



REQUEST FOR BID

El Monte Golf Course Practice Range Protective Barrier Fence



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Golf Division

June 27, 2024

REQUEST FOR BID
El Monte Golf Course
Practice Range Protective Barrier Fence

ADVERTISEMENT

Ogden City is requesting sealed bids from a qualified individual(s) or firm(s) to supply material, labor, shipping, and equipment necessary to install a new netting barrier on the practice range. Demo of existing fence and haul away of materials should also be quoted.

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 **non-mandatory** pre-bid meeting will occur on July 11, 2024, at 10 AM. We will meet at the Clubhouse El Monte Golf Course located at 1300 Valley Drive, Ogden, UT. Attendance at the meeting is **encouraged** to obtain relevant information concerning the RFB.

Two copies of the **sealed bid** shall be submitted to the Purchasing Office, c/o 2nd Floor Information / Constable Desk at 2549 Washington Blvd. Ogden, UT 84401 by **July 18, 2024 no later than 11 AM**; at which time bids will be opened and read aloud at the 7th Floor Conference Rm 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.

Ad Published: June 29 & July 6, 2024.

REQUEST FOR BID

El Monte Golf Course Practice Range Protective Barrier Fence

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 supply material, labor, shipping, and equipment necessary to install a new netting barrier on the practice range. Demo of existing fence and haul away of materials should also be quoted.

Goals/Objectives

The overall objective of this project is to create a new Practice Range barrier/protective fence between the practice range and #1 fairway at El Monte.

- A. The contractor will need to demo and remove existing poles and screen.
- B. The contractor will perform drilling or excavation of 13 footings at engineered embedment depth and diameter.
- C. The contractor will install minimum 13 new black steel poles minimum 40 feet tall.
- D. The contractor will install black netting approx. 480 feet long with all cables, hardware and anchors necessary.
- E. Include all mobilization and engineering in total costs.

II. SCOPE OF WORK / SPECIFICATIONS - Refer to Exhibit A

III. OUTLINE OF EXPECTATIONS AND QUALIFICATIONS

- A. Significant experience in the installation of driving range protective barriers.
- B. Must possess the applicable required licenses, insurance, bonding, etc.
 - i. License - Utah State Contractor's License

- ii. Insurance – See section IV.
- iii. Bonding – See section V.
- C. Good experience in project completion and/or invoicing documentation.
- D. If applicable, the contractor will assure that all permitting, demolition, and debris removal will comply with applicable City, State and Federal regulations and procedures covering fence, gate, and concrete mow strip installation.

IV. INSURANCE REQUIREMENTS

The 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 \$3,000,000 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:
 - "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”.

- “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:

- “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 Corporation
2549 Washington Blvd.
Ogden, UT 84401

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.

- 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. 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 of the lowest three Bidders will be held until the Construction Contract is awarded and a signed copy received by Ogden City Purchasing Office 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.
- d. 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 – PAYMENT, PERFORMANCE, AND OTHER BONDS

- a. Prior to OWNER executing the Agreement, CONTRACTOR shall file with the OWNER a good and sufficient performance Bond and a payment Bond, each in the sum of not less than 100 percent of the Contract Price.
- b. The Bonds shall be executed by the CONTRACTOR and secured by a company duly and regularly authorized to do a general surety business in the State of Utah and named in the current list of Companies holding

Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in current Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department, with an underwriting limitation equal to or greater than the Contract Price which the Bond guarantees or with a current "A-" rating or better in A.M. Best Co., Inc.'s, Best Insurance Reports, Property and Casualty Edition.

- c. Said Bonds shall guarantee the faithful performance of the Construction Contract by the CONTRACTOR and payment of labor and materials. They shall inure by their terms to the benefit of the OWNER. Neither this nor any other provision requiring a performance Bond shall be construed to create any rights in any third-party Claimant as against the OWNER for performance of the Work under the Construction Contract.
- d. If the surety on any Bond furnished by CONTRACTOR is subject to any proceeding under the Bankruptcy Code (Title 11, United States Code) or becomes insolvent or its right to do business is terminated in the State of Utah or it ceases to meet the requirements of this Article, CONTRACTOR shall, within 15 days thereafter, substitute another Bond and surety, both of which must be acceptable to OWNER.

VI. 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 of 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.

VII. ADDITIONAL INFORMATION

A. Price Guarantee: If 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.

B. 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.

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

D. 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.

E. 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.

F. 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.

G. Upon the Award of Contract, Contractor may receive a request to process payments electronically.

H. If offered by Contractor, Ogden City seeks a discount for early payment. The City shall only take such a discount if earned.

I. Invoices shall be sent to the following address:

Ogden City Corporation
c/o El Monte Golf Course
1300 Valley Drive
Ogden, Utah 84401
Or;

Email invoices to: toddb@ogdencity.com

VIII. GOVERNING INSTRUCTIONS

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

IX. 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 July 15, 2024

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

X. PRE-BID MEETING

A non-**mandatory** pre-bid meeting will occur on July 11, 2024 at 10 AM. We will meet at the Clubhouse El Monte Golf Course located at 1300 Valley Drive, Ogden, UT. Attendance at the meeting is **encouraged** to obtain relevant information concerning the RFB.

XI. BID SUBMITTAL & BID OPENING

A. 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. Narrative related to good experience in project completion and/or invoicing documentation.
 - c. Evidence of Insurability
2. Exhibit C - Completed Bid Form
 - a. Attach a line-item breakdown on company letterhead
3. Exhibit D – Completed Addenda Acknowledgement, if applicable
4. Bid Security

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 **"RFB Name."**

Bids must be submitted no later than 11 AM, July 18, 2024.

Submit Bid To:

Ogden City Corporation

c/o 2nd Floor Information / Constable Desk

ATTN: Purchasing Office

El Monte Golf Course - Practice Range Protective Barrier Fence

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, Suite 510, Ogden UT 84401. It must be received prior to the submission deadline.

The sealed bid may also be hand-carried to the 2nd Floor Information / Constable Desk 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](#).

B. Bid Opening: Shortly after the deadline, bids will be opened and read aloud at the 7th Floor Conference room located at the same address above.

EXHIBIT A

SCOPE OF WORK / SPECIFICATIONS

Items to be quoted: Supply material, labor, shipping, and equipment necessary to install a new netting barrier on the practice range. Demo of existing fence and haul away of materials should also be quoted. *Baseboard option should be quoted as a separate item*

Net and Pole Specifications:

Netting:

- LFS #930 golf net
- UV Treated polyester net with sewn borders.
- Netting will be black.

Poles:

- 40' AGL
- Steel Poles
- 10.75" minimum pole Diameter
- .250" minimum wall thickness
- 3359 Carbocrylic black exterior paint

Footings:

- 8' minimum engineered depth
- 24" minimum boring
- 3,000 psi concrete
- 20,000 lb. end anchors at each end

Hardware/Cable:

- Heavy duty hot dipped galvanized hardware
- 5/8" minimum hardware size
- 5/16" minimum cable size

Baseboard:

- 2"x12" Pressure treated board
- 3/8" thick minimum stake thickness
- Heavy duty galvanized hardware and screws

The overall objective of this project is to create a new Practice Range barrier/protective fence between the practice range and #1 fairway at El Monte.

- F. The contractor will need to demo and remove existing poles and screen.
- G. The contractor will perform drilling or excavation of 13 footings at engineered embedment depth and diameter.
- H. The contractor will install minimum 13 new black steel poles minimum 40 feet tall.
- I. The contractor will install black netting approx. 480 feet long with all cables, hardware and anchors necessary.
- J. Include all mobilization and engineering in total costs.

Delivery: Hours of operation 7:00 am to dusk-7 days a week

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. Narrative related to good experience in project completion and/or invoicing documentation. Attach response in company letterhead.

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

- E. 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 for evidence of insurability.

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 **El Monte Golf Course Practice Range Protective Barrier Fence**.

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. *Attach a line-item breakdown on company letterhead.*

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

Proposed Start Date_____

Proposed Finish Date_____

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