



INVITATION TO BID
Monroe Park Backstops and Dugouts Project



Prepared by Edd Bridge

Recreation

October 23, 2020

INVITATION TO BID
Ogden City Corporation
Monroe Park Amenities Project

Ogden City Corporation is accepting sealed bids from Contractors interested in constructing new backstops/dugouts with a concrete mow strip for 3 baseball/softball fields. All work must meet current industry standards and all federal, state and local rules and regulations.

Bid information packets may be downloaded from the Ogden City Website located <https://www.ogdencity.com/264/Purchasing>. Bidders are responsible for securing any and all addenda issued.

A mandatory pre-bid meeting will be held on November 4, 2020 at 2PM. We will meet at Monroe Park (820-878 30th Street, Ogden UT 84403) specifically at the northeast corner located at 29th and Quincy. Please allow at least two (2) hours for the pre-bid meeting. All contractors intending to submit a bid are REQUIRED to attend to obtain relevant information concerning the project.

Sealed bids shall be submitted to the office of the City Purchasing Agent, 2549 Washington Boulevard, Suite 510 (5th Floor) Ogden, Utah, **no later than 3 PM, November 12, 2020**. On the same date, the bids will be opened and read aloud via an online format. Details will be provided in the City's webpage. **LATE BIDS WILL NOT BE ACCEPTED.**

The City reserves the right to accept or reject any proposals that best serve its convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids from women and minority owned businesses.

Published: October 24 & 31, 2020

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Monroe Park Amenities

I. SCOPE OF WORK

Contractor will be responsible for constructing new backstops/dugouts with a concrete mow strip for 3 baseball/softball fields. *See construction drawings for specifications.

Contractor will be responsible for:

- Review of construction documents prior to submitting a bid.
- Competitively bidding required work and negotiating and contracting with subcontractors to accomplish the work.
- Completing the Project on time and within budget per the plans and specifications.

Proposed Start Date: TBD

Proposed Finish Date: December 12, 2020

THE ATTACHED DOCUMENTS ARE COPYRIGHT PROTECTED AND ARE THE PROPERTY OF OGDEN CITY AND WASATCH CIVIL ENGINEERS AND MAY NOT BE REPRODUCED FOR ANY OTHER PROJECT UNLESS WRITTEN AUTHORIZATION IS OBTAINED.

PROJECT MANAGER:

Contact: Edd Bridge

Ogden City Recreation

Desk: 801-629-8259

II. BID CONTENT

The City will accept bids from contractors that are capable of providing all of the work described in the drawings and specifications. Applicants shall include qualifications for work set forth in the Scope of Work for which it proposes to provide services. Each bid must include, at a minimum, the following information:

- A. Name, address and telephone number of companies submitting the proposal along with the name of the contact person responsible throughout the contract duration;
- B. A chronological list of similar projects “in progress” and “completed” by company in the last five years;
- C. References (at least 3);
- D. Evidence of Insurability;
- E. Completed Construction Bid Form (See attached).

III. BID REVIEW AND ASSESSMENT

Bids will be reviewed based on the requirements indicated in Section II. Ogden City Corporation shall have the right to verify the accuracy of all information submitted and to make such investigation, as it deems necessary to determine the ability of a prospective Contractors to perform the obligations in the response. Ogden City reserves the right to reject any response where the available evidence or information does not satisfy Ogden City that the prospective Contractor is qualified to carry out properly the obligations of the response, is a person or firm of good reputation or character for strict, complete, and faithful performance of business obligations, or if the prospective Contractor refuses to cooperate with and assist Ogden City in the making of such investigation.

IV. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor’s bid. The amount of insurance shall not be less than:

Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury and property damage. Policy to include coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractors' liability (if applicable) written on an occurrence form.

Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage for owned, non-owned and hired autos.

Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the labor code of the State of Utah and employers' liability with limits of \$1,000,000 per accident.

Each Insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City."

"It is agreed that any insurance or self-insurance maintained by Ogden City, its elected and appointed officials, employees, agents and volunteers shall be in excess of Contractor's insurance and shall not contribute with insurance provided by this policy."

Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall contain the following clause:

"Ogden City, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of, or on behalf of, the named insured as performed under Agreement with the City."

Insurance is to be placed with insurers acceptable to and approved by the City. Contractor's insurer must be authorized to do business in Utah at the time the contract is executed and throughout the time period the contract is maintained, unless otherwise agreed in writing by

the City. Failure to maintain or renew coverage or to provide evidence of renewal will be treated by City as a material breach of contract.

The City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work commences. Contractor shall furnish a performance bond to the City in an amount not less than the contract price. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, employees, agents and volunteers; or contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Contractor shall include all subcontractors and insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Agreement.

Contractor's Obligation to Verify Employment Status: Contractor shall register and participate in the Status Verification System and comply with Utah Code Ann. Section 63G-11-103 of the Utah Identity Document and Verification Act.

V. BONDING REQUIREMENTS

Submission of a Bid constitutes a promise that the Bidder will enter the Contract Documents in the form presented in the Contract Documents. Bidders should carefully examine all Contract Documents, including the required Bonds and insurance to be provided by the Bidder.

A. BID SECURITY

- a. Amount of Bid Security: A Bid Security must accompany each Bid. The total amount of the Bid on which Bid security is to be based shall be the sum of all items of the Bid constituting the maximum amount of the possible award to the Bidder. The Bond amount must equal at least five (5) percent of the total amount of the Bid.
- b. Bid Bond: The Bond shall accompany and be attached to the Bid and shall be issued by a surety company authorized to do business in the State of Utah. The Bond shall guarantee that the Bidder, if awarded the work will promptly enter into the Construction Contract to perform the work in the manner required by the Contract Documents.
- c. Cashier's Check: The Bid Security may be in the form of a certified check, cashier's check, or Bid Bond. No other form of Bid Security will be accepted. If a cashier's check is used in lieu of a Bid Bond, the cashier's check must be drawn on a bank doing business in the State of Utah and made payable to Ogden City Corporation. Note that personal or company checks are not acceptable as bid security. If a cashier's check is used in lieu of a Bid Bond or if the Bid Bond does not specifically so provide, a certificate from an approved surety company guaranteeing execution of performance and payment bonds in the full amount of the bid must accompany the bid.
- d. Return of Bid Security: Owner will return Bid security to Contractor within seven (7) days after receipt of the Construction Contract by Ogden City Purchasing Division. Bid Bonds and cashier's checks of the lowest three Bidders will be held until the Construction Contract is awarded and a signed copy received by Ogden City Purchasing Division or all bids have been rejected. All other bid securities shall be returned following the bid opening. The liability of Owner in regards to the checks shall be limited only to the return of the checks.
- e. Default: In the event of failure or refusal of the Bidder to enter into the Construction Contract and the delivery to the Owner a Performance Bond, Payment Bond and any other Bonds or documents required by the Contract

Documents after Notice of Intent to Award by the Owner, the Bidder forfeits the sum of the Bid Bond or cashier's check as liquidated damages to the Owner.

B. CONTRACT SECURITY

- a. The Performance Bond is a guarantee of faithful performance of the requirements of the Contract Documents, including all applicable warranties. The Payment Bond is a guarantee of payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the work provided in the Construction Documents.
- b. The sum of the Performance Bond and the Payment Bond shall be increased or decreased during the course of the work in the event that Contract Modifications, Change Orders or Addenda increase or decrease the total contract price. The sum of each bond shall be in an amount equal to the completed contract price at the completion of the work.
- c. Owner does not provide any release of Performance Bonds or Payment Bonds. The bonds are in effect throughout all periods during which a suit may be brought under the provisions of applicable law.
- d. Performance Bond and Payment Bond: The Owner's requirements as to Performance and Payment Bonds are set forth in the attached Performance Bond (Document A) and the Payment Bond (Document B).
- e. The form of the Bonds should be carefully examined by the Bidder.
- f. When the successful Bidder delivers the executed Construction Contract to Owner, it must be accompanied by the required Performance and Payment Bonds. Do not complete the Performance Bond, Payment Bond or Agreement at the time of Bid submittal.

VI. ADDITIONAL INFORMATION – GENERAL TERMS AND CONDITIONS

Qualified respondents shall be Licensed Contractors in the State of Utah, for this type of work, and who meet Ogden City's insurance and bonding requirements, and have experience with all work defined in the scope of work.

For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of each person who will be providing services in response to this Invitation to Bid. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows "Criminal History Verified" and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this bid.

All work must meet current industry standards including all Federal, State and local rules and regulations.

The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.

Ogden City will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the offeror. Ogden City assumes no liability for any costs incurred by offerors throughout the entire selection process.

Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.

Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.

Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposal price.

VIII. PREBID MEETING

A mandatory pre-bid meeting will be held **November 4, 2020 at 2PM**. We will meet at the East north corner of Monroe Park located at 850th street, Ogden UT 84403. Please allow at least two (2) hours for the pre-bid meeting. All contractors intending to submit a bid are **REQUIRED** to attend to obtain relevant information concerning the project.

IX. SUBMITTAL

Firms shall submit two (2) copies of all documents required in a sealed envelope to the office of the City Purchasing Agent, 2549 Washington Blvd, Suite 510, Ogden UT 84401 **no later than 3PM on November 12, 2020**. On the envelope, indicate your firm's name and the project title "Monroe Park Backstop & Dugouts." **LATE BIDS WILL NOT BE ACCEPTED.**

No facsimile or email transmittals will be accepted.

All submittals must be delivered by the mail or other delivery service or hand-carried to the 1st Floor Information Desk at the same address.

It is the sole responsibility of those responding to this Invitation to Bid to ensure that their submittal is made to the correct location and in compliance with the stated date and time. City offices are closed on holidays.

Ogden City reserves the right to reject any and all bids.

Ogden City reserves the right to reject any irregular submission and reserves the right to waive any irregularity in submissions.

Ogden City reserves the right to accept or reject any submittal as it best serves convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids from women and minority owned businesses.

CONSTRUCTION BID FORM

NAME OF BIDDER _____ **DATE** _____

The **Project** is defined in the Construction Documents Set & Specification titled **the Ogden City Monroe Park Amenities**.

The undersigned, in compliance with the Notice to Bidders for the Monroe Park Amenities and having examined the Construction Document Set and specification and related documents do hereby propose:

For all the work shown on drawings and specification, I/we agree to perform for the total sum of. To include 100% Performance Bond, and Material & Payment Bond and other required Insurances.

_____ Dollars(\$ _____)

→ NOTE: EXCLUDE THE 4 FT CONCRETE STRIP BEHIND THE BACKSTOP AND DUGOUT

ADDENDA: Bidder hereby acknowledges receipt of the following Addenda:

- 1. (Date) _____
- 2. (Date) _____
- 3. (Date) _____

Include with this document:

5% Bid Bond

This bid shall remain in effect for 45 days after bid-opening.

Respectfully submitted,

Seal (If a corporation)

(Name of Bidder, Point of Contact)

(Company Name)

(Address & Phone Number)

(Authorized Signature)