



**OGDEN CITY CORPORATION
INVITATION TO BID
Airport Restaurant Remodel**



Prepared by Lynn Hinrichs
Ogden City Municipal Airport
June 30, 2021

OGDEN CITY CORPORATION
INVITATION TO BID
Airport Restaurant Remodel

Ogden City is accepting sealed bids from Contractors interested in providing construction services for the renovation and remodel of the previous restaurant area at the Ogden Airport (OGD).

Contractors must be able to demonstrate their ability to complete the work as required. The successful contractor will be expected to provide all tools, materials, transportation, labor, and equipment necessary to complete the work per the drawings and specifications. All work must meet current industry standards and all federal, state and local rules and regulations.

Bid packets are available and may be obtained by downloading from the Ogden City website at <https://www.ogdencity.com/264/Purchasing>. Bidders are responsible for securing any and all addenda issued.

A **mandatory** pre-bid meeting and site visit will occur on **July 14, 2021, at 8:30 AM MDT** at the Ogden Airport Administration Office, 3909 Airport Road, Ogden, UT 84405.

Attendance at the meeting is required to obtain relevant information concerning the bid.

Two copies of the sealed bid shall be submitted to: Ogden City Purchasing, c/o the Info Desk at the 1st floor of the Municipal Building located at 2549 Washington Blvd. Ogden, Utah 84401, **no later than 2 PM, July 29, 2021**, at which time bids will be opened and read aloud at the 7th floor conference room of the Municipal Building. **LATE BIDS WILL NOT BE ACCEPTED.**

Ogden City reserves the right to accept or reject any bid that best serves its convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids from local, women and minority owned businesses and other disadvantaged business enterprises.

Published: July 3 & 10, 2021

OGDEN CITY CORPORATION
INVITATION TO BID
Airport Restaurant Remodel

I. INTRODUCTION

Ogden City seeks to invite qualified contractors to bid on a project at the Ogden Airport (OGD). This project will involve the demolition of large portions of the old restaurant and the renovations required to bring the Airport Terminal Building Restaurant area up to current building / restaurant code. The new construction will be to complete the Airport Terminal Building Restaurant, per the plans and specifications.

II. SCOPE OF WORK

Contractor will be responsible for construction of Ogden Municipal Airport Commercial Kitchen and Dining Remodel.

Contractors must be able to demonstrate their ability to complete the work as required (SEE EXHIBIT D - SPEC DOCUMENT AND DRAWINGS FOR DETAILS). The successful contractor will be expected to provide all tools, materials, transportation, labor, and equipment necessary to complete the work per the drawings and specifications. All work must meet current industry standards and all federal, state and local rules and regulations.

Contractor will be responsible for:

- Review of construction documents prior to submitting a bid.
- Competitively bidding required work.
- 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: August 9, 2021

Proposed End Date: October 28, 2021

Contact: Lynn Hinrichs
Airport Project Manager
Ogden City Airport
Desk: 801-629-8224
Email: lynn@ogdencity.com

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

III. PREBID MEETING

A mandatory pre-bid meeting will be held on June 14, 2021, at 8:30 AM. We will meet at the Administration Office at the Airport located at 3909 South Airport Road, Ogden UT 84405. Please allow at least one (1) hour for this meeting. All contractors intending to submit a bid are **REQUIRED** to attend to obtain relevant information concerning the project.

IV. SUBMISSION OF BIDS

Bids must be sealed and submitted in a timely manner.
No later than 2 PM MDT, July 29, 2021, bidders shall provide (2) copies of all the required information in one sealed envelope labeled on the outside as **“Airport Restaurant Remodel.”** Send bids to:

Ogden City Corporation
Attn: Purchasing Office
c/o 1st Floor, Information Desk
2549 Washington Blvd.
Ogden, UT 84401

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 Request for Proposal 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.

The 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 local, women and minority owned businesses and other disadvantaged business enterprises.

V. INSURANCE REQUIREMENTS

The successful 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 \$3,000,000 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 and Employer's Liability: Worker's Compensation limits as required by the Labor

Code of the State of Utah and employer's 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.

VI. 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 the Owner, in regard 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.

VII. LIQUIDATED DAMAGES

Late Completion: Time is the essence of the Contract Documents. Contractor agrees that Owner will suffer damage or financial loss if the work is not completed on time or within any time extensions previously agreed upon. Contractor and Owner agree that proof of the exact amount of any such damage or loss is difficult to determine.

Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, Contractor agrees to pay the following sums to the Owner as liquidated damages and not as a penalty - One Hundred Fifty Dollars and No cents (\$150.00) for each calendar day or part thereof that expires after the Contract Time until the Work is accepted as substantially completed.

VIII. GENERAL TERMS AND CONDITIONS

- A. 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.
- B. 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.
- C. All work must meet current industry standards including all Federal, State and local rules and regulations.
- D. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- E. 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.
- F. 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.

- G. 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.
- H. 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.
- I. 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 of cost estimate of any proposal price.

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

Ogden City encourages and welcomes bids from local, women and minority owned businesses and other disadvantaged business enterprises.

VIII. CONTACT INFORMATION

If you require additional information, please see below:

For technical discussion of this ITB, please contact the Project Manager at (801) 629-8224.

For submittal questions, please contact the Purchasing office via email at

purchasing@ogdencity.com or at (801) 629-8742.

The question-and-answer period ends on July 26, 2021 @ 3PM.

IX. ATTACHMENTS & FORMS

Exhibit A – Contractor Information Sheet

Exhibit B – Bid Form

Exhibit C – Addenda Acknowledgement

Exhibit D – Drawings & Project Manual

**EXHIBIT A
OGDEN CITY CORPORATION
CONTRACTOR INFORMATION SHEET**

A. Business name: _____ Year Est. _____

Owner or Parent Company: _____

Business address: _____

Business Tel.: _____ FAX: _____ Mobile Tel.: _____

Federal I.D. # _____

If you do not have a federal I.D. #, please list your Social Security Number:

➔ Attach a completed IRS W9 Form.

State Contractor License # _____ ;

➔ Attach a copy of your current contractor's license.

B. List at least three (3) recent clients who can attest to the quality of your work:

<u>Name</u>	<u>Address</u>	<u>Phone Number</u>

C. Number of full-time employees: _____ Number of part-time employees _____

F. Who in your organization is authorized to sign legal documents, pick up checks and sign bids:

Name: _____ Title: _____

G. Limits of your insurance coverage:

General Liability: _____

Automobile: _____

Workman's Compensation: _____

➔ Attach a copy of your current certificate of insurance.

I certify the above information is true and complete. I authorize Ogden City to verify any information provided in this application.

Name & Title:

Authorized Signature:

Date:

**EXHIBIT B
BID FORM**

NAME OF BIDDER _____ **DATE** _____

The **Project** is defined in the Construction Documents Set & Specification titled Airport Restaurant Remodel.

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.

The undersigned, in compliance with the Invitation to Bid, and having examined the information and specification provided, do hereby propose:

_____ Dollars

\$ _____

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

Address

Authorized Signature

**EXHIBIT C
ADDENDA ACKNOWLEDGEMENT**

TO THE MAYOR OF OGDEN CITY, UTAH

Dear Sir:

The undersigned is familiar with the local conditions affecting the cost of the work at the place where the work is to be done, has carefully examined the specifications and other contract documents, and has examined the locations of the proposed work.

The undersigned hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all required labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in connection with the plans and specifications and other contract documents, at the following bid prices for the several bid items of work named.

Receipt of the following addenda is hereby acknowledged:

1.(Date) _____

2.(Date) _____

Name of Bidder

Authorized Signature

EXHIBIT D
Drawings & Project Manual