



**OGDEN CITY CORPORATION
INVITATION TO BID**

Lorin Farr Interior Swimming Pool Painting



Prepared by
Edd Bridge
Recreation Division
April 29, 2022

OGDEN CITY CORPORATION INVITATION TO BID

Lorin Farr Interior Swimming Pool Painting Contract

Ogden City is accepting sealed bids from qualified Contractors interested in furnishing the labor and materials to complete the following work on the Lorin Farr swimming pools - Remove all interior existing paint, clean the plaster and prep for painting, apply **Ramnuc** pool paint with grit to ensure the pools have a non-slip bottom and at all entry points. All work must meet current industry standards and all federal, state and local rules and regulations.

A **mandatory** pre-bid meeting will be held at the Lorin Farr Community Swimming Pool located at 1691 Gramercy Ave Ogden, UT84414 on May 10, 2022 at 10 AM. All firms intending to submit a bid are REQUIRED to attend the meeting to obtain relevant information.

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 / Constable Desk of the Municipal Building located at 2549 Washington Blvd., Ogden, Utah, **by May 19, 2022, no later than 2 PM**. 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: April 30 & May 7, 2022

OGDEN CITY CORPORATION
INVITATION TO BID

Lorin Farr Interior Swimming Pool Painting

I. SCOPE OF WORK – BIDDER’S OBLIGATIONS

Contractor will be responsible for:

- Reviewing of construction or specification documents prior to submitting a bid (Refer to Exhibit A).
- Attending the mandatory pre-bid meeting to obtain relevant information and measurements.
- Investigating and notifying project manager all applicable construction and labor conditions, market conditions, quantities, and the character of the work as they affect the cost, progress, performance, or furnishing of the work.
- Competitively bidding the 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.

Proposed Start Date: ASAP

Proposed Finish Date: June 10, 2022

PROJECT MANAGER:

Edd Bridge

Ogden City Recreation

Recreation Manager

Desk Phone: 801-629-8259

II. BID CONTENT

Ogden 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:

1. Exhibit B - Completed Contractor Form
2. Exhibit C - Completed Bid Form
3. Exhibit D – Addenda Acknowledgement, if applicable
4. Bid Security (Refer to Section V)

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 Contractor 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

The awarded 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: 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.

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. 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 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. The original bid bond document needs to be submitted along with the bid form.
 - 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. 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 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.

VII. GOVERNING INSTRUCTIONS

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

VIII. PREBID MEETING

A mandatory pre-bid meeting will be held on **May 10, 2022, at 10 AM**. We will meet at **Lorin Farr Community Pool, located at 1691 Gramercy Ave, Ogden Utah 84401**. Please allow at least one (1) hour 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 & BID OPENING

No later than 2 PM, May 19, 2022, firms shall submit two (2) copies of all documents required in one sealed envelope addressed to Ogden City's Purchasing Office.

On the envelope, indicate your firm's name and the "Lorin Farr Interior Swimming Pool Painting."

If the bid is submitted by mail or other delivery service, it must be addressed to the Purchasing Office, 2549 Washington Blvd, Suite 510, 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 of the Municipal Building located at 2549 Washington Blvd, Ogden UT 84401.

X. 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 3 PM on May 16, 2022.

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

SCOPE OF WORK

1. Remove existing paint without damaging the plaster under the paint Two (2) coats of existing paint is on the plaster that was applied in 2021
2. Clean and prep the plaster for paint
3. Apply **Rumnuc** paint following manufactures guidelines
4. Apply grit to the bottom of and all entry points of the pool
5. Supply all needed equipment and products for the project
6. Cleanup after project is complete

**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 Utah construction 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 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 C
BID FORM**

NAME OF BIDDER _____ **DATE** _____

The **Project** is defined in the Invitation to Bid titled as Lorin Farr Interior Swimming Pool Painting.

For all the work described in the Invitation to Bid and shown on drawings and/or specification, I/we agree to perform for the total sum below 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 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