

BID NO. 14-12

DUMPSTER ENCLOSURE PHASE III PROJECT

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INVITATION TO BID

Sealed Bids marked "Bid No. 14-12 Dumpster Enclosure Phase III Project" will be received at the Purchasing Department, City Hall, Kingsville, Texas until 1:30 P.M. on Wednesday, April 23, 2014. Immediately thereafter the bid proposals will be publicly opened and read aloud in the Robert H. Alcorn Commission Room.

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 plan and specifications on the above bid are on file and available in the office of the Purchasing/IT Director or on the City of Kingsville website 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, <u>and</u> unreasonable.

David Mason
Purchasing/IT Director



PLANNING & DEVELOPMENT SERVICES DIVISION

March 24th, 2014

PLANNING & DEVELOPMENT SERVICES QUOTE REQUISITION

FOR THE DUMPSTER ENCLOSURE PHASE III PROJECT

The following items are being requested for the screening/enclosure of 41 commercial dumpsters along major thoroughfares and other areas within the City of Kingsville. The enhancements to be made are described as follows:

- Installation area preparation including but not limited to clearing, grading and necessary compaction of the soil and also marking of fence enclosure locations.
- Acquisition, delivery and installation of materials for a three sided wood privacy fence enclosure to be a minimum height of six feet.
- Wood pickets shall be a dog eared style and must be pressure treated pine or other compatible pressure treated wood.
- All 4x4 posts are to be set in a concrete footing at a depth of at least 2 feet, to ensure secure installation of the fence.
- All fence enclosures (including reset enclosures) are to be treated with a clear waterproofing sealer (such as Thompson's WaterSeal) to both sides of the fence, applied per manufacturer's specifications.
- This quote is <u>not</u> to include any provisions for a concrete slab below the existing dumpster where concrete does not exist.

A listing of specific project sites and construction plans have been provided.

The point of contact for additional information is Robert Isassi, (361) 595-8055, risassi@cityofkingsville.com.

All quotes should be submitted to:

David Mason, Purchasing/IT Director PO Box 1458 Kingsville, TX 78364

(P)361.595.8025, (F)361.595.8035, dmason@cityofkingsville.com

DUMPSTER ENCLOSURE PHASE III PROJECT

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 Planning and Development Services 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 <u>Submit the Proposal in a large sealed envelope, marked "Bid No. 14-12 Dumpster Enclosure Phase III Project".</u>
- 3.2 <u>A smaller envelope shall be affixed to the outside of the larger envelope and contain the following documents.</u>
 - Bid Bond
 - Qualifications Statement
 - Addenda(s) Receipt Acknowledgement
- 3.3 Provide complete bidder identification on the outside of the large envelope.

3.4 <u>If the Proposal is submitted by mail, place the smaller envelope inside a larger envelope.</u> 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 shall 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 not 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, contact 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 shall arrange for a project site visit by contacting the Planning and Development Services Department at (361) 595-8055.
- 7.2 After investigating the project site and comparing the Pictures, Plan Sheets, and Specifications with the existing conditions, the bidder should immediately notify the Planning and Development Services Director, 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 Planning and Development Services Director 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 responsible bidder that represents the best value to the City.
- 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/Partners	ship/Individual)	doing business as		<u>-</u> ·
Proposal as principa collusion with any oth the form of Contract that he has carefully the proposed work; tools, apparatus and	Is are those nate of the least	amed herein; that to n or corporation; that o Bidders, and Specif locations, conditions of he/she will provid of construction and wi	on or parties interested in his Proposal is made, wit he/she has carefully examications therein referred to and the classes of materiale all the necessary machinal do all the work and furnismanner therein prescribed	houtined and ls of
	m an appropria	ition heretofore mad	contemplated by this prope or to be made by the Citank checks.	
that the bond will be	executed on the egular bid, which	ne Bid Bond Form en	ashier's Check, it is unders closed herein. Failure to d <u>Use of Surety Company's</u>	o sc
Addenda No	Received by _		Date	
Addenda No	Received by _		Date	
Addenda No	Received by _		Date	
Addenda No	Received by _		Date	

including supervision, equipment, tools, and other incidental related work required to construct and complete the work in accordance with the Specifications, as prepared by the City of Kingsville, plans dated March 24, 2014, for a price of: Total BASE Project Price - words Total BASE Project Price - figures Total ALTERNATE Project Price - words Total ALTERNATE Project Price - figures The work to be completed in one-hundred and twenty (120) 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, e-mailed, faxed 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. 14-12 Dumpster Enclosure Phase III Project" will meet or exceed all of the minimum specifications and conditions set forth by the City of Kingsville, Texas. DATED THIS DAY OF , 2014. (BIDDING FIRM) ADDRESS: ______ TELEPHONE: BY: ____

Bid Item, "Bid No. 14-12 Dumpster Enclosure Phase III Project"

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 (3) years and other current information.

Project Owner:		
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 ______, 2014. (Bidder) (Surety) (Attorney-in Fact)

DISCLOSURE OF GUARANTY FUND NONPARTICIPATION

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

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.

Surety Seal

PAYMENT BOND

CITY OF KINGSVILLE COUNTY OF **KLEBERG**

KNOW ALL MEN BY THESE PRESEN	NTS:		
That we,are hereby held and firmly bound u		Principal, and of Kingsville in the penal sum of:	, as Surety,
said Principal and Surety bind the severally firmly by these presents.	mselves, the	Dollars \$for the eir heirs, executors, administrators and	payment whereof, the I successors, jointly and
		, whereas the Principal entered into a e City of Kingsville, dated	
Statutes of Texas, 1925, as amend	ded, supplyir	ments to all claimants, as defined in Ar ng labor and materials in the prosecution gation shall be null and void, otherwis	on of the work provided
the prosecution of the work provi	ded for in s	the protection of all claimants supplyings said contract documents, and all such ed in Article 5160, Revised Civil Statute	claimants shall have a
addition to the terms of the contra affect its obligation on this bond,	and it does	es and agrees that no change, extensints or to the work to be performed there hereby waive notice of any such charact documents or to the work to be per	eunder shall in any way inge, extension of time,
thisday of		parties have executed this instrument u , 2014, the name and corporate ts duly signed by its undersigned rep	e seal of each corporate
	_, Principal	(PRINCIPAL'S SEAL if a corporation)	
Ву:	_ Title:		
	_, Surety		
ByAttorney-in-Fact	_	(SURETY'S SEAL)	

PERFORMANCE BOND

CITY OF KINGSVILLE COUNTY OF **KLEBERG**

KNOWN ALL MEN BY THESE PRESENTS:	
That we,, as Principal, and, as Sur	ety,
That we,, as Principal, and, as Sure hereby held and firmly bound unto the City of Kingsville in the penal sum of:	•
for the payment whereof, the s	said
Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly a severally firmly by these presents.	and
The conditions of this obligation are such that, whereas the Principal entered into a certain contract, her attached and made part hereof, with the City of Kingsville dated for	
Now, if the Principal shall faithfully perform the contract in accordance with the plans, specifications a contract documents, and shall fully indemnify and save harmless the City of Kingsville from all costs damage which the City of Kingsville may suffer by reason of the Principal's default or failure to perform a shall fully reimburse and repay the City of Kingsville all outlay and expense which the City of Kingsville rincur in making good any such default, then this obligation shall be null and void, otherwise it shall remain full force and effect.	s of and may
In the event Principal is in default under the contract as defined herein, Surety will within fifteen (15) days determination of such default take over and assume completion of such contract and become entitled to 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 penalty of this bond.	the with
The surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration addition to the terms of the contract or to the work to be performed thereunder or to the specificati accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive no of any such change extension of time, alteration or addition to the terms of the contract or to the work of the specifications.	ons tice
IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several set this day of, 2013, the name and corporate seal of each corporate party being her affixed, and these presents duly signed by its undersigned representative pursuant to authority of governing body.	reto
, Principal (PRINCIPAL'S SEAL if a corporation)	
By Title	
, Surety	
By (SURETY'S SEAL) Attorney-in-Fact	

DUMPSTER ENCLOSURE PHASE III PROJECT

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 EXCEPTIONS TO PLANS AND SPECIFICATIONS

Exceptions and inconsistencies in Plans and Specifications shall be brought to the attention of the Planning and Development Services Director, promptly before the bid date. Unless the Planning and Development Services 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.

1.03 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 Planning and Development Services Director on a timely basis.

1.04 SCOPE OF WORK/TIMING OF CONSTRUCTION

The Plans and Specifications provide for construction of the **Dumpster Enclosure Phase III Project** for the City of Kingsville. 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 and other Contract Documents. Completion of the project in a timely manner is very important to the normal operations of the City.

1.05 NOTICE OF AWARD AND NOTICE TO PROCEED

Successful bidders will be informed by phone, fax or e-mail by the Planning and Development Services 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 Planning and Development Services 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 Planning and Development Services Director.

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.

1.06 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.

1.07 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 Planning and Development Services Director within ten (10) days after the occurrence of the event that results in a request for a delay.

1.08 SATISFACTORY COMPLETION

At completion of work, Contractor shall notify the Planning and Development Services Director 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.

1.09 CITY REPRESENTATIVE

The City Representative is Mr. Robert Isassi. His office phone number is (361) 595-8053.

1.10 CONTRACT PAYMENTS

If requested by the Contractor, the City will make one (1) progress payment after fifty (50) percent of work completion. 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 Planning and Development Services Director. Note that it normally takes from three (3) to four (4) weeks to

<u>receive payment following receipt of the Application for Payment.</u> All payments will be subject to the Planning and Development Services Director's approval.

1.11 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 Planning and Development Services Director. 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, the Planning and Development Services Director and the City Manager and approved by Purchasing.

1.12 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.

1.13 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.

1.14 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.

1.15 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 Planning and Development Services 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.

1.16 SAFETY

The Contractor is required to schedule a pre-construction meeting with City Staff to discuss possible safety concerns and coordinate work schedules for the project. 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.

1.17 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.

1.18 PARKING

Contractor's employees may park their vehicles near the construction sites in areas designated by the City Representative. These areas will be identified by the Planning and Development Services Director. Contractor must become familiar with parking ordinance requirements of the City of Kingsville.

1.19 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 Planning and Development Services Director shall be as binding as if given to the Contractor.

1.20 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 Planning and Development Services Director, or to visitors on the site, will not be tolerated.

1.21 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.

1.22 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.

1.23 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 cleanup 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 Planning and Development Services Director. The Contractor will remove all debris and broom clean the work site at completion of the project.

1.24 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.

SPECIAL CONDITIONS

1.01 PROJECT SITE

The project sites are located in various areas throughout the City.

1.02 SCOPE OF WORK

As per specifications, Contractor shall install dumpster enclosures with or without concrete slabs.

1.03 SUBMITTAL

Each Bidder shall be required to submit the following completed documents at the time specified below and in accordance with the time limits specified elsewhere. At the bid opening the following shall be submitted:

- a. Bid Proposal Form
- b. Bid Bond
- c. Reference and Qualifications Statement
- d. Signed acknowledgement of addenda(s) received

In addition, the successful Bidder shall submit the following items within ten (10) calendar days of the Notice of Award:

- a. Form of Contract (Agreement).
- b. Performance Bond
- c. Payment Bond
- d. Certificate(s) of Insurance before starting work
- e. Construction Time/Work Schedule.

The Contractor shall be prepared to provide the City an itemized list of costs for the project. The itemized list may include, but not be limited to materials, labor, profit, insurance, bond, overhead, and any other item necessary to evaluate the budgeted scope of work.

1.04 TIME FOR COMPLETION

The City shall provide the contractor a Notice to Proceed. The Contractor shall begin construction within fourteen (14) calendar days and complete within one-hundred and twenty (120) days, counted from the date specified on the Notice to Proceed. Allowances for weather days will be permitted upon approval of the Planning and Development Services Director. Request for time extension and approval of said extension must be in writing. Verbal request for time extension will not be accepted.

The Contractor shall receive a Notice to Proceed after satisfactory delivery of certificates of insurance and after satisfactory execution of the Contract. The Contractor's working hours shall be scheduled between 7:00 a.m. and 6:00 p.m., Monday through Saturday. The City may allow

contractor to work other hours or on Sunday, upon prior approval. The City reserves the right to change work hours as required to prevent a public nuisance.

1.05 INSURANCE, PERFORMANCE, AND PAYMENT BONDS

The Contractor shall carry Worker's Compensation Insurance at all times during this contract. Further, the Contractor shall carry sufficient insurance to meet the automobile insurance requirements of the State (liability and property damage) and carry other insurance in sufficient amounts to fully protect his/her interests in the project, as well as that of the City and its property. The Contractor shall have the insurance company directly mail a Certificate of Insurance to the City as evidence that such insurance is in good standing.

1.06 COMPLIANCE

The Contractor agrees to familiarize themselves with, and at all time comply with Federal, State, and Local laws, ordinances, and regulations affecting the conduct of the proposed work, including, but not limited to the Davis-Bacon Wage Act.

1.07 CLEANING OF SITE AND STORAGE FACILITIES

Upon completion of the project, or as directed by the City, the Contractor shall remove all temporary structures and facilities from the site, same to become his/her property, and leave the premises in the condition required by the City Engineer.

The Contractor shall make arrangements with the City for access and storage provisions at the site and the areas where he shall confine his activities and shall in no way obstruct any activity of the City and the general public operations and activities.

1.08 PERSONNEL WATER AND SANITARY FACILITIES

The Contractor shall make adequate arrangements for sanitary facilities. The Contractor shall, at his/her own expense, provide and maintain portable, chemical toilets for employee use at the project site, and such facilities must comply with Health Regulations and requirements. The Contractor shall also provide all workmen and job personnel drinking water in containers labeled as per OSHA regulations. Drinking water during the construction period may be obtained from the City however; the contractor shall be responsible for establishing the water service.

1.09 BARRICADING AND TRAFFIC CONTROL

The Contractor shall provide and install all barricades, lights, signs, fences, and platforms, necessary to reroute, detour, direct, and convey all vehicular and pedestrian traffic through and/or around the project site. The vehicular and pedestrian traffic plan, barricades, lights, signs, fences, and other incidental items shall comply with the regulations set forth by the 2009 Edition of Manual of Uniform Traffic Control Devices (MUTCD) of latest Edition. The Contractor shall provide a copy of the proposed traffic control plan to the Planning and Development Services Director for approval prior to implementation. The Contractor shall notify the City forty-eight (48) hours before any traffic control plan is implemented.

1.10 CONSTRUCTION LAYOUT

The Contractor shall be responsible for establishing and verifying all horizontal and vertical measurements, elevations, and grade stakes required to construct the proposed improvements indicated on the contract documents. Any and all discrepancies shall be immediately reported to the Planning and Development Services Director.

1.11 UTILITY SERVICE

The Contractor shall be responsible for all costs of establishing and obtaining electricity during construction. This cost shall be considered incidental to the project and no separate item will be recognized.

The City will furnish water during construction at no cost to the Contractor. The Contractor shall provide all temporary means of conveying same and bear all costs to bring water to places on the site, where it is required by his operation.

Utility services to any areas SHALL NOT be interrupted without twenty-four (24) hours prior notice given to the City Representative who will issue a permit for this interruption.

1.12 DUST CONTROL

The Contractor shall utilize construction methods that minimize the spreading of dust and debris.

1.13 SELLING OF DEMOLISHED, REMOVED, AND/OR SALVAGED MATERIAL

The Contractor shall not sell or give any demolished or salvaged material from this site. The City retains the option to request and claim any salvageable items from the project. The City claimed items shall be delivered by the Contractor to a location, within the City limits, selected by the City.

1.14 CLEANING UP

The Contractor shall, at all times, keep the project site free from accumulation of waste material or rubbish caused by his employees or work. Upon completion of the work, the project site shall be free of all rubbish, equipment, tools, and surplus materials and shall leave the site "broom clean" or its equivalent, unless more exactly specified. Any ruts and depressions resulting from the Contractor's vehicle or equipment traffic shall be filled to the original elevation.

In case of dispute, the City may remove any and all construction rubbish at the expense of the Contractor. A final clean-up shall be done to the satisfaction of the Planning and Development Services Director three (3) days prior to final inspection. The Contractor shall not dispose of any hazardous materials, construction materials, trash, debris, etc., in the public dumpsters.

If required the contractor shall request and coordinate delivery of a dumpster for depositing his construction materials, debris, trash, etc., except hazardous material. Hazardous material shall be the property of the Contractor for removal and disposal in accordance with TCEQ regulations.

1.15 LIQUIDATED DAMAGES

As actual damages for any delay in completion are impossible to determine, the Contractor and his sureties shall be liable for and shall forfeit to the City two hundred dollars (\$200.00) per calendar day as liquidated damages for failure to complete the project on time and in accordance with the plans and specifications.

1.16 DISPUTES

In cases of dispute and/or disagreement between the City and the Contractor, the Contractor shall immediately present the Planning and Development Services Director and City, in writing, the objections and reasons. The Contractor may suspend the work, until further written response and instructions are delivered to the Contractor. Suspended time during cases of dispute shall not constitute additional compensation to the Contractor.

CONTRACT

CONTRACT
THIS AGREEMENT made this day of, 2014 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 14-12 Dumpster Enclosure Phase III Project
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

(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 sixty (60) 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, Proposal, and Instructions to Bidders, 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	CONTRACTOR
Ву:	
	(Signature)
Title:	
	Printed or Typed Name
	Title
	Mailing Address
	City, State & Zip

				AISAL ID		ADDR	ESS	OF RS		R PAD	OSTS	DUMPSTER ENCLOSURE TYPE					
ID NO	PRI	COMMON NAME	OWNER NAME	TAX APPRAISAL	NO.	CARD. DIR.	STREET NAME	NUMBER OF DUMPSTERS	LOCATION	LOCATION DUMPSTER PAD	DUMPSTER PA	SINGLE	DOUBLE	TRIPLE	NO-BACK	REM & RESET	NOTES
12	1	Angle Medical Center / Ayers Bakery	CDO Properties	12801	1126	S	14th	1	Prop.	Soil	Soil	1					
65	1	Angle Road Mobile Home Park	Wesley Nicholson	10133	1715		Sen C Truan	1	Prop.	Conc	Soil	1					Relocate into property - away from entrance
59	1	Bella Roma Restaurant	Rod's Commercial Rentals	16409	930	E	Santa Gertrudis	1	Street	Soil	Soil		1				Need to move turn it to face North and keep off sidewalk. Include grease pit.
68	1	Beto's Community Grocery	Juan Rene Garza	24418	1102	E	Yoakum	1	Alley	Conc	Soil	1					Use existing concrete pad.
38	1	Boys & Girls Club	Boy's Club of Kingsville	23471	1238	E	Kenedy	1	Street	Soil	Soil					1	Move to Alley. Patch concrete sidewalk with new concrete.
37	1	Cascade Car Wash	Charles C. Reel	21527	1026	E	Huisache	1	Alley	Soil	Soil	1					
42	1	Chamber of Commerce	Kingsville CoC	11082	63S	E	King	1	Alley	Soil	Soil	1					
69	1	Chopstix	Chopstix Asian Bistro	11611	1700	S	14th	2	Alley	Conc	Conc					1	Move existing no-back enclosure to inclide the two (2) dumpsters and grease trap.
32	1	College Square 2 Apartments	College Square 2	17047	703	w	D	1	Street	Conc	Conc	1					Corner of Wells & W D Ave. Need to relocate off of sidewalk.
44	1		R&L Lozano Leasing	24642	715	E	King	1	Alley	Soil	Soil		1				Relocate facing the alley. Include the dumpster & grease pit.
54	1	Day & Night Club	Mary G. Freelon	19606	300	E	Richard	1	Alley	Soil	Soil					1	Move existing encl & dumpster to alley. Remove existing foundations.
50	1	Donut Palace	N&D Barnett LLC	12585	1023	E	King	1	Alley	Soil	Soil	1					
	1	Epiphany School	Epiphany School	13725	100	N	3rd	2	Prop.	Soil	Soil		1				Move further away from street
3	1	Exxon / Speedy Stop (on 14th & King)	Nat'l Retail Properties	24946	201	S	14th	2	Alley	Soil	Soil					1	Move existing dumpster next to each other, move side fence to enclose both.
58	1	Figarelli Apartments	Jose Figarelli	15482	801	E	Santa Gertrudis	1	Alley	Soil	Soil	1					Move off of sidewalk and into alley.
	1	First Christian Church	First Christian Church	20305	1900	S	Brahma	1	Street	Soil	Soil					1	Need to relocate dumpster off of street.
7	1	HomeSmart	Aaron's Inc.	13830	805	S	14th	3	Alley	Soil	Soil				1		Install in alley against back wall. Sides only.
41	1	Hurricane Car Wash	LB Wash Investments	16514	601	E	King	1	Alley	Soil	Soil	1					
45	1	Keep It Kleen Car Wash	Keep N Style LLC	10723	729	E	King	1	Prop.	Conc	Conc	1					Move dumpster away from street view and into service alley in back.
28	1	King Manor Estates Mobile Homes	MT TX-2 Properties	20756	500	w	Corral	1	Street	Conc	Conc	1					Move off of sidewalk to face property.
63	1	Kingsville Record	King Ranch Inc.	22871	1831	w	Santa Gertrudis	2	Prop.	Soil	Soil		1				
	1	Kwik Pantry	Zahra Enterprises	13553	730	w	Corral	1	Prop.	Conc	Conc	1					
14	1	LULAC/St. Joseph Church	LULAC Manor	10766	1220	N	17th	3	Street	Conc	Soil			1			Need to relocate off the street and in a parking lot.
48	1	Lydia's Restaurant	C T Allen, LTD	15273	800	w	King	2	Alley	Soil	Soil			1			Include grease trap
53	1	Martorello Apartments	Fabrizio Martorello	1760S	626	w	Mesquite	1	Street	Soil	Soil	1					Need to relocate off the street and in parking lot.

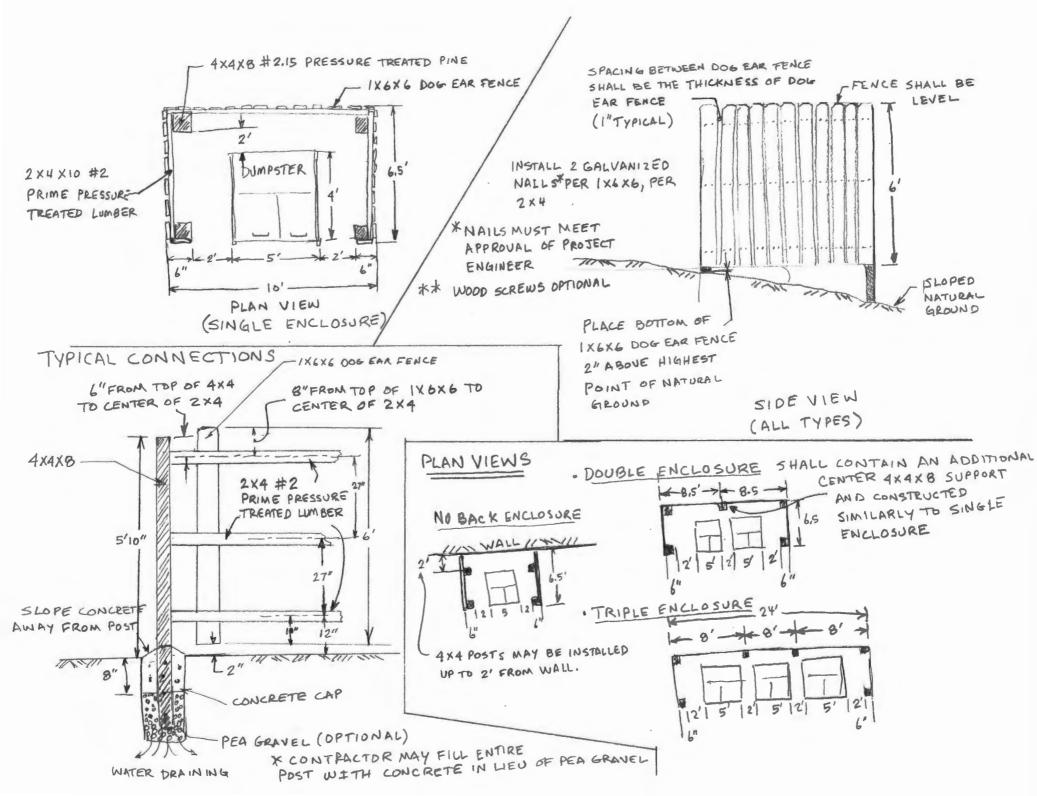
DUMPSTER ENCLOSURE PROJECT - PHASE 3 Page 2 of 2

				APPRAISAL ID		ADDR	ESS	OF	-	R PAD	OSTS	DUMPSTER ENCLOSURE TYPE					
ID NO	PRI	COMMON NAME	OWNER NAME	TAX APPR	NO.	CARD. DIR.	STREET NAME	NUMBER OF DUMPSTERS	LOCATION	DUMPSTER PAD	INSTALL POSTS INTO	5INGLE	DOUBLE	TRIPLE	NO-BACK	REM & RESET	NOTES
4	1	McDonald's	McDonald's Corp	23380	208	s	14th	3	Alley	Conc	Conc				1		No back enclosure.
	1	Perez Elementary	KISD	21703	1111	Ε	Ailsie	2	Street	Soil	Soil		2				Move off of street
19	1	Poncho's Club	Guevara Alonzo	23579	601	N	7th	1	Alley	Conc	Soil	1					Enclose existing concrete dumpster pad.
64	1	Quail Ridge Apartments	Cactus Trail LP	16453	1315		Sen C Truan	2	Street	Soil	Soil	2					Will need to relocate away from street.
61	1	Santa Gertrudis Apartments	Santa Gertrudis Apts.	19706	1414	w	Santa Gertrudis	1	Street	Soil	Soil	1					
13	1	Shop of Color Body Shop	Herman Ohlenbusch	17303	1230	N	14th	1	Street	Soil	Soil	1					Move it off sidewalk
20	1	St. Martin Church	Catholic Diocese of CC	23091	715	N	8th	1	Alley	Soil	Soil	1					
10	1	Sundial Plaza	Sundial Plaza LLC	24719	1010	S	14th	2	Street	Conc	Conc	2					May need to relocate to face building.
Г	1	Taz Texas Holdem Apartments	Taz Texas Holdem	22384	700	w	Mesquite	1	Street	Soil	Soil	1					Relocate to inside parking lot
	1	Villarreal Apartments	Amador Villarreal	18960	529	w	Mesquite	1	Street	Soil	Soil	1					Need to relocate off street
70	1	Wilcox Furniture	Wilcox Family	25719	2021	S	Brahma	1	Alley	Conc	Conc				1		No back
33	1	Yaklin Avenue D Apartments	Dennis Yaklin	11252	703	w	D	1	Street	Conc	Conc	1					
22	1	Yolanda Zapata	Yolanda Zapata	20427	727	w	С	1	Street	Soil	Soil	1					
												25	6	2	3	5	

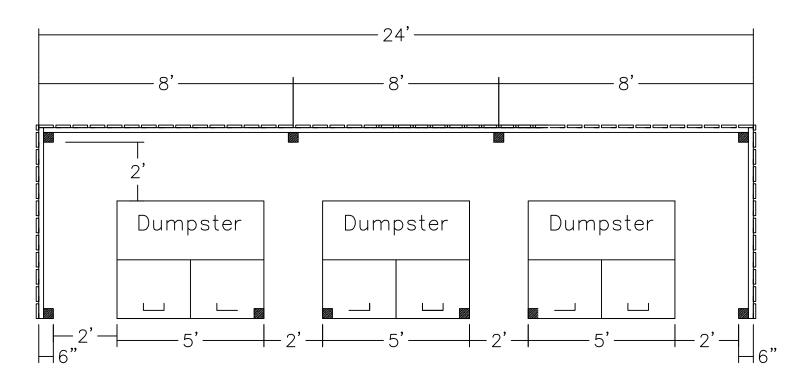
[&]quot;Soil" map be either dirt or asphalt hotmix

[&]quot;Conc" is for concrete surfaces

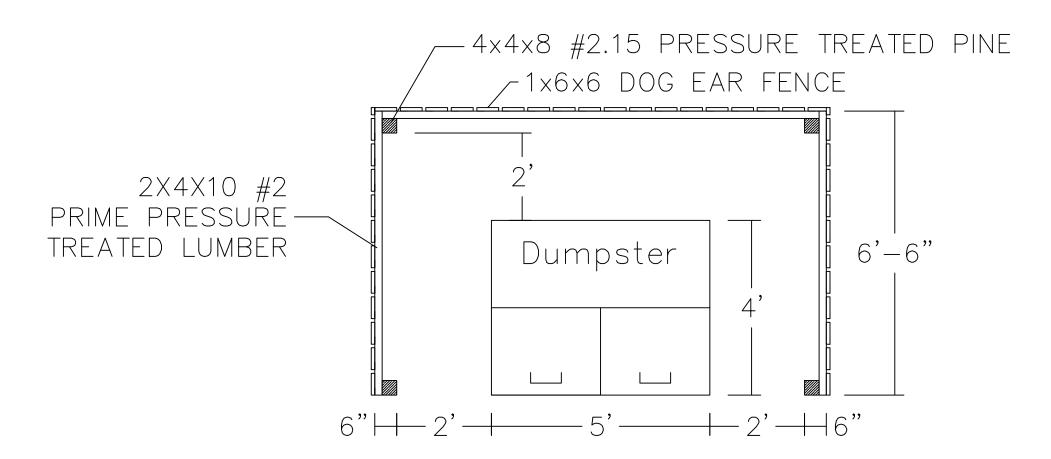
[&]quot;Prop." indicates that the dumpster is in the property and not in an alley or street right-af-way



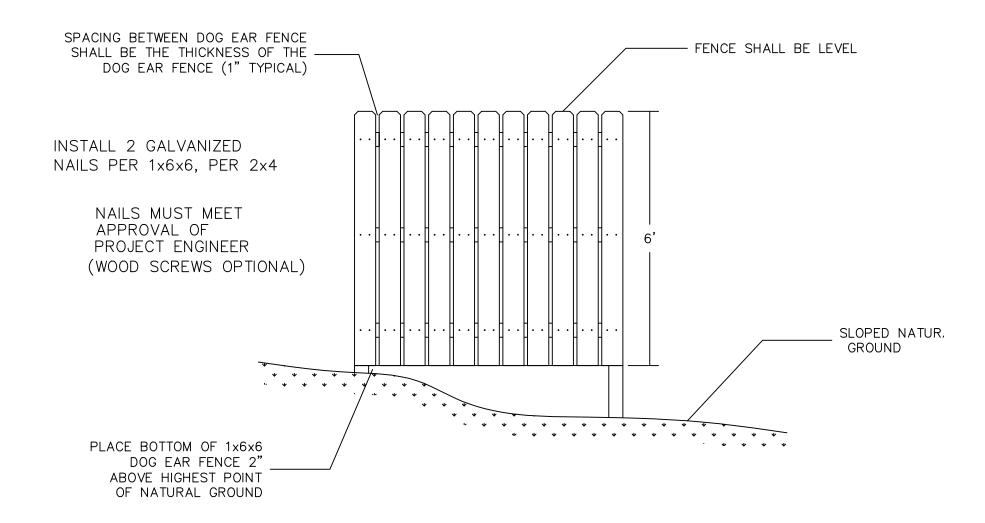
TRIPLE ENCLOSURE



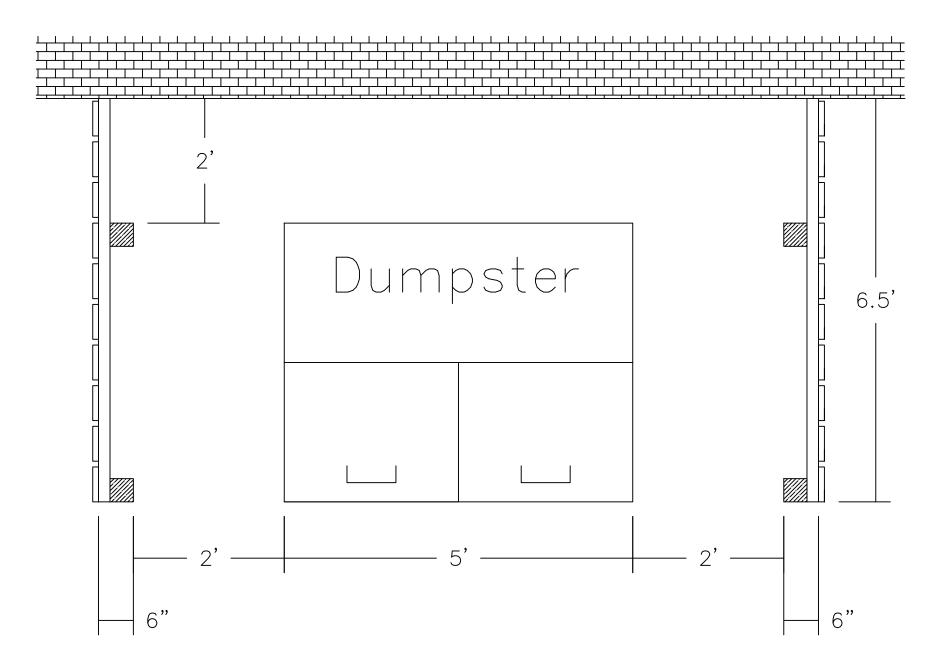
SINGLE ENCLOSURE



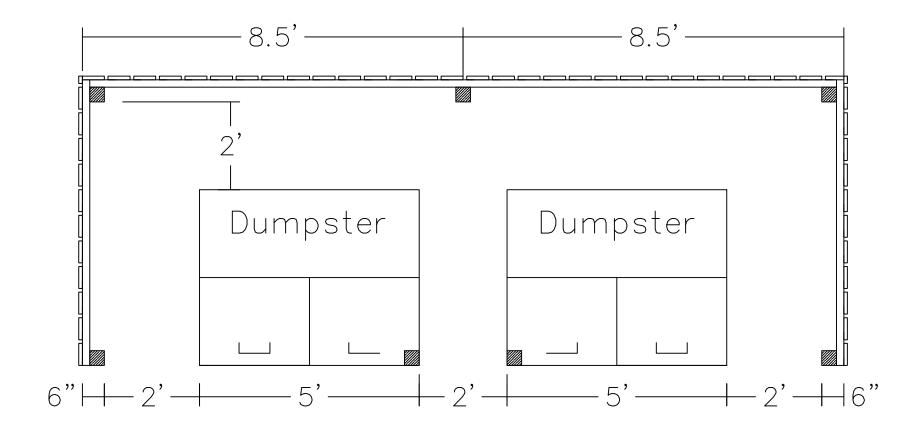
SIDE VIEW (ALL TYPES)



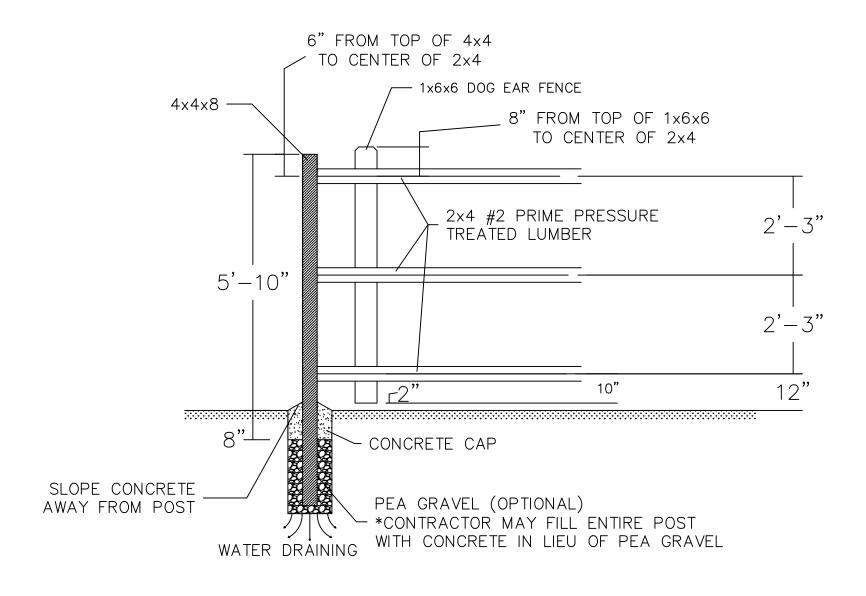
NO BACK ENCLOSURE



DOUBLE ENCLOSURE

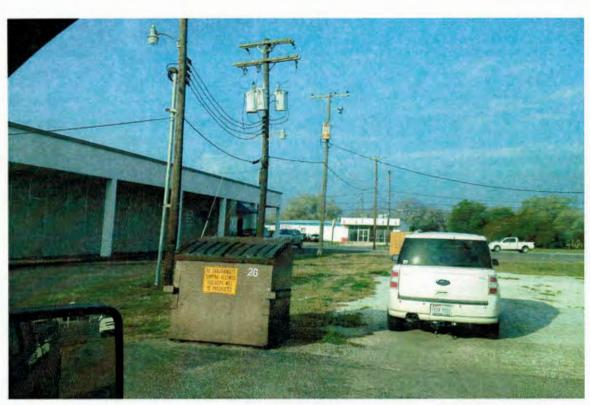


TYPICAL CONNECTIONS





Angle Medical Clinic / Ayers Bakery



Angle Medical Clinic / Ayers Bakery

1 - Single



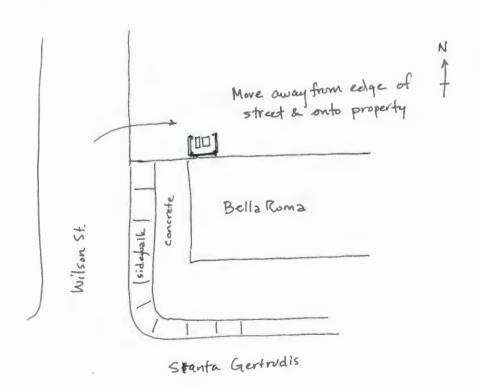
Angle Road Mobile Home Park



Angle Rd. Mobile Home Park
City Move dumpster
1-single



Bella Roma





Bella Roma

City relocate.

1-double or NO-BACK

* to compensate contractor

for final build out, if dumpster

moved behind building & no-back

installed, to be paid as No-BACK

regardless if was originally bod as

single.



Beto's Community Grocery

Beto's Commun #168 ground conc pad single enclosure 1102 E. Yoakum



Boys & Girls Club.

Move to alley, - Use existing fencing moterial.

remove existing concrete foundation & patch concrete sidewalk with concrete.

Move of sidewalk 1238 E. Kenedy Boys & Girls Club



Cascade Car Wash



Cascade Car Wash 1026 E. Huisache

1-single



Chamber of Commerce



Chamber of Commerce 635 E. King I-single



Chopstix

Add existing two (2) dumpsters to existing cluster.
... include grease trap



Chopstix

Move dumpsters to clustered dumpsters. & adjust one the No-BACK existing enclosure.



\$ College Square 2 Apartments.



College Square Apts. 703 W D Ave

relocate off existing sidewalk

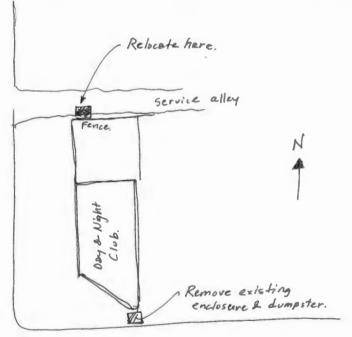


Dairy Queen

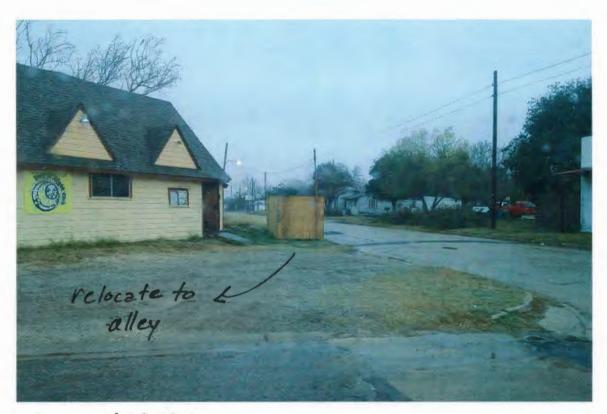
44 Include grease pr 1-double Dairy Queen 715 E. King



Day & Night Club



Richard Ave.



Day & Night Club

300 E. Richard Ave

1. move & reset.



Donot Palace



Donut Palace 1-single



EPIPHANY SCHOOL 3rd & Yoakum



EXXOM



Exxon Corner of 14th & King Ave.



Figarelli Apartments
12th & Sonta Gertru dis



Figurelli Apartments
12th & Santa Gertudis.



First Christian Church



First Christian Church 1900 S. Brahma

relocate off of street.



Home Smart



Homesmart

1-No BACK ENCLOSURE for 211 dompsters



Hurricane Car Wash.

144 601 E. King



Keep H Clean Car Wash.



Keep It Klean Car Wash



King Manor

Move dumpster off sidewalk -



King Manor



Kingsville Record

construct double enclosure eround dumps ters



Kingsville Record



Kwik Pantry



Kwik Pantry Armstrong @ Corral



LULAC / St. Joseph's



LULAC/St. Joseph's



Lydia's Restaurant



Lydia's Restaurant.

Triple enclosure - include grease trap.



Martorello Apartments Mesquite 2 Wells

current location.

move off street & place single enclosure.



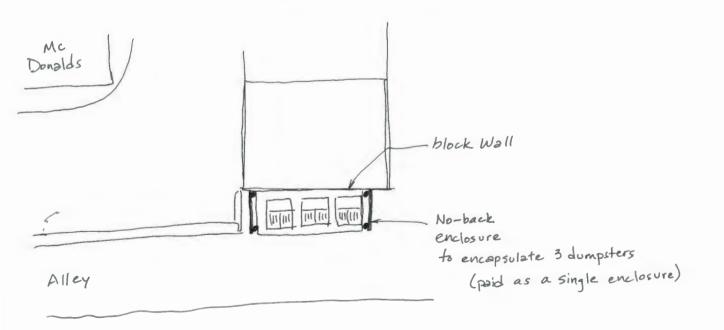
Martorello Apartments Masquite & Wells



Me Donald's

single.

3 dumpsters 1 - Hugge enclosure (no back)







Perez Elementary



Perez Elementary



Poncho's on the Border



Poncho's on the Border



QUAIL RIDGE APTS.

1315 Sen C. Truan Blud.

2 - single enclosures

City will need to relocate away
from street view.

49# from the Do Not Load:
Do Not Load:
Tires, Concrete, Dir.
Large rocks, Hazardous
or flammable material,
Lquidf, asbestos
and batteries DUMPING ALLOWED VIOLATORS WILL BE PROSECUTED



Santa Gertruciis Apartments



Santa Gertrudis Apts.

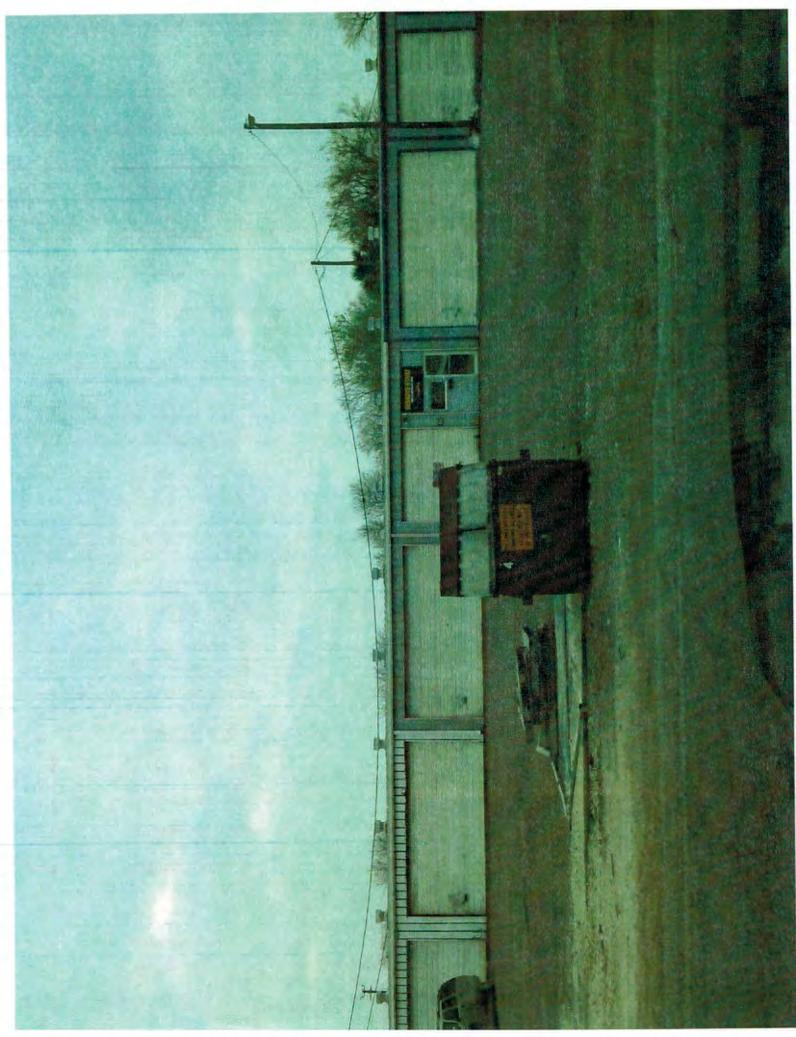
Need to move away from street view

Install 1-single enclosure



Shop of Color

· Move away from street view & off of sidewalk





St. Martin's



ST. MARTIN'S CHURCH



Sundial Plaza



Taz Texas Holdem Apartments

700 W. Mesquite



TAZ Texas Hold'em Apts. 700 W Mesquite

Need to move dumpster off street.

* Into property.

1-single



Villarreal Apartment



Villarreal Apts.

on 1st St. - between Mesquite & D Ave.

1-single enclosure

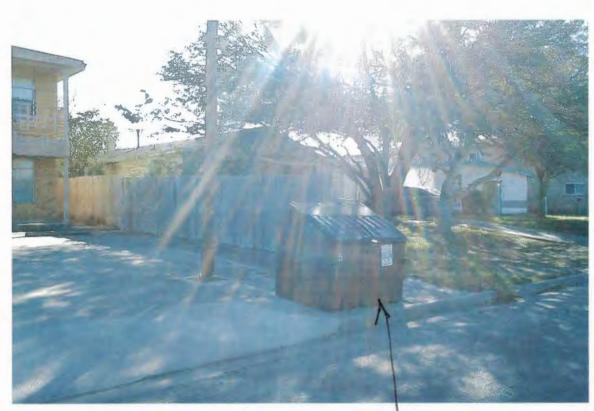
Need to move off street view.



Wilcox Furniture



Yaklin Ave D Apts.



YAKLIN AVE D APTS.

Dumpster on sidewalk

Need to relocate.

Install 1-single enclosure.



Yolanda Zapata



Yolanda Zapata & 729 W C Ave. Need to move to alley.
727 W C Ave

Install 1-single enclosure.