



## NOTICE TO BIDDERS

### City of Rosenberg Seabourne Creek Regional Sports Complex Grounds Maintenance Bid No. 2016-16

Sealed bids, in triplicate, on the original forms, will be received by the City Secretary's Office of the City of Rosenberg, at 2110 4th Street, Rosenberg, Texas 77471, until **2:00 p.m., on Wednesday, July 20, 2016**, and all bids will be opened and publicly read in the City Council Chamber at approximately 2:00 p.m., on the same date for the award of contract for:

#### *City of Rosenberg Seabourne Creek Regional Sports Complex Grounds Maintenance*

All bids must be submitted at the time and place in the manner prescribed above. Bids must be delivered in a sealed envelope with return address and clearly marked "BID NO. 2016-16 City of Rosenberg Seabourne Creek Regional Sports Complex Grounds Maintenance". The bidder's firm name shall appear on the outside of the envelope.

Pursuant to Texas Government Code 2252.908, the successful bidder must be able to provide The City of Rosenberg with a printed, executed, and notarized original of a completed Certificate of Interested Parties form (Form 1295) with the signed contract. Failure to do so will result in the City's inability to execute the contract. To complete the disclosure of interested parties form, or for further information, please visit the Texas Ethics Commission's website at <https://www.ethics.state.tx.us>. The City's Identification Number under Item #3 on Form 1295 for Bid No. 2016-16 will be TXE2016-21.

Specifications may be obtained from the Parks & Recreation Department, 3720 Airport Avenue, Rosenberg, Texas 77471, between the hours of 8:00 a.m., and 5:00 p.m., Monday through Friday. A Pre-bid Conference will be held on **Wednesday, July 6, 2016**, at **10:00 A.M.** at the Parks and Recreation Office, 3720 Airport Ave., Rosenberg, Texas 77471.

If the amount of the bid exceeds \$50,000.00, an Official Bidder's Bond signed by both the Surety and Bidder, Cashier' Check, Certified Check, or letter of credit from an FDIC insured bank in an amount equal to five percent (5%) of the total bid must accompany each proposal. Said bid security shall also serve as guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with the delivery time and specifications.

The City reserves the right to reject any and all bids or accept any bid deemed advantageous to it. Bids shall remain valid for ninety (90) days.

To obtain results, copies of the bid sheets, specifications, bidding documents or you have other questions, please contact:

City of Rosenberg  
Darren McCarthy, Parks and Recreation Director  
Telephone: 832-595-3960  
Fax: 832-595-3961  
E-mail: [darrenm@ci.rosenberg.tx.us](mailto:darrenm@ci.rosenberg.tx.us)

Linda Cernosek, City Secretary, TRMC



**SEABOURNE CREEK REGIONAL SPORTS COMPLEX – GROUNDS MAINTENANCE  
TECHNICAL SPECIFICATIONS  
BID NO. 2016-16**

**1.0 QUALIFICATIONS**

- 1.1 Bidders must establish the firm's work experience and abilities through a minimum of three (3) verifiable clients within the Fort Bend County or Greater Houston area. References must be for clients with two (2) years or more successful service.
- 1.2 Verification of ability and experience to perform scope of services will be established by the number of available full-time employees who are experienced in sports field maintenance services and are licensed by the Texas Department of Agriculture as Certified TPCL License Holder. COPIES OF LICENSES WILL BE REQUIRED WITH TABULATION SHEET.
- 1.3 The bidder may be required to show proof of financial stability by providing financial statements.
- 1.4 The bidder must be able to comply with the City's policy for Bidding Projects.

**2.0 SPECIFICATIONS - SPORTS FIELD MAINTENANCE**

- 2.1 Mowing to be complete for four (4) ball fields using an eight (8) blade reel mower at 7/8" two (2) times per week.
- 2.2 Maintain nine (9) pitching mounds to playable condition. Pitching mounds will need to be replaced with clay to prevent divots. Grass encroaching pitching mound circles will need to be removed.
- 2.3 Assist in preventing lip build-up one (1) time per week on each field by using a blower around grass edges.
- 2.4 Monitor and maintain all settings for the irrigation system. The City of Rosenberg will be responsible for any unplanned repairs that have to be done to the irrigation system. Any problems will need to be reported to the City of Rosenberg Parks Director.
- 2.5 Fertilization will be done every six (6) weeks dependent on soil test results. Soil test results will be provided by the Contractor and given to the City of Rosenberg Parks Director.
- 2.6 Pre-emergent herbicide will be done two (2) times per year. Contractor may use dry granular or a spray method of treatment. This will need to be scheduled with the City of Rosenberg Parks Director.
- 2.7 Insect and Fire Ant Control will be done two (2) times per year for the four (4) sports fields. Contractor will schedule with the City of Rosenberg Parks Director.
- 2.8 Apply sixty (60) bags of conditioner to four (4) infields using: Mule Mix 516 conditioner, annually.
- 2.9 Perform aerification 3"- 4" deep with 1/2-3/4" tines, two (2) times per year as specified by

the City of Rosenberg Parks Director.

- 2.10 Blend and force material into aeration holes with mat drag after bi-annual aeration.
- 2.11 Maintain and edge all infields to prevent grass encroaching into the infield.
- 2.12 Post-emergent herbicide will be applied as needed to keep all fields and bullpen areas weed free.
- 2.13 Top dress infields two times per year and outfield as needed.
- 2.14 Verticut fields twice annually.
- 2.15 Pressure wash pitching mound and infield grass edges quarterly.
- 2.16 Repair any holes in the fields and by dugouts.
- 2.17 Add *Red Dog* infield dirt as needed.

### **3.0 METHOD OF OPERATIONS**

- 3.1 The Contractor shall provide a Maintenance Schedule along with an Inspection Report to the City of Rosenberg Parks Director for Complete Sports Field Maintenance. Maintenance will need to be conducted within a Monday – Friday work week, during 7:30 a.m. – 4:30 p.m. for completion.
- 3.2 All operations described in these specifications shall be conducted by the Contractor's personnel and the expense of all such operations shall solely be the Contractor's responsibility.
- 3.3 The Contractor shall provide their own equipment, labor, fuel, chemicals and any other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of their own equipment and the availability, presence and supervision of their employees.
- 3.4 The Contractor is required to have a competent and experienced supervisor/foreman on duty that can speak and understand English, when work is being performed under this Contract.
- 3.5 There shall be no subcontractors used by the Contractor to fulfill any items or conditions of the Contract without the prior written consent of the City of Rosenberg.
- 3.6 The Contractor shall maintain a "spill-kit" with each work crew, minimum 5-gallon capacity, in order to contain or mitigate any small fuel or oil spills that may occur while performing the work. The Contractor shall be responsible to promptly pick up and legally dispose of any contaminated absorbent materials. Contractor shall be solely responsible for any notification requirements in accordance with federal, state, and local laws.

### **4.0 WEATHER**

- 4.1 For the purpose of this Contract, the National Weather Service at Houston, Texas, shall be the weather forecasting and reporting agency. Any forecast by the National Weather Service shall be deemed to extend only twelve (12) hours into the future.

- 4.2 No pesticide applications shall be conducted when there are climatic conditions present or forecast that would make such an operation ineffective or dangerous. These climatic conditions include, but are not limited to, rain, snow, ice, sleet, and winds.
- 4.3 The Contractor may suspend operations if weather conditions are conflicting with the Maintenance Schedule of the fields. If such suspension occurs, the Contractor shall immediately notify the City of Rosenberg Parks Director.

## **5.0 EQUIPMENT**

- 5.1 The equipment used for maintaining the Sports Fields shall be of sufficient type, capacity and quantity to safely and efficiently perform the work as specified.
- 5.2 All equipment (including support equipment) to be used by the Contractor shall be listed as part of the “Work Plan” section of the Contractor’s Information Report. All such equipment is subject to the inspection and final approval of the City. Such approval may require on-site demonstration of the capability of any proposed equipment.
- 5.3 All vehicles used by the Contractor must be performance worthy by visual and operational inspection.

## **6.0 QUALITY COMPLIANCE**

- 6.1 The City shall have the right to perform a complete inspection of all equipment used at any time throughout the term of the Contract. Should any of the equipment, when inspected, and in the determination of the City, not meet standards that the City feels are necessary to complete the Contract or to operate safely; the City may require such equipment to be brought to standards that would meet the technical specifications of the Contract before being placed back in service.
- 6.2 The City shall have the right to perform routine inspections of the Sports Fields to assure maximum efficiency regarding the Sports Field Maintenance Contract.
- 6.3 Bidder guarantees service offered will meet or exceed specification identified in this bid invitation.

## **7.0 STORMWATER POLLUTION MANAGEMENT**

- 7.1 The Contractor shall maintain a “spill-kit” with each work crew, minimum 5-gallon capacity, in order to contain or mitigate any small fuel or oil spills that may occur while performing the work. The Contractor shall be responsible to promptly pick up and legally dispose of any contaminated absorbent materials. Contractor shall be solely responsible for any notification requirements in accordance with federal, state, and local laws.
- 7.2 Contractor shall blow all grass clippings back onto the grass or remove grass clipping from the site. At no time shall the Contractor blow any clippings or debris into any storm sewers.

## Quote Worksheet

Sealed bids, in triplicate, on the original forms, will be received by the City Secretary's Office of the City of Rosenberg, at 2110 4th Street, Rosenberg, Texas 77471, until **2:00 p.m., on Wednesday, July 20, 2016**, and all bids will be opened and publicly read in the City Council Chamber at approximately 2:00 p.m., on the same date for the award of Contract for Seabourne Creek Regional Sports Complex Grounds Maintenance.

The Contractor may submit in person or by mail for consideration. The reference sheet must accompany the quote worksheet. No quotes will be considered without the completed reference document.

The City reserves the right to request additional information or to meet with representatives from proposing organizations or individuals to discuss points in the proposal before and after submission, any and all of which may be used in forming a recommendation.

DESCRIPTION	APPROX QTY	UNIT	UNIT PRICE	EXTENSION
1. Complete Seabourne Creek Regional Sports Complex Grounds Maintenance  One (1) year term with the option to renew at the same price for an additional one (1) year extension.	1	Each	\$ _____	\$ _____
			Total Bid Amount	\$ _____

ACCEPTANCE OF WRITTEN QUOTES:

It is understood by the undersigned that the right is reserved by the City to reject any or all written quotes for this service.

DATE: \_\_\_\_\_

BIDDER: \_\_\_\_\_

ATTEST/SEAL (if a corporation):  
WITNESS (if not a corporation):

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

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

Company's Name

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Area Code and Phone

**BIDDER CERTIFICATION**

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid proposal submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this bid invitation. Bidders agree that the bids submitted shall remain firm for ninety (90) days following the date specified for the opening of bids.

**Bidder Must Fill in and Sign:**

NAME OF FIRM/COMPANY: \_\_\_\_\_

AGENT’S NAME: \_\_\_\_\_

AGENT’S TITLE: \_\_\_\_\_

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

CITY, STATE, ZIP: \_\_\_\_\_

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

DATE OF BID: \_\_\_\_\_

**BIDDER INFORMATION**

FULL LEGAL FIRM/COMPANY NAME: \_\_\_\_\_

BUSINESS STREET ADDRESS: \_\_\_\_\_

BUSINESS MAILING ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE NUMBER: \_\_\_\_\_

BUSINESS FAX NUMBER: \_\_\_\_\_

COUNTY: \_\_\_\_\_ MINORITY OWNED: \_\_\_\_\_ #OF EMPLOYEES \_\_\_\_\_

\*\*\*\*\*

CORPORATION: \_\_\_ PARTNERSHIP: \_\_\_ PROPRIETORSHIP: \_\_\_ L.L.C. \_\_\_ L.L.P. \_\_\_

YEAR EST. \_\_\_ NO. OF YEARS IN BUSINESS \_\_\_ FEDERAL ID NO. \_\_\_\_\_

NATURE OF BUSINESS: \_\_\_\_\_

**PRINCIPALS:**

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

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

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

\*\*\*\*\*

BANK REFERENCE: \_\_\_\_\_

NAME OF BANK OFFICER: \_\_\_\_\_

ADDRESS / CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

**BIDDER CUSTOMER / CLIENT REFERENCES**

1. COMPANY NAME: \_\_\_\_\_

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

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

LENGTH OF CONTRACT: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

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

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

LENGTH OF CONTRACT: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

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

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

LENGTH OF CONTRACT: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

**EXHIBIT A**

**POLICY FOR BIDDING PROJECTS**

**Price Quotations and Purchase Awards**

- 1) Procedures of Negotiated Purchases Not Subject to Competitive Bidding. Purchase requisitions for \$5,001 to \$50,000. Purchases in excess of \$5,000 will require written competitive price quotations from at least three (3) vendors. Failure of the vendor to provide price quotations in writing may be grounds for exclusion of that vendor from the purchasing request.
  - a) Purchases between \$5,000 and \$50,000 will require a certificate of insurance on award of contract for General Liability coverage naming the City of Rosenberg (City) as an additional insured.
  - b) No bidders' bond or cashiers' check will be required as bid security.
- 2) Purchase Subject to Competitive Bidding. Purchases in excess of \$50,000 shall be competitively bid and awarded by the City Council, except as otherwise provided in the Purchasing Policy. Such purchases shall be solicited by formal competitive bids or proposals. Purchases exceeding \$50,000 during any fiscal year period shall be deemed as meeting the competitive bidding requirements of the Purchasing Policy.
  - a) For one time jobs in excess of \$50,000, the City will require \$500,000 General Liability coverage, as well as Employers' Liability coverage, with the City being named as an additional insured.
  - b) For more significant work, (i.e. infrastructure construction, etc.), the City will require \$1,000,000 in General Liability coverage minimum combined single-limit General Liability coverage per occurrence and \$2,000,000 General Aggregate for bodily injury and property damage coverage, as well as Employers' Liability coverage. If the work will exceed \$1,000,000 these limits may be increased upon recommendation of the City Manger. The City will be named as an additional insured.
  - c) Workers' Compensation coverage will be required as set forth by State Law.
  - d) Vehicle Liability Insurance coverage will be required as the same limits as General Liability coverage for any Contractor who uses his own vehicles in the course of the work (not just driving to and from, but actually performing the work).
  - e) For work in an amount greater than \$50,000 (rather than the \$25,000 current requirement in our Purchasing Manual), an Official Bidders' Bond signed by the Surety and Bidder, Cashiers' Check, Certified Check, or a letter of credit from an FDIC insured bank in an amount equal to five (5) percent of the total cost of the project will be required with each submitted proposal. Said bid security shall also serve as guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with time and specifications of the Request for Proposal.

**Procurement of Professional Services**

Procurement of Professional Services shall remain the same with the following exception\*:

- a) Although contracts for professional services may not be awarded on the basis of competitive bids, the City Council must authorize any professional service contract which will exceed \$50,000, on the basis of the above criteria.
- b) Professional services rendered to the City which do not exceed \$50,000 in any fiscal year must be approved for payment by the Department Head of the user department, the Finance Director, and the City Manager, as provided herein.

\* The only change is to increase the bidding limit from \$25,000 to \$50,000.