



INVITATION TO BID

BID #2009-10 FIELD MAINTENANCE FOR EDINBURG BASEBALL STADIUM

The City of Edinburg, Texas is soliciting sealed separate bids for the above referenced as requested by the Parks & Recreation Department. The bid shall be received no later than **3:00 p.m., Monday, October 13, 2008**. Any bid received after the time set for opening will be returned to bidder unopened. Bidder(s) must provide an original and shall be addressed to:

**CITY OF EDINBURG
C/O CITY SECRETARY
415 W. UNIVERSITY DRIVE
P.O. BOX 1079
EDINBURG, TEXAS 78540-1079**

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title. All bids will be opened and publicly read aloud at the above designated time at the City of Edinburg (New City Hall) Conference Room, 1st Floor, located at 415 W. University Drive, Edinburg, Texas. Bids sent via facsimile shall not be accepted.

The City of Edinburg reserves the right to accept or reject bids submitted, waive formalities in bidding, accept the bid deemed most advantageous to the City of Edinburg, and to hold the bids for a period of ninety (90) days without taking action thereon. If you have any questions or require additional information regarding this bid, please contact Mr. Luis Rodriguez, Director of Parks & Recreation, at (956) 381-5631.

If you choose not to submit a bid and would like to remain on the City of Edinburg bidder's list for future bids, you must respond in writing.

Sincerely,


Pedro Garza III, Purchasing Agent



**210 W. McIntyre • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 383-5661 • Fax (956) 383-7111**



INVITATION TO BID

ASSIGNED BID NO.: 2009-10

BID TITLE: Field Maintenance for Edinburg Baseball Stadium

CLOSED DATE & TIME: October 13, 2008 @ 3:00 PM SPECIFICATIONS ATTACHED XX

DELIVER SEALED BID TO: CITY OF EDINBURG ADDENDUM ONLY _____
C/O CITY SECRETARY
415 W. UNIVERSITY DRIVE
P.O. BOX 1079
EDINBURG, TEXAS 78540

Quotations are requested for furnishing materials or services described below in accordance with terms set forth herein.

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	AMOUNT
1	11 months	<p>Field Maintenance for Edinburg Baseball Stadium (November 1, 2008 - September 30, 2009)</p> <p style="text-align: center;">BID NO. 1</p> <p>City to provide maintenance equipment listed on attached sheet and the City will maintain equipment should there be any repairs needed or purchase new equipment, if needed.</p> <p style="text-align: right;">Monthly Price</p> <p style="text-align: right;">\$ _____</p> <p style="text-align: center;">BID NO. 2</p> <p>City to provide maintenance equipment listed on attached sheet, but the contractor must maintain equipment should there be any repairs needed at contractor's expense or purchase new equipment needed at contractor's expense.</p> <p style="text-align: right;">Monthly Price</p> <p style="text-align: right;">\$ _____</p> <p>Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, accept the bid deemed most advantageous to the City, and to hold the bids for a period of ninety (90) days without taking action thereon. The City reserves the right to increase or decrease quantities, depending on availability of funds.</p>	

GENERAL CONDITIONS & INSTRUCTIONS – READ CAREFULLY

1. The bids must be submitted on this form only.
2. The City reserves the right to accept or reject any or all bids, waive formalities, and accept the bid deemed most advantageous to the City.
3. The City reserves the right to award the bid to the lowest responsible bidder.
4. Prices must be itemized.
5. All quotations must be F.O.B. Edinburg and include all costs for delivery and packaging.

Delivery time shall be specified by the bidder. Failure to state a firm delivery date will make an incomplete bid. Delivery time will be one of the determining factors in selecting the best bid. However, if the delivery time is not met when stated, upon notification of the same, the City may allow a ten-day grace period for delivery. If delivery is not met after the ten-day grace period allowed, the City of Edinburg reserves the right to completely cancel order and to revoke and render void the purchase order previously issued for same.

6. In cases of discrepancy between the unit price and the extension, the unit price will be taken.
7. All bids must be signed by an authorized representative.
8. Envelope containing this bid **must** be marked with **Bid No. and Bid Title** from Page 1 and sealed with tape.
9. Bid guarantee (if applicable) must be submitted with bid.
10. Any bid received after the time set for opening will be returned to bidder unopened.
11. This bid tabulation shall constitute a binding contract subject to acceptance by the City.
12. Special reference is made to bid specifications (if attached) for other conditions and instructions.
13. Failure to adhere or comply with the above general conditions and instructions will cause the bid to be rejected.

In compliance with the invitation for bid, and subject to all conditions thereof, the undersigned offers, and agrees, if this bid be accepted within 90 days from **time of closing**, to furnish any or all of the items or render such services upon which prices are quoted in accordance with the bid specifications applying, and at the price set opposite each item.

For bid inquiries, please call the Purchasing Agent at (956) 383-5661, Extension 380.

DATE: _____

BID PRICE: _____

DELIVERY DATE: _____

BIDDER NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

MAILING ADDRESS: _____

TELEPHONE NO.: _____

E-MAIL ADDRESS: _____

FEDERAL ID #: _____

BOND AND INSURANCE REQUIREMENTS

(A) If the contract amount is over \$25,000 for construction or facility improvements, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the state, in accordance with state statutes, as amended. A payment bond in the full amount of the contract price to assure payment is required by law of all persons supplying labor and material in execution of work provided for in the contract.

(1) A bid guarantee equivalent to 5% of the bid price is required from each bidder. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the specified time.

(2) A performance bond on the part of the contractor for 100% of the contract price is required. A "performance bond" is one executed in connection with the contract to secure fulfillment of all the contractor's obligations under such contract. It is solely for the protection of the City awarding the contract; in the amount of the contract; and is conditioned on the faithful performance of the work, in accordance with the plans, specifications, and contract documents, including warranties. The performance bond shall remain in effect during the warranty period of the contract or for one year, whichever is longer.

(3) A payment bond on the part of the contractor for 100% of the contract price is required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a sub-contractor to supply labor or material and is in the amount of the contract.

(4) Failure of a contractor to comply with this section authorizes the City Manager to terminate the contract and retain any applicable security.

(B) A bid guarantee, performance and payment bond will not be required for contracts zero to \$25,000. The City will specify in the contract that no money will be paid to the contractor until the project has been completed and final acceptance has been made by the City.

(C) Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

(D) The following insurance requirements will be included in all City contracts of \$5,000.00 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

(E) The following insurance requirements will be included in all City contracts of \$15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

MAINTENANCE OF EDINBURG BASEBALL STADIUM FIELD
SPECIFICATIONS/GENERAL CONDITIONS

The City of Edinburg Parks & Recreation Department is seeking bid/quotes from qualified local or area Companies/Firms for the Maintenance of the Edinburg Baseball Stadium Field located at 920 N. Sugar Road. The City is seeking to enter into an Annual Maintenance Contract/Agreement (See attachment for specifications) based on a monthly rate/fee Bid/Quotation. Contract will run for an eleven (11) month period beginning November 1, 2008, and ending September 30, 2009.

The Edinburg Baseball Stadium Field consists of the playing field, concourse areas, and out of play turf areas. The playing field consists of all turf areas, infield (home plate, pitcher's mound, running paths, and infield dirt radius), outfield (turf, foul lines, warning track), and two bull pens. The concourse areas include all turf and landscape areas around the offices, concessions, restrooms and areas immediately outside of the stadium.

All bidders must submit copy of insurance and must meet minimum insurance requirements of the City of Edinburg. Failure to adhere or comply with the above general conditions and instructions will cause bid to be rejected.

The City of Edinburg reserves the right to increase or decrease quantities depending on availability of funds and to accept or reject any parts of the bid.

Sites may be inspected by bidders by calling (956)381-5631 for an appointment or tour of facility prior to submitting bid.

EXHIBIT 1

SPECIFICATIONS FOR CONTRACT MAINTENANCE OF EDINBURG BASEBALL STADIUM FIELD

SCOPE OF WORK

The Contractor's scope of work includes the maintenance of the grounds at the Edinburg Baseball Stadium Field located at 920 N. Sugar Road. This includes scheduled maintenance of the baseball field and all other turf and landscape areas within the complex. Preparation of the field for practices and games and provide support during practices and games during the season and assist with special events conducted at the Stadium.. City will provide all materials and equipment (listed below) required to perform all necessary field maintenance. Contractor will provide all other equipment and labor.

GENERAL DESCRIPTION OF GROUNDS

Edinburg Field consists of the playing field, concourse areas, and out of play turf areas. The playing field consists of all turf areas, infield (home plate, pitcher's mound, running paths, and infield dirt radius), outfield (turf, foul lines, warning track), and two bull pens. The concourse areas include all turf and landscape areas around the offices, concessions, restrooms and areas immediately outside of the stadium.

RESPONSIBILITIES AND DUTIES

The Contractor has the following specific responsibilities and duties:

ANNUALLY

- ☐ Remove lip around infield dirt radius, re-level, and re-sod as needed.
- ☐ Rebuild mound, home plate, and bull pens with clay. Install new pitching rubbers and home plates. Slope and tamp mounds.
- ☐ Reseed all turf areas that are bare or need repair with Bermuda grass seed.
- ☐ Add infield conditioner to depth necessary, roll and compact to firmness.
- ☐ Level warning track, add warning track material to depth necessary, roll and compact to firmness.
- ☐ Fix netting behind home plate, batting cages and the practice equipment such as the portable batting cage and protective screens.
- ☐ Insure that equipment is covered with protective canopy when not in use and or inclement weather.

QUARTERLY

- ☐ Fertilization with balanced fertilizer with pre-emergent weed control; February, April, September, and December.
- ☐ Aeration of playing field with deep tine aerator pulling 2" to 3" plugs. Top dress with white bunker sand.
- ☐ Pesticide/herbicide control through chemical or granular application.
- ☐ Pressure wash infield lip and foul lines.

MONTHLY

- ☐ Inspect field for holes, unlevelled or damaged irrigation heads, and any other hazardous conditions. Repair when found.
- ☐ Weed flower beds in restroom area of concourse and the immediate outer perimeter of the stadium.
- ☐ Perform walk through of grounds with Parks Superintendent. Review schedule of work, materials needed, and any areas of concern.

WEEKLY

- Mow playing field a minimum of two (2) times per week during off season using reel type mower. Cutting height shall be 1".
- Irrigation of the playing field at least four (4) times per week. More often, depending on weather conditions, as needed.
- Mow concourse area are turf weekly. Trim and use Round Up as needed for neat appearance of sidewalks and fence lines.

DURING SEASON

- Mow playing field three (3) times per week. Cutting height shall be 1".
- Batting cages shall be brought out for practice and before the start of game and put away after on a schedule provided by the Parks & Recreation Department.
- Raise and lower flags on game days.
- Turn on and off athletic field lights when needed.
- Assist in laying out infield tarp during inclement weather.
- Set bases on days team uses the field.
- Check warning track prior to team using the field and keep in good condition.
- Drag, water, and mark infield and foul lines before each game. Drag and remark infield after the 5th inning.
- Tamp pitcher's mound, home plate, & bull pen mounds for games.
- Pick up trash on grounds and concourse areas.

DURING SPECIAL EVENTS

- Turn on and off athletic field lights when needed.
- Pick up trash on grounds and concourse areas if needed after event.

INSURANCE

The Contractor shall be required to carry the following listed insurance coverage and limits and furnish acceptable proof of payment of insurance premiums.

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily injury by accident \$100,000 - each accident Bodily injury by disease \$100,000 - each employee Bodily injury by disease \$500,000 - policy limit
Comprehensive General Liability	
a) Bodily injury	\$250,000 each person; \$500,000 each occurrence
b) Property damage	\$100,000 each occurrence; \$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability	
a) Bodily injury	\$100,000 each person; \$500,000 each occurrence
b) Property damage	\$100,000 each occurrence; \$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability	
a) Bodily injury	\$250,000 each person; \$500,000 each occurrence
b) Property damage	\$100,000 each occurrence; \$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an "Additional Insured".

EQUIPMENT

- 1-2005 Jacobson Tri-King 1800G (reel mower).
- 1-2001 Cushman Groom Master (bunker rake).
- 1-2000 Cushman Turf Truckster (utility vehicle).
- 1-2001 Vicon (spreader).
- 1-2000 Cushman (top dresser).
- 1-2000 Sprayer (200 gls.).
- 1-2001 Kubota LA481 (tractor with front loader).
- 1-2000 Jacobson PGM (walk behind reel mower).
- 1-2000 John Deere GS-30 (commercial 36" mower).
- 1-2005 John Deere JX-75(walk behind mower).
- 2-2005 Echo weedeaters.
- 1-2005 Echo blower
- 1-2004 Line Laser
- 1-1984 Ford Ranger pick-up

TERM

The term of the Contract will be from November 1, 2008 to September 30, 2009, or as specified in agreement. The City of Edinburg may extend the Contract for a full year at the same terms and conditions at its option by a written notice thirty (30) days prior to the expiration date.