

REQUEST FOR PROPOSAL

Design-Build Contractor

Pleasant View City is soliciting competitive sealed proposals from qualified contractors to perform Design-Build services to assist the City in the demolition and replacement/construction of the Old City Shops and construct City Shops Covered parking bays - project to commence in the Fall of 2019. A complete copy of the request for proposal may be obtained at the City Offices at 520 W Elberta Drive, Pleasant View, Utah, Monday through Thursday 8:00 am to 5:00 pm and Friday 8:00 am to 12:00 noon. Sealed bids will be received at the Office of the City Recorder at 520 W. Elberta Drive, Pleasant View, Utah no later than 4:00 p.m., October 15, 2019.

Laurie Hellstrom

City Recorder

Published: (insert dates here)

RFP #2019 - 01

**REQUEST FOR PROPOSAL
TO PROVIDE
DESIGN/BUILD SERVICES**

FOR

PLEASANT VIEW CITY

**OLD CITY SHOPS –
Demo and Replacement
And
City Shops Covered Parking Bays
Project**

RELEASE DATE: August 27, 2019

MANDATORY PRE-BID/ PROPOSAL MEETING: September 17, 2019

DUE DATE: October 15, 2019

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- AIA Document A113 - 2009 - Owner and Construction Manager as Constructor
- AIA General Conditions A201/ Supplementary General Conditions
- Supplementary General Conditions (will be provided as necessary)
- 2017 City Shops Storage Building Replacement Plans (Concept)
- City Shops Covered Parking Bays (Concept)
- Specifications - City Shops Covered Parking Bays
- Asbestos related Documents
- City Shops existing utilities redlines

Notice to Design-Build Contractors

Background

Pleasant View City is requesting proposals from qualified construction management/general contractor (“Design/Build”) firms to work with Pleasant View City to demolish and replace an approximate 6,000 square-foot shop building and construction of shops covered parking bays. The Old Shop is located at approximately 530 West Pleasant View Drive, Pleasant View Utah, on the existing Public Works site.

It is the intent of Pleasant View City to open up this request for proposals (“RFP”) for the demo and building replacement/construction, of any firm that meets the qualifications outlined in the minimum qualifications section of this RFP.

Services that have been omitted from this RFP, which are clearly necessary for the completion of all work, shall be considered a requirement although not directly specified or called for in the proposal.

This “Design/Build” project includes, but is not limited to, the demolition of the existing facility and replacement/construction of a City Shop building and other related items. Construction and Demo costs are estimated at approximately **\$300K- \$400K. It is anticipated that the demo and construction of the Old Shop building will take place over a period that will not include winter months. Winter work restriction does not apply to the completion of replacement Design of the Old Shops and the Design and Construction of Covered Parking Bays.**

Process Information:

All RFP documents, including the selection requirements and the selection schedule, will be available on the City website (pleasantviewcity.com) and at the offices of **Pleasant View City, 520 W Elberta Drive, Pleasant View, Utah, UT 84414, on August 27, 2019**

For questions regarding this project, please contact Bill Cobabe, City Administrator, at 801-782-8529. No others are to be contacted regarding this project. **A mandatory pre-bid/proposal meeting and walk-through will occur on September 17, 2019 at 11 a.m. at the Pleasant View City Hall.**

Proposals, including a fee proposal, project approach, references and statements of qualifications, must be received by **4:00 p.m., October 15, 2019** to the Pleasant View City Recorder’s Office, Attn: Laurie Hellstrom. Additional information will be required as stated on the Project Schedule. **NOTE:** Submittals must be received by the City by the specified time.

The City will enter into a single agreement with the successful Design-Build Contractor.

A Bid Bond in the amount of five percent (5%) of the Estimated Construction Cost (ECC) made payable to Pleasant View City and a bid bond form, shall accompany the cost proposal.

Pleasant View City reserves the right to reject any or all proposals, or to waive any formality or technicality in any proposal in the interest of the City.

Description of Work

This “Design/Build” project includes, but is not limited to, the design completion, the demolition of the existing facility and replacement/construction of City Shop building and construction of the covered parking bays and other related items in accordance with current Building Codes and other adopted codes and standards. The final objective of this project is to have completed structures move-in ready for the needs of the Public Works Department. Design and construction documents will be completed with input from the owner, and construction manager/general contractor.

The Estimated Construction Cost (ECC) for the “Design/Build” project is approximately **\$300K-\$400K**. The Contractor shall work with the City to establish a Fixed Limit Construction Cost and keep the project on budget during construction.

The “Design/Build” firm must be capable and willing to work closely with the Owner through all project phases, providing cost estimates, schedules and feedback on constructability of design details and availability of materials selected.

Demolition and Replacement/Construction will begin in the fall of 2019 and the “Design/Build” firm must commit to meeting any hard deadlines and schedules established during the design process. The “Design/Build” Contractor will have input when establishing such deadlines.

Please note that the proposed work may be separated out into smaller phases established by budgetary constraints. These smaller phases may also be separated out into schedules to allow for specific design packages which can be completed in stages. This may provide the contractor with an earlier start date and also allow the design team to continue to work during the demolition and replacement/construction of the new facility. The successful contractor will need to provide a guaranteed maximum price for each design package.

Procurement Process

1. Request for Proposal Documents

The Request for Proposal (“RFP”) documents consist of all of the documents listed in the Table of Contents and all said documents are incorporated in this RFP by reference.

2. Availability of Requests for Proposals

The RFP will be open to all qualified contractors and is available free of charge.

3. Pre-Bid/Proposal Meeting

There is a mandatory Pre-Bid/Proposal Meeting and Walk- Through on September 17, 2019 at 11 a.m. at the City offices.

4. Contact Information

Except as authorized by a Pleasant View City Representative, communications during the selection process shall be in writing directed to **Bill Cobabe at bcobabe@pleasantviewcity.com.**

In order to maintain the fair and equitable treatment of everyone, Design-Build Contractors shall not contact or offered gifts or gratuities to council members, users, or selection committee members in an effort to influence the selection process or in a manner that gives the appearance of influencing the selection process. This prohibition applies after the RFP is issued as the project is developed, and extends through the award and execution of the contract. Failure to comply with this requirement may result in a disqualification in the selection process. Design-Build Contractors should be aware that selection committee members may be required to certify that they have not been contacted by any of the Design-Build Contractors in an attempt to influence the selection process.

5. Requests for Information

All requests for information regarding this project shall be in writing and directed to:

Bill Cobabe
520 W Elberta Drive.
Pleasant View, UT 84414
Phone 801-782-8529
bcobabe@pleasantviewcity.com

6. Proposal Schedule

The successful contractor must review and familiarize themselves with the project and help establish a reasonable schedule as it pertains to the performance of their work. Liquidated

damages will be assessed upon failure to complete the project on or before the stipulated date agreed upon by all parties.

7. Insurance

The contractor shall provide insurance as required by the construction documents.

8. Submittal Due Dates and Times

All complete proposals must be delivered to, and be received by, Pleasant View City prior to the 4:00 p.m. October 15, 2019. Proposals received after the specified time, will not be accepted and will be returned. Please allow adequate time for delivery. If using a courier service, the contractor is responsible for ensuring the delivery will be made directly to the required location.

9. Addendum

All responses to questions and requests for clarification will be in writing and issued as addenda to the Request for Proposals.

Any addenda issued prior to the submittal deadline shall become part of the Request for Proposals and any information required shall be included in your proposal.

10. Minimum Qualifications

Pleasant View City is looking for a firm that has completed similar projects of the size and scope of the building demolition and replacement/construction. Your firm must meet the following requirements:

- A. Completion of two or more shop buildings, or similar technically challenging structures which included a total floor area that exceeds (5,000) thousand square feet during the past ten (10) years;
- B. Completion of three (3) or more similar projects exceeding \$500,000 in construction costs during the past ten (10) years;
- C. Project Manager/Superintendent with experience managing “Design/Build” projects;
- D. References from clients or architects/engineers on projects meeting criteria;

Contractors shall submit reference information on completed projects that meet the minimum qualifications. Projects should be of a similar type.

For each reference, the contractor shall provide the following information:

Project Name: Name of the project.

Contact Name: Person who will be able to answer any customer satisfaction questions.

Phone Number: Phone number of the contact we will be surveying.

User Name: Name of the Company/Institution that purchased the construction work.

Date Completed: Date of substantial completion.

Address: Street, City and state where work was performed.

Size: Size of the project in square feet and dollar amount.

Duration: Duration of the project/construction in months.

Type: Type of the project (i.e., Shops, etc.)

- E. Proven, documented ability to adhere to project budgets and schedules;
- F. Ability to meet all City bonding and insurance coverage requirements;
- G. A valid contractor's license to perform all the work associated with the construction of the facilities;
- H. Minimal litigation background over the previous five (5) years. Contractors must provide a list of all litigation filed against the entity for the previous five (5) years.

11. **“Design/Build” Work Phases**

The “Design/Build” work for the project consists of two (2) phases: Demolition and Replacement/Construction.

A. Demolition Phase: This phase of the work includes, all pre-construction work, but is not limited to, estimating and cost control, schedule development, drawing and design completion and constructability plan development and reviews as well as the actual building demolition of the Old City Shops and related appurtenances. The Contractor shall provide a full demolition and replacement/construction estimate at the Schematic Design, Design Development (from Concept to 100%) and 90% Construction Document phases of the project. The Design-Build Contractor shall furthermore assist Pleasant View City (“Owner”) in maintaining the cost of demolition and replacement/construction within the ECC and the duration of the construction within the project's schedule.

B. Replacement/Construction Phase: This phase of the work consists of the Contractor furnishing and installing all work as required in the Contract Documents. Please note that the work of the Replacement/Construction Phase may be bid in separate packages for Old Shop Replacement as well as the Covered Parking Bays, and/or in several packages, such as excavation, footings and foundations, structural steel, electrical, plumbing, etc. The City anticipates that this project may be completed in separate phases and Contractor must agree to participate in the completion of all phases of the contract, as funding is available.

12. ECC and GMP

A. Estimated Construction Cost (“ECC”): The Estimated Construction Cost is the project’s construction budget as listed in the Notice to Contractors and this RFP’s Description of Work section. The Owner, and the “Design/Build” Contractor agree to work together to keep the cost of construction, as represented in the design, and establish a FLCC for the project after design is complete.

B. Guaranteed Maximum Price (“GMP”): The Guaranteed Maximum Price is the final price that the Contractor agrees to accept in full performance of the “Design/Build” Agreement and is based on the final contract drawings and specifications. The GMP shall include all fees and percentages required by this RFP, as well as the costs for General Conditions and all work as required in the Contract Documents. Please reference Articles 5, 6, and 7 of the “Design/Build” Agreement.

Please note that should the work be completed in project phases and bid packages, the successful Contractor will be required to submit a GMP for each of these phases and packages of the work. The sum or total of all the GMP’s for these phases of the work, shall be the final GMP. In addition to the Demolition Fee, all other GMP’s for the phases of the work shall become part of the “Design/Build” Agreement by contract modification. The final GMP is normally determined at the completion of the Contract Documents and receipt of subcontractors bid. However, a GMP may be negotiated at an earlier point.

C. Allowances & Contingency Funds: Allowances and contingency funds may be identified during the design and/or construction process by the Owner, architect or “Design/Build” firm, all funds in either of these categories shall be approved expenses by the Owner and “Design/Build” by signed change order. At the completion of the construction phase any unused allowances or contingency funds previously identified in the construction documents or by the “Design/Build” firm, shall be retained by Pleasant View City.

13. Fee Proposal, Fees, and Markups

Before submitting a fee proposal, each Design-Build Contractor shall carefully examine the RFP; shall attend the pre-bid/proposal meeting; shall visit the site of the work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the proposal the cost of all items required by the RFP. If the contractor observes that portions of the Contract Documents are at variance with applicable law, building codes, rules, and regulations or contain obvious erroneous or uncoordinated information, the Design-Build Contractor shall promptly notify the specified Pleasant View City Representative, and if necessary, changes shall be accomplished by Addendum.

The fee proposal, bearing original signatures, must be typed or handwritten in ink on the Fee Proposal Form provided in the procurement documents and submitted in a separate sealed

envelope at the location specified below prior to the deadline for submission of fee proposals indicated on the Project Schedule.

Bid bond security, in the amount of five percent (5%) of the Estimated Construction Cost, made payable to Pleasant View City, shall accompany the proposal.

All contractors shall furnish the following fees and markups as part of the Fee Proposal:

- A. **Demolition Fee:** This lump sum fee consists of all costs for the “Design/Build” firm to provide the required services of the Demolition Phase. No reimbursable costs will be allowed or considered in addition to this fee.
- B. **Replacement/Construction Management Fee:** This lump sum fee shall consist of and include overhead, profit, and home office personnel who will be managing the project during bidding, construction, and closeout, including the warranty period. This fee does include general conditions.
- C. **Cost of Insurance Premiums:** Shall be included in the Replacement/Construction Management Fee costs.
- D. **Cost of Bonds:** This is the cost of payment and performance bonds based on the ECC amount of 100 % of ECC.
- E. **Construction Supervision Cost:** This is a cost to the project from notice to proceed to final completion for the Design/Builder’s on-site management/supervision team (e.g., project manager, superintendent, project engineer, safety officer, etc.). All services and personnel not specifically identified as a Construction Supervision Cost will be considered to be part of the lump sum Replacement/Construction Management Fee. This includes receptionist, accountants, safety officers, expeditors, commissioning agents, etc. This cost does not include general conditions or people performing the actual construction activities.
- F. **Design-Build Contractor Change Order Markup:** This is the fixed percentage markup that the Contractor may apply to a change order for scope increase to the “Design/Build” Agreement.
- G. **Self Performed Work Markup:** This is a fixed percentage markup that will be applied to the cost for the Design/Builder’s actual labor plus burden cost, material costs, and equipment costs for self performed work.

14. Self Performed Work

The Design-Build Contractor will be allowed to self perform work. This work must be billed for at actual cost incurred, plus the Self Performed Work Markup ***or based upon a fixed bid price.** Actual costs for self performed work will be subject to audit. ***Fixed bid price will not be**

subject to audit. No billing rates will be allowed. The Design-Build Contractor must bid its self performed work against a minimum of two (2) additional bidders. The Design-Build Contractor shall identify in their proposal which work they anticipate to be self performed. The Design-Build Contractor's bid will then be evaluated by the Owner and must be determined to be the best value bid for the work to be awarded to the Design-Build Contractor. The cost of any work that is self-performed will be part of the established GMP.

15. Project Approach

As part of the submittal, the contractor shall describe their approach to this project addressing such issues as how to best provide input during the design phase, how to reduce change orders, how the site will be staged, and scheduling strategies.

16. Proposals

The "Design/Build" firm shall provide the City with eight (8) copies of its proposal one (1) of which is a signed stamped original and an electronic version as well. The proposal shall be limited to thirty (30) pages. The proposal shall include all information that the Design-Build Contractor wants the Selection Committee to consider in making its selection of a "Design/Build" firm. At a minimum, the proposal should include the experience and qualifications of the Contractor and the project team key individuals as identified in the management plan. It should include information on similar projects that have been completed by the Design-Build Contractor and the project team individuals. When listing similar projects, include information to indicate the dates, size, firm worked for at the time and what the responsibility of the individual was on the project. Include the experience and special qualifications of the team that are applicable to this project and/or are part of the project specific selection criteria.

17. Time

The Design-Build Contractor will include in the management plan the schedule for completing the work, including any items required by Pleasant View City or any consultant. The Design-Build Contractor must provide an assurance of immediate availability to help the City meet a project start date of November 4, 2019.

It is anticipated that a contract will be given to the Design-Build Contractor for signature after the parties agree on the individual terms. The actual notice to proceed will be based on how quickly the Design-Build Contractor returns the contract and the required bonds, as well as the resolution of any issues that may arise in the procurement process. The actual date will be based on the Design-Build Contractor's proposed schedule and the date the Design-Build Contractor received the contract for signature.

All plans, schedules, and the cost proposals are required to reflect the project start time of November 4, 2019. Non-compliance with the schedule will not result in automatic

disqualification; it will be evaluated by the selection committee in determining the final selection.

Of particular interest and concern are the management team and the ability of the prime contractors to deliver the project within the construction time. Design-Build Contractor will need to demonstrate the method of delivery and the competency of the individuals who will manage its successful completion.

18. Selection Committee

The Selection Committee will be composed of the Mayor, some Council Members, City Administrator, Public Works Director, Utility Manager, and others deemed appropriate by the City.

19. Interviews

Interviews may be conducted with a short listed group of Design/Builders at the discretion of the City. This evaluation will be made using the selection criteria noted below.

The purpose of the interview will be to allow the Design-Build Contractor to present its qualifications, past performance, project approach, cost containment strategies, schedule and general plan for constructing the project. It will also provide an opportunity for the selection committee to seek clarification of the Design-Build Contractor's proposal.

The proposed primary project management personnel, including the project manager and superintendent, should be in attendance. The project manager is the contractor's representative who will be in daily control of the construction site. The project manager has overall job authority, will be in attendance at all job meetings, and is authorized by the Design-Build Contractor to negotiate and sign any and all change orders in the field, if necessary. Unless otherwise noted, the attendance of subcontractors is at the discretion of the Design-Build Contractor.

If interviews are held, the method of presentation will be at the discretion of the Design-Build Contractor, and the interviews will be held on the date and at the place specified by the City.

The Owner reserves the right to select a Design-Build Contractor without the interview process or waive any irregularities in the proposals.

19. Selection Criteria for "Design/Build" firm

The following criteria will be used in ranking each of the Design-Build Contractors. The criteria are not listed in any priority order. The selection committee will consider all criteria in performing a comprehensive evaluation of the proposal.

- A. Cost: (35 points) The Design-Build Contractor's Fee Proposal will be considered with all other criteria to determine the best value to the project. Submit in separate, sealed envelope.

- B. References: (15 points) Each construction firm will be evaluated on the past performance of similar projects.
- C. Strength of Design-Build Contractor's Team: (30 points) Based on the statements of qualifications and management plan, the selection team shall evaluate the expertise and experience of the construction firm, the project manager, and the superintendent as it relates to this project in size, complexity, quality and duration. Key personnel assigned to which task and their commitment to each phase of the work will be evaluated.
- D. Project Management Approach: (20 points) Based on the information provided in the construction and management plan, the selection team shall evaluate how each team has planned the project and determined how to construct the project in the location and in the time frames presented. The firm should present how they plan to move material and people into and out of the site, keep the site safe, minimize disruption to the facility and surrounding properties, etc. The Design-Build Contractor shall also discuss what portions of the project they plan to self perform. The selection team will also evaluate the degree to which risks to the success of the project have been identified and a reasonable solution has been presented.

21. Award of Agreement

The award of the "Design/Build" Agreement shall be in accordance with the criteria set forth in the RFP. Pleasant View City intends to enter into an agreement with the selected Design-Build Contractor to construct the project as outlined in this RFP. Individual contractors or alliances between two or more contractors are allowed in this process. However, Pleasant View City will contract with only one legal entity.

22. Agreement and Bond

The Design-Build Contractor's Agreement will be in the form found in the specifications. The contract time will be as indicated in the proposal. The selected Design-Build Contractor, simultaneously with the execution of the GMP, will be required to furnish a performance bond and a payment bond. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the contract sum. Any bonding requirements for subcontractors will be specified in the Supplementary General Conditions.

23. Licensure

The Design-Build Contractor shall comply with and require all of its subcontractors to comply with the license laws as required by the State of Utah.

24. Financial Responsibility of Design-Build Contractors, Subcontractors and Sub-subcontractors

Design-Build Contractors shall respond promptly to any inquiry in writing by the Owner to any concern of financial responsibility of the contractor, subcontractor, or sub-subcontractor.

25. Withdrawal of Proposals

Proposals may be withdrawn on written request received from proposer until the notice of selection is issued.

26. Time is of the Essence

Time is of the essence in regard to all the requirements of the Contract Documents.

27. Right to Reject Proposals

Pleasant View City reserves the right to reject any or all proposals.

28. Disclosure of Proposal Content

Under the Government Records Access and Management Act (Utah State Code Title 63G, Chapter 2), certain information in submitted proposals may be open for public inspection. If the Contractor desires to have information contained in its proposal protected from such disclosure, the Contractor may request such treatment by providing a “written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality” with the proposal (Utah State Code 63G-2-309). All material contained in and/or submitted with the proposal becomes the property of **Pleasant View City** and may be returned only at the City’s option.

29. Insurance

All insurance requirements shall apply to the Design-Build Contractor and any subcontractor or supplier that will be providing work or services under the final “Design/Build” Agreement. The Design-Build Contractor shall require any subcontractor, supplier, or other person providing services or materials under the “Design/Build” Agreement to obtain prior to, and maintain the same scope, limits, and terms of coverage running in favor of Pleasant View City, as required of the Contractor. It shall be the responsibility of the Design-Build Contractor to assure that each subcontractor or supplier complies with the insurance requirements. All insurance coverage shall be required to continue in full force and effect throughout the demolition and replacement/construction period and thereafter when the contractor may be correcting and/or removing defective work and during any warranty period, contract extension, or other modification of any provision of the construction contract or the obligations of the contractor, subcontractors or suppliers or other person providing services or materials.

The Contractor will be required to provide:

- General Liability & Automobile: \$2,000,000 per occurrence and \$4,000,000 aggregate.
- Professional Liability: \$2,000,000.
- Workers' Compensation: As required under the workers' compensation laws of the State of Utah, at least \$1,000,000 per injury.

This section shall not be deemed to limit any insurance provisions of the final construction contract.

30. Budgeting and Phasing Information

- A. The construction should be completed by June 15, 2020.

Fee Proposal Form

NAME OF PROPOSER _____ **DATE** _____

Laurie Hellstrom, City Recorder
Pleasant View City
520 W Elberta Drive
Pleasant View, UT 84414

The undersigned, responsive to Pleasant View City’s RFP #2019 - 01, “Request for Proposal to Provide Design-Build Services for Pleasant View City’s Old City Shops – Demo and Replacement and City Shop Covered Parking Bays”, proposes fees at the prices stated below. These listed fees and costs are to cover all expenses incurred in performing the services as outlined in our proposal of which this proposal is a part:

A. Demolition Fee: For all work during the pre-construction period, I/we agree to perform for the lump sum of:

_____ DOLLARS (\$ _____)
(In case of discrepancy, written amount shall govern)

B. Replacement/Construction Fee (Old Shops Replacement/Construction): For all work during the construction phase of the contract for the management and construction of the project, I/we agree to perform for the lump sum of:

_____ DOLLARS (\$ _____)
(In case of discrepancy, written amount shall govern)

C. Construction Fee (City Shops Covered Parking Bays): For all work during the construction phase of the contract for the management and construction of the project, I/we agree to perform for the lump sum of:

_____ DOLLARS (\$ _____)
(In case of discrepancy, written amount shall govern)

D. Cost of Bonds: The cost of payment and performance bonds based on the amount of the ECC.

_____ DOLLARS (\$ _____)
(In case of discrepancy, written amount shall govern)

E. Construction Supervision Cost: For project supervision and support team costs not covered in the above management/construction fee, I/we agree to perform for the sum of:

_____ DOLLARS (\$ _____)
(In case of discrepancy, written amount shall govern)

F. Design-Build Contractor Change Order Markup: For all work added to the contract by change order, I/we agree to add not more than ____% to the subcontractor/supplier costs for the additional work.

G. Self Performed Work Markup: For all self performed work, I/we agree to add no more than ____% to our labor and material costs to perform the work. The labor burden, including benefits, adds % to the labor rate.

I/We guarantee that the Work will be Complete, including punch list items, within the negotiated time frame after receipt of the Notice to Proceed, should I/we be the successful proposer, and agree to pay liquidated damages in the amount of **\$2,000** per day for each day after expiration of the Contract Time.

The approximate ECC for this project is \$300K - \$400K. Enclosed is a bid bond in the amount of 5% of the ECC.

I/We acknowledge receipt of the following Addenda: _____

I/We acknowledge attendance at the Pre-Bid Meeting: _____

With the cooperation of Pleasant View City and their consultants, the undersigned will continue to work with due diligence to provide a Guaranteed Maximum Price (GMP) within the ECC.

This bid shall be good for 45 days after bid submission.

The undersigned Contractor's License Number for Utah is: _____

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within fifteen (15) days, unless a shorter time is specified in the Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract upon final agreement of the GMP. The Bid Bond attached, in the amount not less than five percent (5%) of the ECC, shall become the property of Pleasant View City, as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within the time set forth.

Type of Organization: _____
(Corporation, Partnership, Individual, etc.)

Respectfully submitted,

Name of Proposer: _____

ADDRESS: _____

Authorized Signature
