paid in full. **Failure to provide this documentation within ninety (90) calendar days of final acceptance of the project will result in the contractor forfeiting the entire 10% retainage payment of the contract.**

Article 6 - The Contract Documents: The Specifications, the Proposal, the Instructions to Bidders and the Drawings, together with this Agreement, form the Contract Documents and they are as fully a part of the Contract Documents as if hereto attached or herein repeated.

IN WITNESS WHEREOF, the parties to these present have executed this Contract in the year and day first above mentioned.

CITY OF KINGSVILLE

OWNER

By: _____

Title: _____

CONTRACTOR

(Signature)

Printed or Typed Name

Title

Mailing Address

City, State & Zip