



OGDEN CITY CORPORATION
INVITATION TO BID

RAISE & COLLAR – PUBLIC SERVICES OPERATIONS CONTRACT



Prepared by Vincent Ramos
Public Services Operations
December 21, 2022

OGDEN CITY CORPORATION
INVITATION TO BID
RAISE & COLLAR – PUBLIC SERVICES OPERATIONS CONTRACT

Ogden City Corporation is accepting sealed bids from Contractors interested lowering, raising and collaring of utility accesses within a number of roadway segments and/or specific locations. The work consists of lowering existing utility accesses such as but not limited to: water/gas valves, storm drain/sanitary sewer manholes, communication vaults, storm drain junction boxes and street monuments. Much of this work will be done in coordination with Ogden City's rotomill / paving activities. 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.

Sealed bids shall be submitted to the Purchasing Office, c/o the 1st Floor Information Desk of the Municipal Building located at 2549 Washington Blvd., Ogden, Utah, **no later than 3 PM, January 25, 2023**. At which time, bids will be opened and read aloud at the 7th Floor Conference room in the same address. **LATE BIDS WILL NOT BE ACCEPTED**.

The City reserves the right to accept or reject any bids 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 local, small, women and minority owned businesses and other disadvantaged business enterprises.

Published: January 7 & 14, 2023

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I. SCOPE OF WORK

- A. The location of the work is: Various locations/roadways within Ogden City.
- B. The estimated cost of the work is \$200,000.00.
- C. The project shall be governed by these contract documents, special conditions, specifics related to the work, and all provisions of the Manual of Standard Specifications and Manual of Standard Plans 2017 Edition published by the Utah Chapter of the American Public Works Association (APWA) and the Current Edition of Ogden City's Engineering Standards for Public Improvements which are applicable to the work are made a part of the Contract Documents by reference.
- D. The work to be performed consists of furnishing and installing the equipment, facilities, services and appurtenances thereto as included in the Contract Documents. The Work generally includes, but is not limited to, the following: lowering existing utility accesses such as water/gas valves, storm drain/sanitary sewer manholes, communication vaults, storm drain junction boxes and street monuments. Much of this work will be done in coordination with Ogden City's rotomill / paving activities.

Contractor will be responsible for:

- Review of construction or specification documents prior to submitting a bid.
- Ask any questions prior to bidding. (Contact information on the following page).
- Competitively bidding required work, negotiating and contracting with subcontractors to accomplish the work, as applicable.
- Completing the Project on time and within budget per the plans and specifications.

Upon evaluation or proposals, the contractor awarded the contract, will be provided a minimum of a one-year contract. The contract will also allow the option of two one-year extensions if mutually agreed upon. A new “estimated cost of the work” will be determined at each extension.

Proposed Start Date: As needed and scheduled.

Proposed Finish Date: TBD per schedule.

PROJECT MANAGER:

Contact: Greg Watkins

Title: Street Department Maintenance Supervisor
Ogden City Operations

Desk Phone: 801-629-8406

II. BID CONTENT

Ogden City will accept sealed bids from contractors that are capable of providing all of the work described in the ITB and specifications. Submittals 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 / documents:

1. Exhibit A - Completed Contractor Form
2. Exhibit B - Completed Bid Schedule No. 1 (Pages 15-20)
3. Exhibit C – Addenda Acknowledgement, if applicable
4. Bid Security – Original Bid Bond

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 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 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 (COI) 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 Corporation
2549 Washington Blvd.
Ogden, UT 84401

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 Invitation to Bid. Bidders should carefully examine all specifications, 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. The Bid Security may be in the form of a Cashier's check or Bid Bond. No other form of Bid Security will be accepted.
 - Bid Bond: The Bond in original form 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.
 - Cashier's Check: 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.
- b. 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.
- c. 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. Bond Documents must be submitted in its original form to the Contract Manager or Purchasing Office.
- d. 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.

VI. 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.

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. The City expressly reserves the right to waive minor or slight irregularities in a bid which in the Purchasing Agent's judgment are in the best interest of the City. The Purchasing Agent's decision on the irregularities on a bid shall be final and conclusive and shall create no right to any bidder.

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

VII. GOVERNING INSTRUCTIONS

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

VIII. SUBMITTAL & BID OPENING

No later than 3 PM, January 25, 2023; firms shall submit two (2) copies of all documents required in one sealed envelope addressed to Ogden City's Purchasing Agent.

On the envelope, indicate your firm's name and the ITB title – "Raise & Collar – Public Services Operations Contract."

If the bid is submitted by mail or other delivery service, it must be addressed to the Purchasing Office, 2549 Washington Blvd, c/o 1st Floor Information Desk, Ogden UT 84401. It must be received prior to the submission deadline.

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

No facsimile or email transmittals will be accepted.

City offices are closed on holidays.

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.

LATE BIDS WILL NOT BE ACCEPTED.

Shortly after the deadline, bids will be opened and read aloud in the 7th Floor Conference Room at 2549 Washington Blvd, Suite 510, Ogden UT 84401.

IX. CONTACT INFORMATION

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

The question-and-answer period ends at 10 AM on January 17, 2023.

Please check the City's Purchasing webpage for any published Q&A or Addenda document(s) that might have already addressed your questions or concerns -

<https://www.ogdencity.com/264/Purchasing>.

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 _____

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: _____

➔ Attach a copy of 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 **SCOPE OF WORK & BID SCHEDULE NO.1**

Work of this Construction Contract comprises of lowering and raising of various utility accesses, adjustment of utilities to finish grade and installation of concrete collars at various roadways and locations within Ogden City.

If any portion of the work is found to be defective within 1 year after the date of substantial completion, CONTRACTOR shall correct it or replace it with non-defective work.

Bid Item	Description	Bid Unit	Bid Quantity	Unit Price	Contract Amount
1	LOWER, RAISE & COLLAR STORM DRAIN CLEAN-OUT BOX TO FINISH GRADE APWA STD. PLAN 362	EA	20		
2	LOWER, RAISE & COLLAR VALVE BOX TO FINISH GRADE APWA STD. PLAN 574 (CULINARY WATER/GAS)	EA	20		
3	LOWER, RAISE & COLLAR MANHOLE TO FINISH GRADE APWA STD. PLAN 413 (STORM/SANITARY SEWER)	EA	20		
4	LOWER, RAISE & COLLAR COMMUNICATION MANHOLES	EA	20		
5	LOWER, RAISE & COLLAR CITY MONUMENT FRAME/COVER TO FINISH GRADE APWA STD. PLAN 275	EA	20		
6	REMOVE AND REPLACE CITY MONUMENT	EA	20		
7	REMOVE AND REPLACE CITY MONUMENT IN A PROJECT ZONE	EA	20		
8	INSTALL NEW CITY MONUMENT	EA	20		
9	3" HMA TEMPORARY SURFACE	EA	20		

Bid Schedule No.1 Total = \$ _____

Schedule Total in Words _____

Signature _____

Work included as part of Bid Schedule No. 1 and incorporated as part of the unit pricing:

1. Traffic Control per APWA Section 01 55 26.
2. Saw Cutting per APWA Section 32 16 13.
3. Pavement removal per APWA Section 02 41 15.
4. SWPP Plan (Best Management Practices).
5. Mobilization, Materials, Supplies, and equipment.

MEASUREMENTS AND PAYMENTS

GENERAL

- A. See measurement and payment procedures in APWA Section 01 29 00.
- B. CONTRACTOR will verify measurement and quantities.
- C. CONTRACTOR will provide all equipment, workers, and survey crews to assist PUBLIC SERVICES OPERATIONS in making measurements.
- D. Units of measurement are listed above in the bid schedule(s).

Bid Item No. 1 Lower, Raise & Collar Storm Drain Clean-Out Box to Finish Grade APWA STD. PLAN 362

- A. Measurement and payment shall be by the unit price bid per each as raised to grade according to APWA standards. Contractor to provide all labor, equipment, and materials (including ring and lid) for a complete job.
- B. All rings and covers shall be raised within 21 calendar days after paving is completed.

Bid Items No. 2 through 4 Lower, Raise & Collar Valves and Manholes to Finish Grade

- A. Measurement and payment shall be by the unit price bid per each as installed with suitable collar as approved by the Engineer or Ogden City personnel and shall include all materials, labor, equipment, and all other items for a complete

job. **This item will apply for asphalt streets and concrete streets.**

- B. All rings and covers shall be raised within 21 calendar days after paving is completed.
- C. In the event that a temporary surface is needed on top of the lowered utility, and paving is scheduled to occur within 21 calendar days, road base or tailings will be used and maintained as a temporary surface as directed by the Ogden City Streets Department. Lowered utilities will generally be required to have temporary surface (road base) installed in the following locations:
 - 6. Utility accesses located within the travel lanes as established by the roadway paint
 - 7. Utility accesses located within an intersection
 - 8. Utility accesses located within a turning lane
 - 9. Utility accesses located within or in proximity to a safety zone, such as a fire hydrant, school crossing, railroad grade crossing, etc.
- D. All rings/boxes must be secured properly on a stable base. If the base is not stable, the Contractor is to contact the Ogden City Sewer Division for repair criteria. If significant additional work is required to stabilize the base, that work will be accomplished by the Sewer Division or by change order.
- E. The concrete for collars shall meet Ogden City Standards of 6 ½ bag mix for summer installation and 7 ½ bag mix for cold weather. **All concrete collars for storm drain manholes, sanitary sewer manholes and storm drain boxes are to be vibrated.**
- F. All raised and collared items must be plated until the concrete collar has cured, before allowing traffic loading.
- G. For culinary water or gas valve boxes, refer to APWA Standard Plan #574.
- H. For Manholes, refer to APWA Standard Plan #413.

**Bid Item No. 5 Lower, Raise & Collar City Monument Frame/Cover to Finish
Grade APWA STD. PLAN 275**

- A. Measurement and payment shall be by the unit price bid per each as raised to grade according to Ogden City standards. Contractor to provide all labor, equipment, and materials (including ring and lid) for a complete job.
- B. All rings and covers shall be raised within 21 calendar days after paving is completed.
- C. Contractor shall contact Ogden City Surveyor Steve Porter (801) 629-8979 in advance of the work to confirm monument location(s).

Bid Item No. 6 Remove and Replace City Monument

- A. Measured by Each.
- B. Payment includes cost of concrete ring, frame and cover which is a fixed cost payable to the owner. The brass monument itself will be provided by the Ogden City Surveyor.
- C. Payment includes all materials, tools, equipment and labor associated with installing a new city monument, including all potholing, removing of all existing material, removing the existing city monument, providing and installing all materials as shown in the Ogden City Standard Drawings SUR-1, SUR-2 and SUR-3.
- D. Contractor shall contact Ogden City Surveyor Steve Porter (801) 629-8979 in advance of the work to confirm monument location(s).

Bid Item No. 7 Remove and Replace City Monument in a Project Zone

- A. Measured by Each.
- B. Payment includes cost of concrete ring, frame and cover which is a fixed cost payable to the owner. The brass monument itself will be provided by the Ogden City Surveyor.
- C. Payment includes all materials, tools, equipment and labor associated with installing a new city monument, including all potholing, removing of all existing material, removing the existing city monument, providing and installing all

materials as shown in the Ogden City Standard Drawings SUR-1, SUR-2 and SUR-3.

D. Contractor shall contact Ogden City Streets Supervisor, Greg Watkins 801-629-8406 in advance of the work to confirm monument location(s).

Bid Item No. 8 Install New City Monument

- A. Measured by Each.
- B. Payment includes cost of concrete ring, frame and cover which is a fixed cost payable to the owner. The brass monument itself will be provided by the Ogden City Surveyor.
- C. Payment includes all materials, tools, equipment and labor associated with installing a new city monument, including all potholing, removing of all existing material, providing and installing all materials as shown in the Ogden city Standard Drawings SUR-1, SUR-2 and SUR-3.
- D. Contractor shall contact Ogden City Surveyor Steve Porter (801)-629-8979 in advance of the work to confirm monument locations(s).

Bid Item No. 9. 3" HMA Temporary Patch

- A. Measured by Each.
- B. Payment includes all materials, tools, equipment and labor associated with installing and maintaining a 3" HMA temporary surface on existing valve boxes or manholes as directed by Ogden City personnel. This will typically occur when paving is scheduled to occur more than 21 calendar days from the valve or manhole adjustment.
- C. Payment includes all traffic control equipment, personnel and labor associated with paving 3" HMA.

Include with this Bid:

5% Bid Security

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