



## NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **Monday, October 18, 2010**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

### **BID NO. 2011-17 CONSTRUCTION OF WATERSLIDE DRAINS**

**Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: [www.cityofedinburg.com](http://www.cityofedinburg.com), or may obtain copies of same by contacting the office of:**

**LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-8972 or by e-mailing your request to the following e-mail address: [lfuentes@ci.edinburg.tx.us](mailto:lfuentes@ci.edinburg.tx.us)**

If you have any questions or require additional information regarding this bid, please contact Mr. Frank J. Carmona, Superintendent of Aquatics, at (956) 381-5631.

**If Hand-delivering Bids:** 415 West University Drive,  
c/o City Secretary Department (1<sup>st</sup> Floor)

**If using Land Courier (i.e., FedEx, UPS):** City of Edinburg  
c/o City Secretary  
415 West University Drive  
Edinburg, Texas 78541

**If Mailing Bids:** City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60** days without taking action.

**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.**



**415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540  
Phone (956) 388-8204 • Fax (956) 383-7111**



# CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

## **DEVIATION FROM SPECIFICATION**

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

## **PURPOSE**

1. The purpose of these specifications/requirements and bidding documents is for the **Construction of Waterslide Drains** for the City of Edinburg.
2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

## **SUBMITTAL OF BID**

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

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**If using Land Courier (i.e., FedEx, UPS):** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> Floor), Edinburg, Texas  
78541  
**If Mailing Bids:** P.O. Box 1079, Edinburg, TX 78540-1079

## **PREPARATION OF BID**

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

## **ALTERATIONS/AMENDMENTS TO BID**

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **SALES TAX**

State sales tax must not be included in the bid.

### **SUBSTITUTIONS**

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

### **NO BID RESPONSE**

If unable to submit a bid, bidder should return inquiry giving reasons.

### **EXCEPTIONS**

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

### **DELIVERY**

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

### **DELAY IN SERVICE DELIVERY**

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

### **SERVICE DELIVERED PRICING**

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

### **VALID BID TIME FRAME**

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

### **RIGHT TO REJECT/AWARD**

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

### **MULTIPLE VENDOR CONTRACTS**

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **INDEMNIFICATION CLAUSE**

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

### **ADDENDA**

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-388-8972) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

### **PAYMENT**

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

### **SYNONYM**

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the purchase of CONSTRUCTION OF WATERSLIDE DRAINS as specified.

### **ASSIGNMENT**

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

### **INTERPRETATIONS**

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **STATUTORY REQUIREMENTS**

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

### **BIDDER'S EMPLOYEES**

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

### **RIGHT TO WAIVE**

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

### **COOPERATIVE PRICING**

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

### **TIME ALLOWED FOR ACTION TAKEN**

The City of Edinburg may hold bids **60** days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

### **PREPARATION OF BID**

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

### **CONFIDENTIAL INFORMATION**

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

### **VERBAL THREATS**

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

### **MATHEMATICAL ERRORS**

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **AUDIT**

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

### **PAST PERFORMANCE**

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

### **JURISDICTION**

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

### **VENUE**

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

### **CONFLICT OF INTEREST**

#### **CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

### **AWARD**

For purposes of this project, award will be contingent on approval of budget.

### **SPECIAL CIRCUMSTANCES**

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **TERMINATION OF CONTRACT**

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
CONSTRUCTION OF WATERSLIDE DRAINS**

**BID NO. 2011-17**

**BID OPENING DATE: October 18, 2010 at 3:00 p.m.**

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned **Construction of Waterslide Drains.**

**GENERAL REQUIREMENTS AND AGREEMENT FOR CONSTRUCTION OF WATERSLIDE DRAINS:**

You are invited to submit a sealed bid for the construction of Waterslide Drains as requested by the City of Edinburg Parks & Recreation Department.

The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

- A.** Install two 18 X 36 hydraulically balanced wall drains for each water slide, using EIGHT INCH Schedule 80 PVC, plumbing under the guide lines of the VGB Act and ANSI Standards for new construction, which also includes suction plumbing not to exceed velocities flow rates of six feet per second (940 gpm). Sumps and grates will be Lawson Aquatics FI-SG-1836-WT 18"X36"(NO SUBSTITUTIONS). Must also be installed by manufactures recommendations. **PLEASE REFER TO EXHIBIT "A" FOR DRAWING (PAGE 13).**

1. Install Drains in Pool Wall.
  - a. Provide all materials and labor to complete described work.
  - b. Drain Pool.
  - c. Saw cut two straight lines on pool deck, from pump room to pool wall approx. two to four feet wide and chip out.
  - d. Saw cut and totally chip out two rectangular boxes in the pool wall, at least Five feet apart and install Lawson Aquatics **FI-SG-1836-WT** 18" X 36" Sump and grates (**NO SUBSTITUTIONS**), They are plumbed with 2-2" female adapters and 1-10". Make cut out boxes for sumps at least four inches wider, on all four sides.
  - e. After chipping out boxes, then saw cut the boxes six inches wider and recess four to six inches deep ( partial key joint), to lock in sumps and new concrete in place. Reinforce with a minimum ½" rebar in U-shape with wings, tying to original wall rebar or dowing if necessary.
  - f. Insert the side of the new sumps with the ten inch PVC connection, pointed downward in the direction of the pool floor. Reinforce with a minimum ½" rebar in U-shape with wings, tying to the original wall rebar or dowing if necessary.
  - g. Install and tie in place one inch rebar spaced nine inches apart, around the entire outer diameter of all new wall drain sumps. The one end of the rebar needs to be set three inches below the concrete of the interior pool wall, extending it through the wall and the other end of the 1" rebar extending twelve inches pass the sumps.**
  - h. Dow into outside wall with ¾" rebar, starting six inches out from cut wall, spaced nine inches apart and around the entire outer diameter of all new wall drain sumps.
  - i. Use 5000 to 7500 psi. concrete, to incase entire sump at least twelve inches thick, seal both inside and outside wall with hydraulic cement first and then finish inside wall with pool plaster.
  
2. Prepare Trench For Pipe Chase
  - a. Provide all materials and labor to complete described work.

## REQUEST FOR BIDS FOR CONSTRUCTION OF WATERSLIDE DRAINS (Continued):

- b. Saw cut two straight lines on pool deck, from pump room to pool wall approx. two to four feet wide and chip out.
  - c. Dig out soil by manual hand shoveling to the depth of the pool floor, when reaching pool wall dig out at the same depths for approx three feet to the right and to the left, for installation of wall drains.
  - d. Continue to dig out soil by manual hand shoveling to the depth of the pool floor, towards the other direction and to the pump area.
  - e. Before running plumbing, compress soil with vibrator and then add a minimum of six inches of sand and to the level of the new eight inch schedule 80 pipe, running to the new wall drains, whichever level is higher.
  - f. See steps f through g in section 3.
  - g. See steps f and g in section 4.
  - h. See steps f through g in section 5.
3. Eight Inch Schedule 80 PVC Piping And Fittings For Main Drain Suction To Pump Area
- a. Provide all materials and labor to complete described work.
  - b. Next level of sand should be already added.
  - c. Starting at the ten inch connection on both new wall drains, plumb both wall drains towards each other and hydraulically balancing both wall drains together, by connecting piping together to an eight inch schedule 80 PVC T, at the same distance apart.
  - d. Finish running the remainder eight inch schedule 80 PVC plumbing and tie to pump.
  - e. **Pressure test all lines up to 50 psi. and hold for twenty-four hours, with customer sign off.**
  - f. Piping from wall drains to T and one foot of piping after the T of plumbing to pump area, should be incased in at least eight inches of concrete with a total of four  $\frac{3}{4}$ " rebars, one on each side of plumbing, tying them together with  $\frac{1}{2}$ " rebar spaced a maximum of nine inches apart.
  - g. Support piping and concrete by dowing into outside wall with  $\frac{3}{4}$ " rebar and tying them together with  $\frac{1}{2}$ " rebar spaced a maximum of nine inches apart.
  - h. Add another layer of sand, before running next level of plumbing.
4. Two Inch Schedule 80 PVC Piping and Fittings For Water Level Line, To Pump Area.
- a. Provide all materials and labor to complete described work.
  - b. Next level of sand should be already added.
  - c. Starting at one of the two inch connections on both new wall drains, plumb both wall drains towards each other and hydraulically balancing both wall water level lines together, by connecting piping together to a two inch schedule 80 PVC T, at the same distance apart.
  - d. Finish running the remainder two inch schedule 80 PVC plumbing to pump area, extend pipe two feet above water level and cap.
  - e. **Pressure test all lines up to 50 psi. and hold for twenty-four hours, with customer sign off.**
  - f. Piping from wall drains to T and one foot of piping after the T of plumbing to pump area, should be incased in at least eight inches of concrete with a total of four  $\frac{3}{4}$ " rebars, one on each side of plumbing, tying them together with  $\frac{1}{2}$ " rebar spaced a maximum of nine inches apart.
  - g. Support piping and concrete by dowing into outside wall with  $\frac{3}{4}$ " rebar and tying them together with  $\frac{1}{2}$ " rebar spaced a maximum of nine inches apart.
5. Two Inch Schedule 80 PVC Piping and Fittings For Water Fill Line, To Pump Area.
- a. Provide all materials and labor to complete described work.
  - b. Next level of sand should be already added.

## REQUEST FOR BIDS FOR CONSTRUCTION OF WATERSLIDE DRAINS (Continued):

- c. Starting at the other remaining two inch connections on both new wall drains, plumb both wall drains towards each other and hydraulically balancing both wall water fill lines together, by connecting piping together to a two inch schedule 80 PVC T, at the same distance apart.
  - d. Finish running the remainder two inch schedule 80 PVC plumbing to pump area, extend pipe two feet above water level and cap.
  - e. **Pressure test all lines up to 50 psi. and hold for twenty-four hours, with customer sign off.**
  - f. Piping from wall drains to T and one foot of piping after the T of plumbing to pump area, should be incased in at least eight inches of concrete with a total of four  $\frac{3}{4}$ " rebars, one on each side of plumbing, tying them together with  $\frac{1}{2}$ " rebar spaced a maximum of nine inches apart.
  - g. Support piping and concrete by dowing into outside wall with  $\frac{3}{4}$ " rebar and tying them together with  $\frac{1}{2}$ " rebar spaced a maximum of nine inches apart.
  - h. Add another layer of sand, before running next level of plumbing.
6. Fill Trench To Prepare For Pool Deck Finish.
- a. Provide all materials and labor to complete described work.
  - b. Fill remainder of trench with sand to two feet below current pool deck.
  - c. Add water for compaction.
  - d. Add base fill in three inch lifts and vibrate.
  - e. Between three inch lifts add more sand to the area left and right of the main trench that are covered by concrete, to prevent any voids under pool deck.
7. Patching Concrete Deck.
- a. Provide all materials and labor to complete described work.
  - b. Dow into existing deck with  $\frac{1}{2}$ " rebar spaced a maximum of nine on center.
  - c. Install expansion joints on both sides, for all new poured concrete areas.
  - d. Pour 3000 psi concrete and finish to match as best as possible.
8. Clean Up and Haul Off
- a. Provide all materials and labor to complete described work.
  - b. Haul Off must be performed in a manner required by all governmental agencies or any other code requirements.
9. **Contractor must have the following:**
- a. A twenty-four (24) hour phone number that, can be called seven (7) days a week with a response time of the following:
    - 1). By phone within one hour after message is left by **THE CITY OF EDINBURG**
    - 2). Physical response if needed within four (4) hours after personal contact of **THE CITY OF EDINBURG**
  - b. **Must have been in business for a minimum of seven (7) years and have an office, which is manned between the hours of 8 AM – 5 PM, Monday through Friday.**
  - c. Must have on staff a Certified Pool and Spa Operator Instructor through the National Swimming Pool Foundation.
  - d. Must have on staff a Certified Professional Pool Builder or a Certified Professional Service Tech. through the Association of Pool & Spa Professionals (APSP).
  - e. Factory Trained by **CAT Automated Chemical Controllers by Hayward Pool Products, Pentair Pool Products, RayPac and Teledyne Laars Pool Heaters.**
  - f. Company wide continued educational programs in the industry.

**REQUEST FOR BIDS FOR CONSTRUCTION OF WATERSLIDE DRAINS (Continued):**

10. Warranty

Material and labor for one year for defects or improper workmanship by Contractor. Does not include improper chemistry, electrolysis, or vandalism by customer or others.

**INSURANCE REQUIREMENTS**

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.

The following insurance requirements will be included in all City contracts of \$5,000 - \$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

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.

**REQUEST FOR BIDS FOR CONSTRUCTION OF WATERSLIDE DRAINS (Continued):**

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





**BID FORM FOR CONSTRUCTION OF WATERSLIDE DRAINS (Continued):**

*All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.*

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

SIGNATURE: \_\_\_\_\_

TYPE/PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

EMAIL: \_\_\_\_\_