REQUEST FOR PROPOSAL
Contractor

North Ogden City is soliciting competitive sealed proposals from qualified vendors to perform Contractor services to assist the City in the construction of a retaining wall along Pleasant View Drive to commence in 2021. Bid documents will be available online at https://www.northogdencity.com. Sealed bids will be received at the Office of the City Recorder at 505 E. 2600 N., North Ogden, Utah no later than 4 pm, April 29, 2021.

OWNER'S RIGHTS RESERVED: North Ogden City Corporation reserves the right to reject any or all bids, to waive informalities in a bid, and to make awards in the interest of the City. If North Ogden City awards the contract for the Work, such award shall be to the responsible Bidder based on the "Choosing be Advantages" (CBA) decision making evaluation. (see document 00 45 15).

Katie Gerard
City Recorder

REQUEST FOR PROPOSAL
TO PROVIDE
CONTRACTOR SERVICES

FOR

NORTH OGDEN CITY

Pleasant View Drive Trail Retaining Wall

RELEASE DATE: April 1, 2021

DUE DATE: April 29, 2021

TABLE OF CONTENTS

I. GENERAL

Notice to General Contractors 1
Description of Work..... 2
Procurement Process 3-8
Choosing by Advantages (document 00 45 15) 9-12
Bid Bond (document 00 43 13)..... 13-15
Notice of Award (document 00 43 13) 16
Agreement (document 00 52 00) 17-23
Notice to Proceed (document 00 55 00)..... 24
Performance Bond (document 00 61 13.13) 25-27
Payment Bond (document 00 61 13.16)..... 28-30
Certificate of Insurance (document 00 62 16)..... 31
Fee Proposal Form 32-33

- EJCDC® C-700, Standard General Conditions

Notice to General Contractors

Background

North Ogden City is requesting proposals from qualified general contractor to work with North Ogden City to construct an approximate 242 foot retaining wall. The Wall will be constructed on property located at approximately 300 East Pleasant View Drive, North Ogden Utah, on the south side of the trail.

It is the intent of North Ogden City to open this request for proposal ("RFP") for the new wall to 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.

Construction cost is estimated at: **$50K- $60K. It is anticipated that construction will be completed before November 15, 2021**

Process Information

All RFP documents, including the selection requirements and the selection schedule, will be available on the City website (northogdencity.org)**, on April 1, 2021**

For questions regarding this project, please contact Lorin Gardner City Engineer at 801-782-8111. No others are to be contacted regarding this project.

Proposals, including a fee proposal, project approach, references and statements of qualifications, must be received by **4 pm, April 29, 2021** to North Ogden City Recorder's Office, Attn: Katie Gerard. 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 Contractor.

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

North Ogden City reserves the right to reject any or all proposals, or to waive any informality or technicality in any proposal in the interest of the City.

Description of Work

This CONSTRUCTION project includes, but is not limited to, construction of a new retaining wall and related earthwork and utility relocation work as shown on the improvement plans.

The Estimated Construction Cost (ECC) for the CONSTRUCTION is approximately $50K - $60K. The Contractor shall provide a fixed fee for the work associated with the project as part of their proposal

Construction will begin in spring/summer/fall and the contractor must commit to meeting any hard deadlines and schedules established. The general contractor will have input when establishing such deadlines.

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 Meeting**

There will not be a pre-bid meeting.

4. **Contact Information**

Except as authorized by a North Ogden City Representative, communications during the selection process shall be in writing directed to **lgardner@nogden.org**

In order to maintain the fair and equitable treatment of everyone, Contractors shall not contact or offer 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 of a contract. Failure to comply with this requirement may result in a disqualification in the selection process. Contractors should be aware that selection committee members may be required to certify that they have not been contacted by any of the 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:

Lorin Gardner
165 E Lomond View Drive.
North Ogden, UT 84414
Phone 801-782-8111
lgardner@nogden.org

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/Bonds**

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

8. **Submittal Due Dates and Times**

All complete proposals must be delivered to, and be received by, North Ogden City prior to the 4pm April 29, 2021. RFPs received after the specified time, will not be accepted. 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.

No addenda will be issued less than 48 hours prior to the submittal deadline, except to extend such time and date.

10. **Minimum Qualifications**

North Ogden City is looking for a firm that has completed similar projects of the size and scope of the retaining wall. Your firm must meet the following requirements:

A. Completion of similar gravity wall projects in the past two years;

B. Project Manager/Superintendent with experience managing CONSTRUCTION projects;

C. References from clients or architects 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., Retaining Wall, Excavation, Utility Relocation, 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. **CONSTRUCTION Work Phases**

The CONSTRUCTION work for the project consists of one (1) phase: Construction.

A. **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 Construction Phase may be bid in several packages, such as excavation, footings and foundations, etc. The City anticipates that this project may be completed in one phase and Contractor must agree to participate in the completion of all phases of the contract.

12. Construction Costs – all costs shall be included in the fixed bid submitted with the proposal.

13. **Proposals**

The CONTRACTOR shall provide the City with three (3) 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 five (5) pages, not including Fee Proposal, CBA information and Bid Bond. The proposal shall include all information that the Contractor wants the Selection Committee to consider in making its selection. At a minimum, the proposal should include the experience and qualifications of the Contractor and the project team key individuals as identified in the proposal. It should include "Equivalent" or "Similar" Gravity Wall material(s), if proposed. It should include information on similar projects that have been completed by the 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.

14. **Time**

The Contractor will include in the schedule for completing the work, including any items required by North Ogden City. The Contractor must provide an assurance of immediate availability to help the City meet a construction completion date of November 15, 2021.

It is anticipated that a contract will be given to the Contractor for signature after the parties agree on the individual terms. The actual notice to proceed will be based on how quickly the 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 Contractor's proposed schedule and the date the Contractor received the contract for signature.

All plans, schedules, and the cost proposals are required to reflect the project construction completion time of November 15, 2021. 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. Contractors will need to demonstrate the method of delivery and the competency of the individuals who will manage its successful completion.

15. **Selection Committee**

The Selection Committee will be composed of the Engineer, Administrator, Public Works Director, and others deemed appropriate by the City.

16. **Interviews**

Interviews may be conducted with a short listed group of CONTRACTORS at the discretion of the City.

The Owner reserves the right to select a Contractor without the interview process.

17. **Selection Criteria for CONSTRUCTION**

The following criteria will be used in ranking each of the 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: The Contractor's Fee Proposal will be considered with all other criteria to determine the best value to the project.

B. References: Each construction firm will be evaluated on the past performance of similar projects.

C. Strength of Contractor's Team: Based on the statements of qualifications, 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: Based on the information provided in the construction, 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 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.

18. **Award of Agreement**

The award of the CONSTRUCTION Agreement shall be in accordance with the criteria set forth in the RFP. North Ogden City intends to enter into an agreement with the selected 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, North Ogden City will contract with only one legal entity.

19. **Agreement and Bond**

The Contractor's Agreement will be in the form found in the specifications. The contract time will be as indicated in the proposal. Any bonding requirements for subcontractors will be specified in the Contract Documents.

20. **Licensure**

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

21. **Financial Responsibility of Contractors, Subcontractors and Sub-subcontractors**

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.

2. **Withdrawal of Proposals**

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

23. **Time is of the Essence**

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

24. **Right to Reject Proposals**

North Ogden City reserves the right to reject any or all proposals.

25. **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 **North Ogden City** and may be returned only at the City's option.

26. **Insurance**

All insurance requirements shall apply to the Contractor and any subcontractor or supplier that will be providing work or services under the final CONSTRUCTION Agreement. The Contractor shall require any subcontractor, supplier, or other person providing services or materials under the CONSTRUCTION Agreement to obtain prior to, and maintain the same scope, limits, and terms of coverage running in favor of North Ogden City, as required of the Contractor. It shall be the responsibility of the 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 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.
- 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.

27. **E-Verify**

The contractor will be required to e-verify all employees working on the contract.

DOCUMENT 00 45 15
CHOOSING BY ADVANTAGES SYSTEM OF DECISION MAKING (CBA)

The “Choosing By Advantages System of Decision Making” (CBA) is the process adopted by the Owner 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 which is preferred. CBA weighs the advantages of the preferred proposal 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 the evaluation of proposals are listed on the following pages. For each factor, the Owner 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 Owner will determine the respective advantages as noted above.

CHOOSING BY ADVANTAGES

NORTH OGDEN CITY:

PLEASANT VIEW DRIVE TRAIL RETAINING WALL

CONTRACTOR:

_____

_____

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/Weight	Description
(1)/10%	Number of years of experience as a general contractor:
(2)/15%	List of projects of similar size and scope completed within the past 10-years:

Factor/Weight	Description
(3)/10%	List of key personnel with their qualifications and experience assigned to this project:
(4)/10%	Methods, materials, materials suppliers, and sub-contractors:
(5)/0%	List of projects completed in North Ogden City within the last 15 years: *
(6)/5%	References

Factor/Weight	Description
(7)/50% Fee-Bid	

* Previous work experience with North Ogden City is not a requirement. Projects listed in this section will help the City determine if past work with North Ogden City has been deemed successful. Projects will be considered successful if they have been completed in a timely manner, in a spirit of cooperation, with minimal contractor generated change orders, with professionalism, having achieved project objectives and other positive outcomes as noted by the review committee.

END

DOCUMENT 00 43 13
BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name, and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

North Ogden City
505 E 2600 N
North Ogden City, UT 84414

BID

Bid Due Date: April 29th, 2021

Description: *Pleasant View Drive Trail Retaining Wall Project*

BOND

Bond Number:

Date:

Penal sum $

(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER **SURETY**

(Seal)	(Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By:	By:
Signature	Signature (Attach Power of Attorney)
Print Name	Print Name
Title	Title
Attest:	Attest:
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

2. This obligation shall be null and void if:

   2.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

2.2 All Bids are rejected by Owner, or

2.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

3. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project, and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EJCDC® C-430, Bid Bond (Penal Sum Form). Published 2013.
Prepared by the Engineers Joint Contract Documents Committee.

DOCUMENT 00 51 00

NOTICE OF AWARD

Date of Issuance: _____

Owner: North Ogden City

Project: *Pleasant View Drive Trail Retaining Wall Project*

Engineer: North Ogden City

Bidder:

Bidder Address:

TO BIDDER:

You are hereby notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: *Pleasant View Drive Trail Retaining Wall Project*

The Contract Price of the awarded Contract is: _____.

[1] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [1] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner**:** North Ogden City

By: _____

Title: _____

Copy: Engineer

DOCUMENT 00 52 00
AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between North Ogden City ("Owner") and _____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: *Pleasant View Drive Trail Retaining Wall Project*.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Installing a retaining wall along Pleasant View Drive.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by North Ogden City.

3.02 The Owner will act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

5.2 Contract Times: Days

B. The Work will be substantially completed by November 15, 2021 when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 30 days following the date of Substantial Completion.

C. Substantial completion is the point when all work items on the bid schedule have been finished with the exception miscellaneous surface restoration. To be considered substantially complete the work items must meet applicable codes and standards and be fully functional.

4.02 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any

extensions thereof allowed in accordance with the Contract. 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):

1. Substantial Completion: Contractor shall pay Owner **$200** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$200** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price based on Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. Ninety-five (95) percent of Work completed (with the balance being retainage). If the Work has been fifty (50) percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. Ninety-five (95) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies,

or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement.
2. Performance bond.
3. Payment bond.
4. Specifications as listed in the table of contents of the Project Manual.
5. Drawings (not attached but incorporated by reference) consisting of 3 sheets with each sheet bearing the following general title: *Pleasant View Drive Trail Retaining Wall Project.*
6. Addenda (numbers ___ to ___, inclusive).
7. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid.
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
   a. Notice to Proceed.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

[continued on next page]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: NORTH OGDEN CITY	CONTRACTOR: _____
_____	_____
By: _____	By: _____
Title: _____	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
North Ogden City	_____
505 East 2600 North	_____
North Ogden City, UT 84414	_____
	License No.: _____ *(where applicable)*
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

EJCDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

DOCUMENT 00 55 00
NOTICE TO PROCEED

Project: *Pleasant View Drive Trail Retaining Wall Project*

Effective Date:

Owner: North Ogden City

Engineer: North Ogden City

Contractor:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is **60 working days**, and the date of readiness for final payment is [substantial completion + 30 days].

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions (e.g. NOI, bldg. permit, TCP)]

Owner**:** North Ogden City

By: _____
Title: _____
Date Issued: _____

Copy: Engineer

EJCDC® C-550, Notice to Proceed.
Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

DOCUMENT 00 61 13.13
PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
North Ogden City
505 E 2600 N
North Ogden, UT 84414

CONSTRUCTION CONTRACT
Effective Date of the Agreement: _____
Amount: $_____
Description *(name and location)*: *Pleasant View Drive Trail Retaining Wall Project*

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature (attach power of attorney)

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract, and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever

occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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DOCUMENT 00 61 13.16
PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*: ***North Ogden City***
505 E 2600 N
North Ogden, UT 84414

CONSTRUCTION CONTRACT
Effective Date of the Agreement: _____
Amount: $_____
Description *(name and location)*: *Pleasant View Drive Trail Retaining Wall Project*

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature (attach power of attorney)

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
   - 5.1 Claimants who do not have a direct contract with the Contractor,
     - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
     - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
   - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
   - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
   - 7.2 Pay or arrange for payment of any undisputed amounts.
   - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**

    16.1 **Claim:** A written statement by the Claimant including at a minimum:
    1. The name of the Claimant;
    2. The name of the person for whom the labor was done, or materials or equipment furnished;
    3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    4. A brief description of the labor, materials, or equipment furnished;
    5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
    6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
    7. The total amount of previous payments received by the Claimant; and
    8 The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

    16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

    16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

    16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

EJCDC® C-615, Payment Bond
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DOCUMENT 00 62 16
CERTIFICATE OF INSURANCE

PART 1 GENERAL

1.1 PROCEDURE

A. For filing purposes, add Certificate of Insurance to the Contract Documents following this page.

END OF DOCUMENT

Fee Proposal Form

NAME OF PROPOSER _____ DATE_____

Katie Gerard, City Recorder
North Ogden City
505 E. 2600 N.
North Ogden, UT 84414

The undersigned, responsive to North Ogden City's RFP, "Request for Proposal to Provide General Contractor Services for North Ogden City's Pleasant View Drive Trail Retaining Wall," 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. Construction Services Cost: For project supervision and support team costs and all Construction Services fees, I/we agree to perform for the sum of:

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

B. 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.

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 **$200** per day for each day after expiration of the Contract Time.

The approximate ECC for this project is $50K - $60K. Enclosed is a bid bond in the amount of 5% of the Bid.

I/We acknowledge receipt of the following Addenda: _____

With the cooperation of North Ogden City, 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: _____

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

Respectfully submitted,

Name of Proposer: _____
ADDRESS: _____
_____
_____

Authorized Signature

_____