



INVITATION TO BID

BID #2010-37 LIFT STATION #29, 30 & 32 PUMP GUIDE RAIL REPLACEMENT

The City of Edinburg, Texas is soliciting sealed separate bids for the above referenced as requested by the Utility Department. The bid shall be received no later than **3:00 p.m., Monday, January 11, 2010.** 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. Agustin Gomez, WWTP Superintendent, at (956) 292-2042.

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,

Lorena Fuentes, Purchasing Agent



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.
14. Bidders are advised that in addition to local bids received, the City participates in Texas Cooperatives that comply with the bidding requirements of the State of Texas; therefore, the City will include State Cooperative pricing to determine the selection of bid award that is most advantageous to the City.
15. No citizen or business shall be qualified to submit competitive bids for city purchases or improvements if it has a substantial delinquency to the City, including taxes, utility bills, or rental obligations, or has pending litigation against the City.

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) 388-1895, Ext. 8972.

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 contract 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 Employer's Liability	Statutory Coverage 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 Property Damage	\$250,000 each person/\$500,000 each occurrence \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury Property Damage	\$100,000 each person/\$500,000 each occurrence \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury Property Damage	\$250,000 each person/\$500,000 each occurrence \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

CITY OF EDINBURG

Pump Guide Rails Replacement

Specifications

The bid specifications are for the following Lift Stations:

Lift Station No. 29 located at 3101 W. Hwy 107 by University Park

Lift Station No. 30 located at 2240 W. Alberta Road

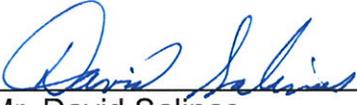
Lift Station No. 32 located at 2702 W. Freddy Gonzalez

The work will consist of the following items:

1. Removal of existing pump rails and rail brackets.
2. Installation of 1 ½" diameter rails.
3. Replacement of all support brackets for the rails.
4. All the materials for the project will be constructed of 316-stainless steel.

SPECIAL PROJECT REQUIREMENTS

The contractor awarded the bid must have all necessary safety equipment to work in a "permit required" confined space as stated under OSHA safety guidelines. These guidelines are listed in the US Department of Labor regulations standards - 29 CFR under "Permit-required confined spaces-1910.146". Under these regulations, the contractor will be required to submit a complete confine space entry permit, and it will be maintained with the project documentation. The City of Edinburg is not responsible to provide any safety equipment or other equipment needed to complete the project. The work must be performed during low flow conditions or the contractor will supply bypass-pumping equipment to work under normal flow conditions. The work performed and the materials installed will be warranted for a minimum of 1 year after the completion of the project. Additionally, since the work will be performed on City of Edinburg property, the contractor will provide a copy of his worker's comp and liability insurance as required by the Purchasing Department.



Mr. David Salinas
Director of Utilities