4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

- 4.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed bids will be received for Replacement of Vehicle Lifts at Service Center.
- 4.2 Purpose: The intended use/purpose for this Invitation For Bid is to describe Replacement of Five (5) Vehicle Lifts at Collin County Public Works Service Center with an optional trade-in allowance for existing lifts. Successful Contractor shall remove existing lifts, make required modifications to concrete and electrical, furnish and install new lifts and be able to provide continuing service and support for installed equipment.
- 4.3 Pre-Bid Conference: A <u>mandatory</u> pre-bid conference will be held at 10:00 A.M., Tuesday, August 23, 2016 at the Collin County Public Works Service Center located at 700 A Wilmeth Rd., McKinney, TX 75069. It is the bidder's responsibility to review the site and documents to gain a full understanding of the requirements of the IFB. All Contractors desiring to submit a bid should have a representative at the pre-bid meeting; Contractors that do not attend the pre-bid meeting shall not be considered in the evaluation for award of a contract per Texas Local Government Code 262.0256. A sign in sheet will be provided at the meeting by the Purchasing Representative. This sign-in sheet will be the official record of attendance at the meeting.
- 4.4 Term: Provide for a contract commencing on the date of the award and continuing until the project is complete.
- 4.5 Funding: Funds for payment for Collin County expenditures have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. All other participating entities expenditures have been provided through their entity's governing body for this fiscal year only. State of Texas statutes prohibit any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current fiscal year shall be subject to budget approval.
- 4.6 Price Reduction: If during the life of the contract, the vendor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that Collin County shall receive such price reduction.
- 4.7 Delivery/Completion/Response Time: Bidder shall state the number of calendar days to complete the project at the County's designated location after receipt of purchase order in the space provided on Attribute 1.
- 4.8 Delivery/Setup/Installation Locations: Locations for delivery and installation are Collin County Public Works Service Center, 700 A Wilmeth Rd., McKinney, TX 75069. Delivery, assembly, set-up and installation shall be included in the bid price.
- 4.9 Testing: Testing may be performed at the request of Collin County, by an agent so designated by the County, without expense to Collin County.

- 4.10 Samples/Demos: When requested, samples/demos shall be furnished to the County at no expense.
- 4.11 Approximate Expenditure: The approximate expenditure by Collin County for this project is \$450,000. Estimated expenditure does not constitute an order, but only implies the probable quantity the County will use. Commodities will be ordered on an as-needed basis.
- 4.12 Bid Documents: Contractor shall notify Collin County prior to bid if the bid documents are missing scope, incomplete or are contrary to actual site conditions.
- 4.13 Subcontractors: Contractor shall state names of all subcontractors and the type of work they will be performing on Attribute 4. If a Contractor fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without approval in writing from the Collin County Purchasing Department.

The successful Contractor further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful Contractor's sub-Contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-Contractors.

- 4.14 The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, a Performance Bond in the amount of one hundred percent (100%) of the total contract price in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law, and on the form specified in the Contract Documents. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.
- 4.15 The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, a Payment Bond in the amount of one hundred percent (100%) of the total contract price in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law, and on the form specified in the Contract Documents. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.

- 4.16 The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, a Maintenance Bond in the amount of ten percent (10%) of the total contract price in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law, and on the form specified in the Contract Documents. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.
- 4.17 Execution of Contract: The person or persons, partnership, company, firm, association or corporation to whom a contract is awarded shall within ten (10) consecutive calendar days after such award, sign the necessary contract agreements and submit the required bonds entering into the required Contract with Owner. No contract shall be binding on Owner until it has been executed by Owner or his/her duly authorized representative, and delivered to the Contractor.
- 4.18 Wage Scale: In accordance with The Texas Government Code, Title 10, Chapter 2258, Prevailing Wage Rates, the general prevailing wage rate has been determined for this locality for the craft or type of workman needed to execute work of a similar character of the project listed herein. The Contractor shall pay the prevailing wage rate in this locality to all his/her employees and subContractors performing work on this project, and in no event shall the Contractor pay less than the rate shown in the following schedule. Refer to Attachment A for current prevailing wage rates
- 4.19 Warranties: Lift systems shall be warranted for a minimum period of one (1) year labor and two (2) years parts; hydraulic cylinders shall be warranted for a minimum of five (5) years. If any materials or equipment utilized in this project is covered by a standard manufacturer's warranty greater than requirements specified herein, Contractor shall extend that coverage to Collin County.

Any of the work or material found to be defective or not in accordance with the specifications of the contract, the Contractor shall correct it promptly after receipt of a written notice from the County to do so. This obligation shall survive termination or completion of the contract. The County shall give such notice promptly after discover of the condition.

The Contractor shall remove from the site all portions of the work which are defective or nonconforming and which have not been corrected unless removal is waived in writing by the County.

4.20 Substitutions: Bidders submitting a bid for all non-specified manufacturers shall submit a Product Substitution Request Form along with supporting documentation to email address jgriffin@co.collin.tx.us no later than seven (7) days prior to bid opening for review and written pre-approval. All bids for non-specified manufacturers submitted without prior approval may be rejected.

- 4.21 Scope: Contractor shall remove one (1) Rotary AT70E and AT10210E one (1) two-post hydraulic lifts and three (3) Rotary DT028H twin-post lifts at Public Works Service Center and provide and install two (2) heavy duty vertical rise platform lifts and three (3) light duty in-ground lifts. Project shall be a turnkey job including all components, materials, parts and labor to complete installations and include cleanup at all sites as applicable and indicated within the following specifications. All components shall be new and unused; rebuilt or refurbished components will not be accepted. Systems shall be completely functional and operational when completed.
- 4.22 Schedule: Collin County prefers installations to be staggered in three (3) phases in order to lessen the inconvenience of interruption of maintenance activity. Bidder shall submit with their bid, a schedule indicating the number of days from the beginning until completion of each phase as follows:
 - 4.22.1 Phase One: One large lift and one small lift
 - 4.22.2 Phase Two: One large lift and one small lift
 - 4.22.3 Phase Three: One small lift

4.23 Project requirements:

- 4.23.1 Contractor shall be responsible for all necessary notifications to authority having jurisdiction (AHJ) regarding installations.
- 4.23.2 Contractor shall be responsible for obtaining all necessary permits and inspections from AHJ. Price for all permits and inspections shall be included in the bid price.
- 4.23.3 Work hours for this project shall be Monday through Friday, 7:00 A.M. to 4:00 P.M.
- 4.23.4 Once awarded the contract, a mandatory background check performed by Collin County shall be required for all personnel who will be onsite for this project.

4.24 Concrete:

- 4.24.1 Existing lifts shall be cut out approximately eight (8) feet in depth of eoncrete for removal. The County will accept not taking out the pit to a depth of eight (8) feet and instead taking out only the portion of the pit required to properly install a new foundation for the large lifts. All equipment shall be removed and all drain lines and other infrastructure for the pit shall be properly capped and abandoned.
- 4.24.2 New lifts shall be installed using 3000 PSI concrete; concrete shall be sealed for prevention from water damage when power washed.

- 4.24.3 Any opening below the base of the service bay floor shall be properly closed with 3000 PSI concrete, doweled into the existing foundation and flush with the base to prevent debris, water or soil from entering. Concrete shall be sealed to prevent chipping.
- 4.24.4 Drawings of known underground utilities will be available during the prebid conference.

4.25 Electrical:

- 4.25.1 Contractor shall be responsible for all additional electrical connections or modifications of existing electrical. Price for such electrical work shall be included in the bid price.
- 4.25.2 All electrical work shall be approved by Collin County Facilities Maintenance prior to Contractor making any modifications or new connections.
- 4.25.3 Existing lifts are wired as follows: motor is 7.5 HP, voltage 208 3-phase, Amps 23, breaker size 40 Amps. Both large lifts are wired to the same breaker. The three (3) small lifts appear to work off of the air compressor.
- 4.25.4 Contractor shall provide and install the correct size wiring and breakers for the new equipment being installed.
- 4.25.5 Each heavy duty platform lift shall have a separate breaker; 220/460 120/208 Volt- Three Phase (460 V Three Phase preferred).
- 4.25.6 Each light duty in-ground lift shall have a separate breaker if they will not run off of the air compressor; 220 120/208 Volt-Single Phase.
- 4.25.7 All power shall be verified in the field by the bidder prior to submitting a bid to determine if a new panel will be required.
- 4.25.8 Electrical installation shall comply with current electrical code as adopted by the City of McKinney and comply with manufacturer's specifications.
- 4.25.9 Electrical Contractor shall provide a copy of their license to the County prior to any work being performed.
- 4.25.10 The only power available for the new lifts is a 100 Amp breaker, 208 Volt-Three Phase. The panel is located on the north wall of the service bay which feeds a 100 Amp outlet located on a column between the two large lifts. This outlet can be removed and a subpanel placed on the column to then feed all five (5) lifts from overhead. The surplus 100 Amp outlet will be turned over to Collin County.

4.26 Equipment Specifications:

- 4.26.1 Heavy Duty Vertical Rise Platform Lifts, quantity two (2) each:
 - 4.26.1.1 Seventy eight thousand (78,000) pound capacity, 18 (eighteen) HP motor, Flush mount, vertical rise platform lift, Stertil Koni SKY 250, Rotary VREX model VRX80-30 or Omer Pantograph model KAR350 9FM or Collin County approved equal. Parallelogram lifts will not be accepted due to space constraints.
 - 4.26.1.2 Lifts shall have a minimum lifting height of sixty-nine (69) inches from floor to the top of the runways.
 - 4.26.1.3 A fail-safe mechanical safety device shall be present.
- 4.26.1.4 Platform shall be approximately thirty (30) feet in length with anti-slip plates.
 - 4.26.1.5 Automatic recessed pit cover plates to cover open pits when vehicle is lifted.
- 4.26.1.6 Two (2), twelve (12) ton jacking beams with double-piston, telescopic design, approximately twelve (12) ton lifting capacity. (Total Two (2) required for the project.)
 - 4.26.1.7 One (1), recessed jack pocket for jacking beam storage with air supply set connections for jacking beam.
 - 4.26.1.8 One (1), rolling jacking beam rolling cart. (Total One (1) required for the project.)
 - 4.26.1.9 LED lighting: Lifts shall have a complete lighting system installed on the inner edge to illuminate the work area when the vehicle is raised.
- 4.26.1.10 Control box with approximately thirty-three (33) foot cable remote control.
 - 4.26.1.11 Equipment shall provide free access between the runways with no obstructions between the lifting posts.
 - 4.26.1.12 Equipment shall be manufactured in the United States.
 - 4.26.1.13 Optional Equipment:
 - 4.26.1.13.1 Rolling oil pan for Heavy Duty Vertical Rise Platform Lifts, Stertil Koni or Collin County approved equal, quantity two (2) each

4.26.1.13.2 Automatic recessed pit cover plates to cover open pits when vehicle is lifted.

- 4.26.2 Light Duty In-ground Lifts, quantity three (3) each:
 - 4.26.2.1 Twelve thousand (12,000) pound lifting capacity, Rotary Smart Lift RL-SL212 with conventional control and power unit, or Collin County approved equal.
 - 4.26.2.2 Three thousand (3000) pound lifting capacity per arm.
 - 4.26.2.3 Heavy duty arms with sliding sleeves which pivot and slide easily.
 - 4.26.2.4 Flip up adapters
 - 4.26.2.5 Round polymer adapters
 - 4.26.2.6 Truck adapters
 - 4.26.2.7 A fail-safe mechanical safety device shall be present.
 - 4.26.2.8 Equipment shall provide free access with no obstructions between the lifting posts.
 - 4.26.2.9 Equipment shall be manufactured in the United States.
- 4.26.3 High Lift Wheel Dolly, Stertil Koni or Collin County approved equal, quantity one (1) each:
 - 4.26.3.1 Used for removal and installation of single and dual wheels on raised vehicles.
 - 4.26.3.2 One thousand (1000) pound capacity
 - 4.26.3.3 Maximum height: seventy-four (74) inches
 - 4.26.3.4 Nylon rollers
 - 4.26.3.5 Powered by twelve (12) VDC battery.
- 4.27 Clean-up:
 - 4.27.1 Contractor shall be responsible for clean-up and finish-out at each service bay.
 - 4.27.2 Contractor shall cap-off and secure any unused lines.

- 4.27.3 All electrical shall be terminated properly and securely.
- 4.27.4 Contractor shall dispose of all environmentally regulated fluids and materials involved in this project according to the appropriate Local, State and Federal standards.
- 4.27.5 Removal of any hazardous material contamination present in the excavation is not included in the bid scope.
- 4.28 Training: Successful Contractor shall, at the County's convenience, provide basic training for County personnel in the operation and basic maintenance of the equipment installed.

4.29 Service:

- 4.29.1 Successful Contractor shall have the ability to provide a technician onsite within four (4) hours of the initial notification from the County for warranty or service requests.
- 4.29.2 Successful vendor shall maintain sufficient spare parts required to repair mechanical or electrical breakdown of lifts.

4.30 Certifications:

- 4.30.1 Equipment shall comply with all applicable Federal, State and local safety regulations. Equipment shall be certified by American National Standards Institute/American Lift Institute (ANSI/ALI). Proof of certification shall be submitted with bid.
- 4.30.2 Successful vendor shall be a certified installer by the manufacturer of lifts being bid. Proof of certification shall be submitted with bid.
- 4.31 References: Bidder shall provide a minimum of three (3) customer references for which Bidder has installed the equipment specified herein and is currently in service on Attributes 5-7. Additional references may be provided by separate attachment.

4.32 Optional Equipment Trade-in:

- 4.32.1 The County is seeking to trade-in the following existing vehicle lifts being replaced on this project:
 - 4.32.1.1 Quantity one (1) each, Rotary model AT70E
 - 4.32.1.2 Quantity one (1) each, Rotary AT10210E
 - 4.32.1.3 Quantity three (3) each, Rotary DT028H.

- 4.32.2 Existing lifts shall be traded-in on an "as is-where is" basis. The County offers no warranty or guarantee on existing lifts.
- 4.32.3 Bidders choosing to offer a trade-in for the existing lifts shall provide the trade-in values on Bid Item 7.

4.33 Award:

- 4.33.1 Contract shall be awarded to the responsive bidder submitting the lowest and best overall bid meeting specifications.
- 4.33.2 Lowest and best overall bid shall be determined by total bid price for new equipment, total bid price for labor and the trade-in value offered for existing equipment (if applicable).