

NORTH OGDEN CITY CORPORATION

2017-18 WASHINGTON BLVD LIGHTING PROJECT

CONTRACT DOCUMENTS,
SPECIFICATIONS AND DRAWINGS

September 2017



ADVERTISEMENT FOR BID

2017-18 WASHINGTON BLVD LIGHTING PROJECT

Sealed bids will be received at the North Ogden City Records Office, 505 East 2600 North, North Ogden City, Utah until 2pm on September 22, 2017 for the **2017-18 WASHINGTON BLVD LIGHTING PROJECT** at which time bids will be opened publicly. The work consists of boring PVC electrical conduit and installing reinforced concrete pole bases for lighting on Washington Boulevard between 2000 North and 2300 North, North Ogden, Utah. All work covered in the contract documents shall be completed by **December 31, 2017**.

Contract Documents, including Drawings and Technical Specifications are available at the City Recorder's Office. **A bid bond will not be required** however, the Contractor who is selected to perform the work shall promptly execute the Contract, secure worker's compensation insurance and furnish a satisfactory and faithful performance bond. The Owner reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards in the interest of the owner. Contract will be awarded using the **"Choosing by Advantages Decision Making System"**.

By: Annette Spendlove, MMC, City Recorder
NORTH OGDEN CITY CORPORATION

Published: September 8, 2017

PROJECT INFORMATION

2017-18 WASHINGTON BLVD LIGHTING PROJECT

NORTH OGDEN CITY CORPORATION

RECEIPT OF BIDS: Sealed bids will be received at the Office of the City Recorder, S. Annette Spendlove, North Ogden City Office, 505 East 2600 North, North Ogden, Utah until 2pm on September 22, 2017 for the 2017-18 WASHINGTON BLVD LIGHTING PROJECT.

DESCRIPTION OF WORK: The work consists of installing PVC electrical conduit and reinforced concrete pole bases for lighting on Washington Boulevard.

LOCATION OF THE WORK: The work is located on Washington Boulevard between 2000 North and 2300 North, North Ogden, Utah North Ogden UT, 84414.

COMPLETION OF THE WORK: The work shall be completed on or before December 31, 2017.

OBTAINING CONTRACT DOCUMENTS: Contract Documents, including Drawings and Technical Specifications, may be obtained at the North Ogden City Recorder's Office, 505 East 2600 North, North Ogden, Utah.

WAITING PERIOD BEFORE AWARD: A waiting period of 30 calendar days from the date of opening of bids to award of contract may be required. Bidder's shall assume full responsibility for and shall guarantee the bid price during this period and make certain the time period is stated in and does not restrict the proposal guarantee.

PROJECT ADMINISTRATION: All questions relative to this project prior to the opening of bids shall be directed to the North Ogden City Public Works Director, Dave Espinoza. It shall be understood, however, that no specification interpretations will be made by telephone, nor will any "or equal" products be considered for approval prior to award of contract.

OWNER'S RIGHTS RESERVED: The Owner reserves the right to reject any or all bids, to waive an informality in a bid, and to make awards in the interest of the Owner.

AWARD OF CONTRACT: The contract will either be awarded or all proposals rejected within thirty (30) calendar days of the opening. The completion date will be mutually extended if award is delayed more than ten (10) days. Unless all proposals are rejected the contract will be awarded using the "**Choosing by Advantages Decision Making System**", In addition to the bid amount, each bid will be submitted with documentation to support the following factors:(1) Number of years of experience as a general contractor (2) List of projects of similar size and scope completed within the past 10-years (3) List of key personnel with their qualifications and experience assigned to this project. (4) List of sub-contractors. (5) List of projects of similar size and scope completed in North Ogden City within the last 10 years. (6) References. This documentation will be used in the choosing by advantages awarding process.

Dated this 8th day of September, 2017.

By: Annette Spendlove, MMC, City Recorder
NORTH OGDEN CITY CORPORATION

Published: September 8th

CONSTRUCTION PROPOSAL

2017-18 WASHINGTON BLVD LIGHTING PROJECT

For

NORTH OGDEN CITY CORPORATION

Receipt of Bids September 22, 2017 2pm
NORTH OGDEN CITY CORPORATION
505 East 2600 North
North Ogden, Utah 84414

OWNER: North Ogden City Corporation
505 East 2600 North
North Ogden, UT 84414

Gentlemen:

Complying with your request for bids and all documents related thereto, the undersigned hereby proposes to furnish all labor, materials, and equipment and to perform all work for the **2017-18 WASHINGTON BLVD LIGHTING PROJECT** as required by and in strict accordance with NORTH OGDEN City Standards and Specifications, UDOT Standards and Specifications, Rocky Mountain Power Standards and Specifications, and the light pole manufacturer's recommendations for the prices shown on the bidding schedule.

We propose to complete the Project on or before **December 31, 2017**.

It is understood and agreed that the Contractor shall pay the Owner, as liquidated damages, the sum of \$1,000.00 for each and every day that the work remains uncompleted after the elapse of the contract time, as provided.

A bid bond will not be required; however, the Contractor who is selected to perform the work shall promptly execute the Contract, secure worker's compensation insurance and furnish a satisfactory and faithful performance bond in the amount of 100% of the contract price and a payment bond in the amount of 100% of the contract price.

The Contractor shall warrant and guarantee that the material and workmanship of the improvements provided for hereunder, and every part thereof, remain in good condition for a period of one (1) year after the date of completion and acceptance by the Owner, which date shall be the date of the approval for the final estimate of the work as given by the Engineer, and the contractor agrees to make all repairs to, and maintain the improvements and every part thereof, in good condition during that time, at no cost to the Owner.

All provisions of the General Conditions of the Contract, EJCDC Document C-700 shall be applicable to this project except as may be modified by the joint written consent of both the Owner and the Contractor.

Bidders shall verify the status of employees. Utah Code Annotated Section 63G-12-302(3) states: "Beginning July 1, 2009, a public employer may not enter into a contract for the physical performance of services within the state with a contractor unless the contractor registers and participates in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State."

It is understood that the quantities stated are approximate only and are for the purpose of comparing bids and the payments will only be made on the basis of the above unit prices in the actual quantities, as determined by the Owner's Engineer in the completed work.

The undersigned have checked carefully all of the following figures and information and understand that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

In submitting this bid, it is understood that the right is reserved by the Owners to reject any and all bids and award the contract with any or all bid items in the interest of the Owner.

It is agreed that the bid may not be withdrawn over a period of thirty (30) days from the opening thereof.

Respectfully Submitted:

Contractor

Contractor's License

By

Title

Business Address

City

State

Zip Code

Choosing By Advantages

The “Choosing By Advantages System of Decision Making” (CBA) is the process adopted by North Ogden City to aid in awarding contracts. CBA is based on the fundamental rule of decision making that “Decisions must be based on the importance of advantages.” An advantage is defined as a positive difference between two alternatives. The advantages of a proposal are compared to the advantages found in other proposals to determine the preferred option. CBA weighs the advantages of the preferred option to the additional cost when awarding contracts. Consequently, the CBA analysis may result in awarding the project to a contractor other than the low bidder.

The factors that will be used in this advertisement for bid are listed below. For each factor, the City will evaluate the advantage found in each proposal. Some factors may be more important than others and will carry more weight in the decision making process.

The following table lists each factor. Bidders will supply the information requested in each factor, and the City will determine the respective advantages as noted above.

NORTH OGDEN CITY:

CONTRACTOR:

2017-18 WASHINGTON BLVD LIGHTING PROJECT

The contractor will be selected by a committee appointed by the City using the “Choosing by Advantages” Decision Making Process. The Contractor must provide information for each of the following factors that will be used in the decision making process.

Factor	Description
(1)	Number of years of experience as a general contractor:
(2)	List of projects of similar size and scope completed within the past 10-years:

BIDDING SCHEDULE

NORTH OGDEN CITY CORPORATION 2017-18 WASHINGTON BLVD LIGHTING PROJECT

Item	Description	Quantity	Unit	Price	Amount
Boring					
1	Mobilization, traffic control and permits (UDOT ROW).	1	ls	_____	_____
2	Furnish and install 2" electrical conduit by directional drill.	4080	lf	_____	_____
3	Furnish and install reinforced concrete light pole base complete with grounding rod and anchor bolts (anchor bolts provided by the City)	41	ea	_____	_____
4	Furnish and install electrical splice box per details and according to Rocky Mountain Power specifications.	7	ea	_____	_____
5	Furnish and install electrical junction box with fuses per details and according to Rocky Mountain Power specifications.	41	ea	_____	_____
6	Sod, landscaping & sprinkler restoration.	1	ls	_____	_____
7	Trim back trees to make room for light pole installation	1	ls	_____	_____
8	Furnish and install hot, neutral and ground electrical wire bundle and terminate as shown on the electrical drawings. Includes connections to power source.	4080	lf	_____	_____
Total (Bid Items 1-8)				\$	_____

Note: The light pole assembly with anchor bolts will be purchased by North Ogden City. Anchor bolts and bolt pattern template will be provided to the contractor by the City for installation in the pole base. The LED street light poles will be installed separately. Installation of the light poles and wiring from the junction box to the light fixture is not part of this contract.

CONTRACT AGREEMENT

This contract made and entered into the _____ day of _____ in the year **2017** between **North Ogden City**, hereinafter called the OWNER and _____, hereinafter called the CONTRACTOR.

Part I--Statement of Work

CONTRACTOR shall furnish all materials, equipment and personnel necessary to construct the **2017-18 WASHINGTON BLVD LIGHTING PROJECT** ("WORK"). The WORK shall be accomplished in accordance with the Plans, Technical Specifications, General Conditions and Special Conditions ("SPECIFICATIONS") contained or referenced herein.

SPECIFICATIONS are incorporated herein by reference.

Part II--Period of Performance

The CONTRACTOR shall complete all work **by December 31, 2017.**

Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the time specified above, plus any approved extensions as outlined in the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$1,000.00** per day for each day that expires after the completion time specified in this agreement until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$1,000.00** for each day that expires after the contract completion time for completion and readiness for final payment until the Work is completed and ready for final payment.

Part III- Consideration

For and in consideration of the performance of this contract, the CONTRACTOR shall be paid: \$_____ (**Unit price contract-- Contract Price to be adjusted based on actual quantity of the work**)

Part IV--Special Provisions

- A. Wage Rate--N/A.
- B. Terms and Conditions
 - (1) The General Conditions of the Contract, EJDC Document C-700 appended hereto are hereby made part of this contract.
 - (2) CONTRACTOR shall deliver to the OWNER required Bonds and Certificates of Insurance naming the OWNER, NORTH OGDEN CITY, **and it's elected and appointed officials, employees, volunteers, agents, and others working on behalf of the OWNER as additional insured.**
 - (3) Indemnification: CONTRACTOR at its own expense, agrees to protect, indemnify, pay on behalf of, defend and hold harmless the OWNER, it's elected and appointed officials, employees and volunteers and their agents from all claims, demands, judgments, expenses, and all other damages of every kind and nature, made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to this project under this contract, by the CONTRACTOR, contractor's agents, employees, subcontractors, or suppliers in the performance and execution of this contract as outlined in Section 6.2 of the General Conditions.
 - (4) Utah Code Annotated Section 63G-12-302(3) states: "Beginning July 1, 2009, a public employer may not enter into a contract for the physical performance of services within the state with a contractor unless the contractor registers and participates in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State."

Owner:
North Ogden City Corporation.
505 East 2600 North,
North Ogden, Utah 84414

Contractor:

Signature

Signature

Title

Title

Attest

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor,

and _____ as Surety,

are held and firmly bound unto **NORTH OGDEN CITY CORPORATION**

hereinafter called "Owner", in the sum of _____
(not less than 100% of the total amount)

dollars, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with said Owner to perform all work required under the bidding schedule(s) of the Owners Contract Documents entitled:

2017-18 WASHINGTON BLVD LIGHTING PROJECT

NOW THEREFORE, if said Contractor, or subcontractor, fails to pay for all materials, equipment, or other supplied, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 20_____.

Contractor (SEAL) _____ Surety (SEAL)

By: _____ Signature By: _____ Signature

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor,

and _____ as Surety,

are held and firmly bound unto **NORTH OGDEN CITY Corporation**

hereinafter called "Owner", in the sum of _____
(not less than 100% of the total amount)

dollars, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with said Owner to perform all work required under the bidding schedule(s) of the Owners Contract Documents entitled:

2017-18 WASHINGTON BLVD LIGHTING PROJECT

NOW THEREFORE, if said Contractor shall perform all the requirements of said Contract required to perform on his part, at the times and in the manner specified therein, then the obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 20_____.

Contractor (SEAL) _____ Surety (SEAL)

By: _____ By: _____
Signature Signature

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)



Private Employer Affidavit of Compliance Pursuant To Utah Code 63G-12-302

By executing this affidavit, the undersigned private employer verifies its compliance with Utah Code 63G-12-302, stating affirmatively that the individual, firm or corporation has registered with and utilizes the federal work authorization program commonly known as E-Verify, or other authorized Status Verification System, in accordance with the applicable provisions and deadlines established in Utah Code. Furthermore, the undersigned private employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Tax ID #

Name of Private Employer on File with E-Verify

I hereby declare under penalty of perjury that the foregoing is true and correct. I also acknowledge that the company will indemnify the City of North Ogden from all fines, penalties, and costs associated with the company's non-compliance with Utah Code 63G-12-302.

Signature of Authorized Officer or Agent

Date

Printed Name and Title of Authorized Officer or Agent

STATE OF UTAH)
 :SS

County of _____)

On _____, _____, 2017, personally appeared before me

_____ the signer of the within instrument, who duly acknowledged to me that she executed the same.

Notary Public

MEASUREMENT AND PAYMENT

1. **GENERAL:** Measurement and calculation of quantities for payment will be specified in this section. Unit price bid shall be full compensation for furnishing all labor, materials, tools and equipment, and doing all work shown on the Drawings or stipulated in the Specifications. All work shall comply with the published UDOT, Rocky Mountain Power and North Ogden City standards. Where conflicting standards occur it is expected that the UDOT standards will govern.
2. **MOBILIZATION: (Bid item 1)** Measurement and payment for this item shall be on a lump sum basis and shall be at the unit price bid amount and shall be full compensation for bond expenses, permits, traffic control (including pedestrian traffic), and all costs associated with mobilizing and demobilizing equipment and materials to and from the project site.
3. **FURNISH AND INSTALL ELECTRICAL CONDUIT (DIRECTIONAL DRILL): (Bid items2)** Measurement and payment for this item shall be on a lineal foot basis as measured in the field following construction and shall be full compensation for all labor, tools, equipment, materials and work. Included in this bid item is all work necessary to coordinate with UDOT as the project is located in the UDOT right-of-way. Coordination with adjacent property owners as necessary will also be included as part of this bid item.
4. **FURNISH AND INSTALL LIGHT POLE BASES: (Bid Item 3):** Measurement and payment for this item shall be on a per each basis and shall be at the unit price bid amount to construct reinforced concrete light pole bases complete with grounding rod and anchor bolts. Anchor bolts and bolt pattern template shall be provided by the City. Payment shall include all excavation, concrete forming, reinforcement, pouring, finishing and curing concrete, installation of light pole anchor bolts, backfill and cleanup following construction. Exposed concrete shall have a rubbed finish.
5. **FURNISH AND INSTALL ELECTRICAL BOXES: (Bid items 4, 5):** Measurement and payment for these items shall be on a per each basis as measured in the field following construction for buried electrical boxes complete with electrical conduit termination. Payment shall be full compensation to complete the item including coordination with UDOT, and Rocky Mountain Power. Item includes all tools, equipment, material and labor necessary to complete the item.
6. **SOD & SPRINKLER RESTORATION: (Bid Item 6):** Measurement and payment for this item shall be on a lump sum basis and shall be at the unit price bid amount and shall be full compensation for restoration of sprinkler systems, sod and landscaping. Damaged grass shall be replaced with 4" of topsoil and sod. The work includes but is not limited to the following: installation of 4" top soil to bring sod to grade with curb and gutter and sidewalk, fine grading of the area to be sodded, furnishing and installing new, high grade sod, and any other labor, materials or equipment necessary to complete the work. Sod that is determined to have died and will not recover, by the city staff, shall be replaced by the contractor at the contractor's cost. Included in this bid item is all work necessary to coordinate with the adjacent property owner on the landscaping, sod and sprinkler repair. It is understood that sod replacement will be subject to availability and seasonal constraints. Substantial completion can be given prior to sod installation.
7. **TRIM TREES AS NEEDED: (Bid Item 7):** Measurement and payment for this item shall be on a lump sum basis to trim back trees so that the light pole bases can be installed. Item includes all labor, tools, equipment and hauling away and disposal of materials.
8. **SUPPLY AND PULL ELECTRICAL WIRE: (Bid Item 8):** Measurement and payment for this item shall be on a lineal foot basis to supply and pull the electrical wire bundle as indicated on the drawing sheets and according to Rocky Mountain Power specifications. Measurement per foot shall be for all wires called for in the conduit. Payment includes connection to power source

where necessary and extra length of wire in fuse boxes as needed for wiring to light poles. Item includes all labor, tools, equipment and materials necessary to complete the item per drawings and specifications.

9. **QUANTITY LIMITS:** The Owner reserves the right to adjust and direct the actual quantities of work performed on the project in order to maintain budget control. All unit price bid amounts shall not be subject to negotiated modifications unless the actual quantities constructed or directed to be constructed, amount to 50% above or below the quantity shown on the original bidding schedule. Please balance proposals accordingly so that quantity adjustments can be made without adversely impacting the project cost.

SPECIFICATIONS

UDOT standard drawings and specifications shall apply for work in the UDOT right-of-way. Rocky Mountain Power standard drawings and specifications shall apply for work as applicable. Complete UDOT drawings and specifications can be obtained online at udot.utah.gov. See PacifiCorp's Electrical Service Requirements Manual for Rocky Mountain Power drawings and specifications. Completion of the WORK will also require the CONTRACTOR to cooperate with private property owners. It is expected that any unforeseen requirements will be handled by change order. North Ogden City's Standard Drawings and Specifications are to be used where applicable.

DRAWINGS

Drawings have been provided by the light pole manufacturer. North Ogden City assumes no liability or responsibility for the information contained on the drawings.