



## 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. 2011-18 REPAIR AND MAINTENANCE OF EXPRESSWAY 281 STREET LIGHTS**

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. Tomas D. Reyna, Interim Director of Public Works, at (956) 388-8210.

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 Repair and Maintenance of Expressway 281 Street Lights 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).

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): 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 REPAIR AND MAINTENANCE OF EXPRESSWAY 281 STREET LIGHTS 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  
REPAIR AND MAINTENANCE OF EXPRESSWAY 281 STREET LIGHTS**

**BID NO. 2011-18**

**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 Repair and Maintenance of Expressway 281 Street Lights.

**GENERAL REQUIREMENTS AND AGREEMENT FOR REPAIR AND MAINTENANCE OF EXPRESSWAY 281 STREET LIGHTS:**

You are invited to submit a sealed bid for the Repair and Maintenance of Expressway 281 Street Lights as requested by the City of Edinburg Public Works 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. These specifications are intended to establish a Contract for the maintenance and electrical repairs of the overhead lighting system on US 281 Expressway, between Owassa Road and Rogers Rd., in the City of Edinburg, Hidalgo County, Texas. **PLEASE REFER TO EXHIBIT "A" FOR DRAWING (PAGE 12).**
  
1. Maintenance hereunder refers to all maintenance necessary to keep facilities fully operating, properly functioning, with a minimum of 95% of the lights burning at all times for their normal expected useful life. Said maintenance shall include repairs and/or replacement of any component parts of the facilities as may be necessary, to begin on the low side of the transformer. Transformer to be serviced by others.
2. Each highway lighting system was constructed or modified in essential accordance with plans approved by the Texas Department of Transportation.
3. All work and materials shall conform to the requirements and regulations of the National Electric Safety Code.
4. All electrical work performed under this contract shall be under the supervision of a licensed electrician.
5. **BIDDER QUALIFICATIONS:** Each bidder shall list each piece of equipment, brand, size, model, age, and vehicle condition to be used for lighting repairs for this contract. Equipment shall be readily identifiable as Contractor's equipment, logo, etc.
6. **The quantities shown on the bid invitation are estimates only**, subject to increase or decrease, contingent upon funding availability. A contract will be awarded **on a per unit cost basis**.

**REQUEST FOR BIDS FOR REPAIR AND MAINTENANCE OF EXPRESSWAY 281 STREET LIGHTS  
(Continued):**

8. In the event the contractor fails to perform routine or emergency lighting repairs in accordance with the contract provisions in a "as built" and timely manner, the City may obtain the services of another contractor and/or cancel this contract with a ten day notice. Examples of poor performance are as follows: consistently late in performance of duties, excessive number of call backs to redo non compliant repairs, inadequate work, failure to produce and the quality of equipment as listed in the contract bid, taking an inordinate amount of time to perform work.
9. Orders will be given to the Contractor, by telephone and/or confirmed in writing, by the City of Edinburg.
10. The following price schedule will be utilized throughout the contract period to pay for required services.
11. The Contractor shall start the required maintenance and/or normal repairs within forty-eight (48) hours after receiving notice by telephone, except that no routine work shall be performed after 5:00 p.m. on Fridays; or unless specifically requested to do so by the City.
12. The Contractor will not be held liable for failure to perform the repairs within the stipulated time when his inability to performed is caused by an "Act of God"; War, Riot, Fire, Flood, Labor Strike; or any other cause beyond the reasonable control of each party, provided telephonic or written notice of such condition is given to the City with reasonable promptness.
13. The work area of maintenance operations performed from the roadway, including shoulders and lane closures shall be signed, marked, and/or flagged by the Contractor in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, current edition, as amended.
14. Contractor shall furnish all labor, tools, equipment, poles, arms, luminaries heads, lamps, transformer bases, anchor, bolts, fuses, fuse holders, starters, photocells, hand hole covers and incidentals necessary to complete the project regardless of their nature except as noted in these specifications and/or plans.
15. The Contractor shall not be permitted to have any open trenches at the end of each working day unless approved by the Director of Public Works. The Contractor shall preserve all existing pavement, shoulders, driveways, and sidewalks. The removal and replacement of the said items shall only be deemed necessary in order to complete the project or as directed by the Director of Public Works. Any damage not deemed necessary for the completion of this project shall be restored to equal or better conditions as a Non-Pay item. The Contractor is responsible to protect all water and sewer lines crossing the project. The Contractor shall repair all damaged lines immediately. All repairs of existing water mains, water services, sewer mains, and sanitary sewer services shall be considered a Non-Pay Item.
16. Subcontracting of this work will not be permitted without prior approval from the Director of Public Works. The Contractor will be responsible for any work a subcontractor performs. The Contractor shall provide availability during the entire span of the contract.
17. The Contractor shall hold harmless the City of Edinburg from any and all damages, injuries, and expenses caused by the sole negligence of the Contractor.

**REQUEST FOR BIDS FOR REPAIR AND MAINTENANCE OF EXPRESSWAY 281 STREET LIGHTS  
(Continued):**

- 18. **Proof of Insurance:** The Contractor shall be required to have insurance coverage in force and to carry limits of coverage, as per the City's Minimum Insurance Requirements for contracts, as well as list the City as an additional insured.
- 19. All materials incorporated in the work, to be accepted for maintenance by the City, shall be new-first quality-material installed in accordance with the manufacturer's instructions, or these specifications, whichever is more applicable. It is the intent of this specification to provide materials and construction of high standard and quality; and to provide materials free from defects in workmanship and product.
- 20. The Contractor shall provide a written guarantee on workmanship and materials for a period of **one (1) year after the date of acceptance by the City**. Any defects observed within the **one (1) year guarantee period shall be repaired and/or replaced to the City's satisfaction**.

Contractors are responsible for visiting the project area prior to preparation of their bids. For questions regarding the preparation of your bid, you may contact Tomas D. Reyna, Interim Director of Public Works at (956) 388-8210

**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.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
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.

**REQUEST FOR BIDS FOR REPAIR AND MAINTENANCE OF EXPRESSWAY 281 STREET LIGHTS  
(Continued):**

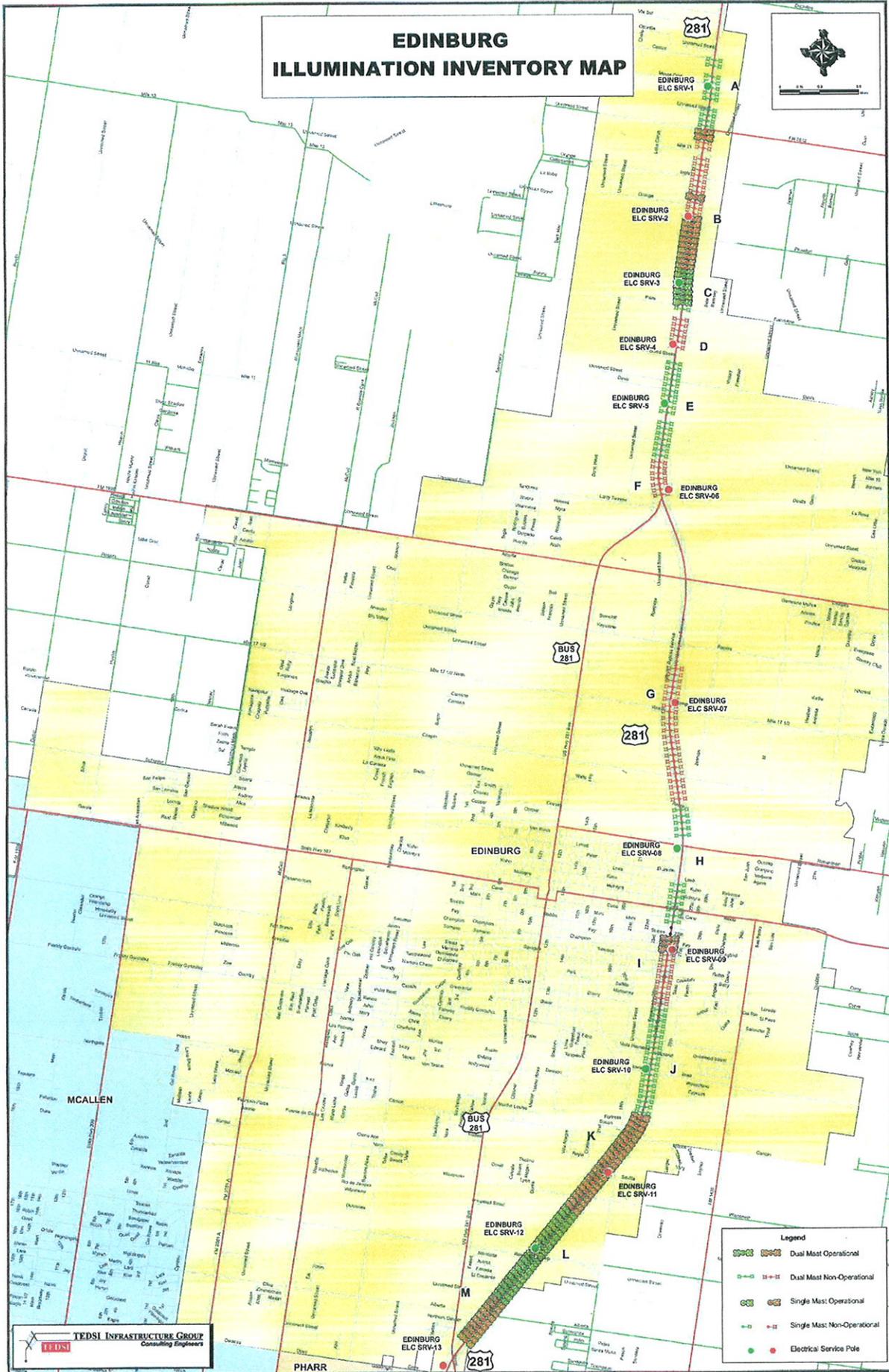
(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish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

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
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

# EXHIBIT "A"



**CITY OF EDINBURG  
 BID FORM FOR  
 REPAIR AND MAINTENANCE OF EXPRESSWAY 281 STREET LIGHTS**

BID NO. 2011-18

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

I/We submit the following bid in **ORIGINAL FORM** for Repair and Maintenance of Expressway 281 Street Lights according to City of Edinburg requirements, less tax:

**NOTE:** In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, H-GAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

<b><u>CHECK ONE</u></b>	
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC
<input type="checkbox"/> TXMAS	<input type="checkbox"/> OTHER _____
<input type="checkbox"/> DEALER/LOCAL	<b>Specify</b>
CONTRACT NUMBER: _____ (if applicable)	COMMODITY NUMBER: _____ (if applicable)

ITEM	DESCRIPTION	UNIT PRICE
1	TRAFFIC CONTROL	\$ _____
2	REMOVE & REPLACE LUMINATE FIXTURES	\$ _____
3	REPLACE WIRES	\$ _____
4	REPLACE FUSES	\$ _____
5	REMOVE & REPLACE PHOTOCELLS	\$ _____
6	REMOVE & REPLACE BALLASTS	\$ _____
7	SERVICE REQUEST/TROUBLESHOOTING HOURLY RATE	\$ _____
8	RESET UP TO 50' FOOT POLE (INCLUDES, BUT NOT LIMITED TO RESETTING/REPLACEMENT OF: FRANGIBLE BASE, POLE, MAST ARM LUMINARIE, WITH THE REUSE OF EXISTING CONCRETE BASE AND ANCHOR BOLTS)	\$ _____

**BID FORM FOR REPAIR AND MAINTENANCE OF EXPRESSWAY 281 STREET LIGHTS**

ITEM	DESCRIPTION	UNIT PRICE
9	RELAMP POLES (LIGHTING STANDARDS UP TO 50 FEET), INCLUDES ALL WORK NECESSARY TO MAKE LIGHT FIXTURE FUNCTION CORRECTLY	\$ _____
10	LIGHT POLE FOOTING: CONCRETE/SCREW-IN FOOTING FOR LAMP STANDARD. INCLUDES REMOVAL OF OLD BASE, AND IF NECESSARY, ANCHOR BOLTS, RE-BAR STEEL AND GROUNDING. BASED ON UP TO 50' FOOT POLE AND "NORMAL" SOIL CONDITIONS. CONTRACTOR WILL PROVIDE SCREW-IN ANCHOR FOOTING IF USED AND ALL MATERIALS REQUIRED FOR EXISTING CONCRETE BASE IF REMOVED, SHALL BE TO A MINIMUM DEPTH OF 12" INCHES BELOW GRADE	\$ _____
11	TRENCHER AND OPERATOR: TO INCLUDE TRENCHING AND CABLE REPLACEMENT PER FOOT, PROPER BACKFILL AND COMPACTION DEPTH OF 12" INCHES BELOW GRADE	
12	<p>INSPECT AND REPLACE ELECTRICAL WIRING, TIME AND MATERIAL (T&amp;M) RATES WILL BE USED FOR WORK OUTSIDE THE SCOPE OF THE SPECIFIED GROUPS AND FOR EXCEPTIONS OR SPECIAL CIRCUMSTANCES WHEN COMPLETING A SPECIFIC GROUP</p> <p style="text-align: right;">COMMON PER FOOT: \$ _____</p> <p style="text-align: right;">ROCK PER FOOT: \$ _____</p> <p style="text-align: right;">FOREMAN: \$ _____</p> <p style="text-align: right;">ELECTRICIAN: \$ _____</p> <p style="text-align: right;">OPERATOR: \$ _____</p> <p style="text-align: right;">GROUND MAN/LABOR: \$ _____</p> <p style="text-align: right;">12 TON 56' JLG CRANE: \$ _____</p> <p style="text-align: right;">3 TON 46' NAT'L CRANE W/BUCKET: \$ _____</p> <p style="text-align: right;">ALTEC AM 660 BUCKET 40': \$ _____</p> <p style="text-align: right;">HI RANGER TDI 65 55': \$ _____</p> <p style="text-align: right;">30 HP 360 CASE TRENCHER/BACKHOE: \$ _____</p> <p style="text-align: right;">6010 CASE DIRECTIONAL DRILL UP TO 4 INCH: \$ _____</p>	<p>\$ _____</p>

## BID FORM FOR REPAIR AND MAINTENANCE OF EXPRESSWAY 281 STREET LIGHTS

ITEM	DESCRIPTION	UNIT PRICE
	6010 CASE DIRECTIONAL DRILL UP TO 8 INCH:	\$ _____
	WATER TRUCK WITH MUD SYSTEM:	\$ _____
	DUMP TRUCK:	\$ _____
	1-TON PICK-UP:	\$ _____
	GENERATOR:	\$ _____
	COMPRESSOR:	\$ _____
	DIGGER DERRICK:	\$ _____
	VACUUM EXCAVATOR:	\$ _____
	<p><b>NOTE: BID WILL BE AWARDED ON A UNIT PRICE. PRICE MUST INCLUDE DELIVERY.</b></p>	

*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: \_\_\_\_\_