



REQUEST FOR BID

Environmental Subsurface Site Remediation – 856 25th Street



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Community Development

April 5, 2023

OGDEN CITY REDEVELOPMENT AGENCY

REQUEST FOR BID

Environmental Subsurface Site Remediation – 856 25th Street

Ogden City is requesting sealed bids from a qualified individual(s) or firm(s) to provide environmental subsurface site cleanup services necessary located at **856 25th Street** in Ogden, UT.

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.

An in-person **non-mandatory** pre-bid meeting will occur on **April 19, 2023, 3 PM** at 2549 Washington Blvd. Ogden, 7th floor Conference Rm. Attendance at the meeting is **encouraged** to obtain relevant information concerning the bid.

Two copies of the **sealed bid** shall be submitted to: Purchasing Office, c/o 1st Floor Information Desk, 2549 Washington Blvd. Ogden, Utah 84401 by **April 26, 2023, no later than 2 PM**, at which time bids will be opened and read aloud at the 7th Floor Conference Room of the same address. **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 small, local, women and minority owned businesses and other disadvantaged business enterprises.

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Ogden City Redevelopment Agency

Request for Bid

Environmental Subsurface Site Remediation – 856 25th Street

I. INTRODUCTION

The purpose of this Request for Bids (RFB) is to solicit competitive sealed bids from qualified and experienced individual(s) or firm(s) to provide environmental subsurface site cleanup services necessary located at **856 25th Street** in Ogden, UT.

Goals/Objectives

The overall objective of this project is to follow recommendations from environmental consultant and State DAQ to remediate contaminated areas and prepare site for future development.

II. SCOPE OF WORK - Refer to Exhibit A

III. OUTLINE OF EXPECTATIONS AND QUALIFICATIONS*

- A. Significant experience in subsurface environmental cleanup. The successful bidder shall clearly possess an understanding of the scope of service required.
- B. Must possess the applicable required licenses, insurance, bonding, etc.
 - i. License – State certified for subsurface environmental remediation.
 - ii. Insurance – See section IV.
 - iii. Bonding – See bonding requirements.
- C. Good experience in project completion or invoicing documentation.
- D. If applicable, contractor will assure that all permitting, demolition, and debris removal will comply with applicable City, State and Federal

regulations and procedures covering environmental subsurface remediation.

- E. Operating Hours: Work shall be performed between 7:00am and 5:00pm
No work shall be performed on Sundays unless authorized in advance by the City Project Manager.

**Being selected and entering into an agreement does not guarantee contractor will be extended any specific amount of work.*

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 this agreement. **The Contractor shall pay the cost of such insurance.**

- a. The amount of insurance shall not be less than:
- i) Commercial General Liability: Minimum of \$4,000,000 in general aggregate with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.
 - ii) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
 - iii) 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.
- b. Each insurance policy required by this Agreement shall contain the following clauses:

- i) “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 Ogden City Corporation”.
 - ii) “It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents and volunteers shall be excess of Contractor’s insurance and shall not contribute with insurance provided by this policy.”
- c. Each insurance policy required by this Agreement, excepting policies for Workers’ Compensation, shall contain the following clause in a separate endorsement:
- i) “Ogden City Corporation, 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 Ogden City Corporation.”
- d. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor’s insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Ogden City Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.
- e. 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 begins on the premises.**
- f. City reserves the right to require complete, certified copies of all required insurance policies at any time.

- g. 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 respect to the City, their 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.
- h. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein.
- i. 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 the activities of Contractor or its agents, employees, invitees or contractors upon the Premises during the License Period.
- j. Under the "**Certificate Holder**" section, list the following information:
 - Ogden City RDA
 - 2549 Washington Blvd.
 - Ogden, UT 84401

V. GENERAL TERMS AND CONDITIONS

- A. Fees - Contractor is responsible for all application permits, fees, inspections, certifications, and approvals necessary to perform the required work.
- B. Background Check - 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 RFP. 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 RFP.

- C. Safety - Public Safety must be considered at all times. The Contractor must take precautions at all times to utilize and store materials and equipment needed to conduct the work in a way that will prevent injury to citizens. Contractor must ensure that proper signs, caution tape or physical barriers or other devices are utilized as needed to signal a hazard or restrict public access. In addition, the Contractor must ensure the safety of their workers by adhering to industry best practices, OSHA safety, traffic safety guidelines as applicable for the work being performed. The City Project Manager reserves the right to temporarily stop work if they see an unsafe practice and to suspend work until the issue is addressed.
- D. Cost of Developing Bids - All costs related to the preparation of proposals/bids 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.
- E. Ogden City reserves the right to request clarification of information submitted, and to request additional information from any bidder.
- F. Ogden City will make every effort to ensure all bidders 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.
- G. 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.

- H. 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.
- I. Ogden City reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Ogden City may award this contract without discussion from prospective service providers. The winning bidder shall enter into a written agreement with Ogden City. Ogden City reserves the right to cancel this Request for Bids. Ogden City reserves the right to reject any or all bids received. Furthermore, Ogden City shall have the right to waive any informality or technicality in bids received, when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter contracts with more than one vendor.

VI. ADDITIONAL INFORMATION

Price Guarantee: As applicable, all pricing must be guaranteed for one (1) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period and must be made at least 30 days prior to the effective date.

Requests for price adjustment must include sufficient documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price.

Any adjustment or amendment to the contract will not be effective unless approved by Ogden City.

Price Reductions: It is understood and agreed that the City will be given the immediate benefit of any decrease in the market, or allowable discount.

Contractor will only be allowed to invoice for the cost of services / goods in compliance with the submitted proposal as accepted by Ogden City Corporation.

- A. Invoices must contain a complete description of the work / service / goods that was performed / provided, the contract price for each service, the City purchase order or contract number, and address of service location or delivery address.
- B. Upon the Award of Contract, Contractor may receive a request to process payments electronically.
- C. If offered by Contractor, Ogden City seeks a discount for early payment. The City shall only take such a discount if earned.
- D. Invoices shall be sent to the following address:

Ogden City Corporation
Community Development
2549 Washington Blvd Suite 120
Ogden, Utah 84401

Or;

Email invoices to: jeremysmith@ogdencity.com

VII. GOVERNING INSTRUCTIONS

This RFB will constitute the governing document for submitting bids and will take precedent over any oral representations.

VIII. CONTACT INFORMATION

For any questions related to this RFB, please contact the Ogden City Purchasing office via email purchasing@ogdencity.com or at (801) 629-8742.

The question-and-answer period ends at 3 PM on April 20, 2023

Thank you for your interest in doing business with Ogden City.

IX. PRE-BID MEETING

An in-person **non-mandatory** pre-bid meeting will occur on **April 19, 2023, 3 PM** at 2549 Washington Blvd. Ogden, 7th floor Conference Rm. Attendance at the meeting is **encouraged** to obtain relevant information concerning the bid.

X. BID SUBMITTALS

At a minimum, the following must be submitted and included in sealed bid submittals:

1. Exhibit B - Completed Contractor Information Sheet with required attachments.
 - a. Documents showing appropriate certification or Proof of all other appropriate professional licensing as required by the State of Utah
 - b. Evidence of Insurability
2. Exhibit C - Completed Bid Form
3. Exhibit D – Completed Addenda Acknowledgement, if applicable

Bidders shall provide two (2) copies of the documents required in this RFB in one sealed envelope. Bids must be sealed and submitted in a timely manner.

On the outside of the envelope, indicate **firm's name** and the **RFB Name**.

Bids must be submitted no later than 2 PM, April 26, 2023.

Submit Bid To:

Ogden City c/o 1st Floor Information Desk

ATTN: Purchasing Office

“Environmental Subsurface Site Remediation – 856 25th Street”

2549 Washington Blvd.

Ogden, UT 84401

LATE BIDS WILL NOT BE ACCEPTED.

If the sealed bid is submitted by mail or other delivery service, it must be addressed to the Purchasing Office, 2549 Washington Blvd, Ogden UT 84401. It must be received prior to the submission deadline.

The sealed bid may also be hand-carried to the 1st Floor Information Desk (west entrance of the building) at the same address.

No facsimile or email transmittals will be accepted.

It is the sole responsibility of those responding to this RFB 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.

Once submitted, all bids, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror. These are considered public records unless protected within [Utah Code 63G-2-1](#).

EXHIBIT A SCOPE OF WORK

Complete the following items as described in detail in the attached Corrective Action Plan (CAP), and Sampling and Analysis Plan (SAP) prepared by AGECE on March 17, 2023

- 2.1 - Soil Excavation
- 2.2 - Building slab and concrete removal
- 2.3 - Pollution Control Activities and Permits
 - 2.3.1 – Dust Control Actions

Upon completion of soil excavation and remediation, depression to be backfilled and compacted with clean structural fill (sand or recycled concrete is not permitted). Structural fill must be compacted and tested in 1-foot lifts. Contractor is responsible for hiring and coordinating a third-party inspector for compaction testing.

Installation of Vapor barrier to be done by others during future construction.

Contractor shall achieve approval from all regulating entities, obtain an Ogden City demolition permit, It is estimated that work is to begin on **May 22, 2023**. Contractor will have **30** calendar days to complete the work after receiving permits and clearances.

Contractor is responsible for all State of Utah and Ogden City permits and clearances including but not limited to: SWPP, Demolition Permit, Traffic Control, Dump Fees, DAQ 10-day notification.

Ogden City RDA will have all utilities disconnected prior to commencement of the project.

Contractor responsible for following all safety and environmental procedures as outlined in the attached Corrective Action Plan.

This scope of work along with the corrective action plan will be an attachment to the final contract of this project.

**EXHIBIT B
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 _____

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

Name: _____ Title: _____

E. Limits of your insurance coverage:

General Liability: _____

Automobile: _____

Workman's Compensation: _____

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 C
BID FORM**

Name of BIDDER _____ **DATE** _____

The **Project** is defined in the Construction Documents Set & Specification titled **Environmental Subsurface Site Remediation – 856 25th Street.**

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 Request for Bids, and having examined the information and specification provided, do hereby propose:

_____ **Dollars**

\$ _____

Include with this document:

 X 5% Bid Security (Original)

This bid shall remain in effect for 60 days after bid-opening.

Respectfully submitted,

Seal (If a corporation)

Name of Bidder

Address

Authorized Signature

**EXHIBIT D
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