

## PRE-CONSTRUCTION SERVICES AGREEMENT

This Pre-Construction Services Agreement (the "Agreement") is entered into on the 23<sup>rd</sup> day of March, 2021, by and between SOUTH WEBER CITY, a political subdivision of the State of Utah (the "Owner"), and HOGAN & ASSOCIATES CONSTRUCTION, INC. (the "Contractor"). The Owner and the Contractor may be hereafter referred to individually as a "party" and collectively as the "parties."

### RECITALS

- A. WHEREAS, the Owner is in need of pre-construction services for the Canyon Meadows Park (West) Phase 1 Project (hereinafter referred to as "Project");
- B. WHEREAS, pursuant to Utah Code Ann. §§ 63-56-42 to 63-56-44 and the Owner's Administrative Code, the Owner has duly and properly selected the Contractor as a firm qualified to perform the pre-construction services contemplated by this Agreement;
- C. WHEREAS, the parties are willing to perform their respective obligations under this Agreement in accordance with the description of the scope of services, schedule, cost estimates and other provisions of this Agreement; and
- D. WHEREAS, this Agreement is intended to authorize services more particularly described in the Owner's Request for Proposals (RFP) dated February 2021 and the Proposal for Construction Manager/General Contractor (CM/GC) Services, submitted by Hogan & Associates Construction, Inc., on March 4, 2021.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

#### 1. Scope of Services.

- a) Generally. Subject to and consistent with subparagraphs a) through c) of this paragraph, the Contractor shall provide the Owner pre-construction services in connection with the Project. The Contractor shall render such services in accordance with the description of the scope of services, and schedule set forth in the RFP and Response to RFP, attached hereto and incorporated in this Agreement as **Exhibits "A" and "B"**, respectively.
- b) Cost of Services. The Contractor shall provide the pre-construction services within the Cost Proposal, as more fully set forth in **Exhibit "B"**.
- c) Deliverables. The Contractor shall review any and all technical memoranda, reports, meeting minutes, drawings, specifications and other documents, provide design review comments and construction cost estimates on the Preliminary and Final design submittals and prepare and provide a guaranteed maximum price (GMP) submittal in accordance with the provisions of **Exhibits "A" and "B"**. The Contractor shall submit all such documents to the Owner in draft form for the Owner's comment and review. Each document so submitted shall be re-submitted in final form incorporating the Owner's comments, if any. All such documents shall be subject to the Owner's approval and shall become the property of the Owner upon delivery.

#### 2. Compensation.

- a) Budget. A budget amount of **Twelve thousand dollars and no cents (\$12,000.00)** for the scope of services has been negotiated by the Owner and the Contractor. The Contractor will provide services on a **lump sum basis** and make diligent efforts to complete the work under the budget.

- b) Maximum Allowable Compensation. Compensation for services rendered under this Agreement in connection with the **twelve thousand dollars and no cents (\$12,000.00)**.
  - c) Billing Procedure. The Contractor may submit monthly to the Owner an invoice for services performed and costs incurred under this Agreement during the calendar month immediately preceding submission of the invoice. The invoice form shall be submitted to the City Engineer for review and approved by the Owner. The invoice shall contain itemized costs describing in detail the services performed by the Contractor. If approved, the Owner shall pay the Contractor for all approved services within thirty (30) days after it receives the invoice describing such services.
- 3. Contractor's Standard of Care.** The Contractor shall perform its services under this Agreement in accordance with the degree of skill and diligence ordinarily employed by professional consultants performing the same or similar services at the time such services are performed. The Contractor shall without delay correct any problem or deficiency arising out of its failure to meet this standard of care without additional cost to the Owner.
- 4. Independent Contractor.** The Contractor shall perform all services under this Agreement, including all attachments, as an independent contractor, and not as an agent or employee of the Owner. Neither this Agreement nor the parties' respective obligations under this Agreement shall be construed to create a partnership or joint venture, or other business between the parties. In performing its services under this Agreement, the Contractor shall comply with all federal, state, and local laws and regulations, and all orders under any applicable law, and all policies of the Owner for independent contractors, as adopted from time to time by the Owner.
- 5. Default.** Either party shall be considered to be in default under this Agreement if: (1) it has substantially failed to perform its obligations under this Agreement through no fault of the other party; and (2) after thirty (30) days' written notice from the other party of such substantial failure to perform, the defaulting party has not commenced to cure the failure, or diligently completed the cure thereafter.
- 6. Termination.** Either party may terminate this Agreement for cause upon the default of the other party as defined in paragraph 5. The Owner may, in its sole discretion, terminate this Agreement for convenience upon forty-five (45) days' written notice. Upon termination of this Agreement for any reason, the Contractor shall deliver all of its work-in-progress, including calculations, assumptions, interpretations or regulations, sources of information, and raw data required in performing this Agreement, to the Owner, and such work-in-progress shall become the property of the Owner. Compensation by the Owner to the Contractor will only be paid in accordance with paragraph 2 of this Agreement.
- 7. Contractor's Working Files and Accounting Records.**
- a) Working Files. The Contractor shall maintain files containing all work documentation, including calculations, assumptions, interpretations or regulations, sources of information, and raw data generated, produced, created or required in performing this Agreement. The Contractor shall provide the Owner copies of information contained in the Contractor's working files upon the Owner's request, and such copies shall become property of the Owner upon delivery.
  - b) Accounting Records. The Contractor shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all amounts invoiced under paragraph 2. The Contractor shall retain and make such records available to the Owner for its examination during the Contractor's normal business hours for a period of three (3) years after the Contractor submits its final invoice to the Owner.

c) Audit. The Owner may, in its sole discretion, audit any invoice or statement of cost submitted by the Contractor, including those of the Contractor's subconsultants and suppliers, at any time, as long as the Owner gives the Contractor written notice of its intent to conduct the audit within three (3) years after the Contractor submits its final invoice to the Owner.

**8. Insurance.** The Contractor shall maintain throughout the term of this Agreement insurance as required and set forth in the RFP (**Exhibit "A"**) "Attachment E – Insurance Requirements". This coverage shall include the following:

- a) Insurance to protect from claims under applicable workers' compensation laws;
- b) Insurance against claims for bodily injury, death, or property damage which may arise from the negligent performance by the Contractor or the Contractor's employees of services to be performed under this Agreement. Such errors and omissions insurance shall be in the amount of \$2,000,000 per claim and in the aggregate;
- c) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits;
- d) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the Contractor or of any of its employees, agents, or subcontractors, with a limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

The Owner shall be named as an additional insured in the insurance policies identified in subparagraphs c and d of this paragraph. The Contractor waives subrogation against the Owner as to the policies identified in this paragraph, as applicable, and the insurance certificates shall contain a similar waiver from the insurance carrier. The Contractor shall submit an executed insurance certificate to the Owner for each policy identified in this paragraph, within 10 days of the execution of this Agreement.

**9. Indemnification.** To the maximum extent allowed by applicable law, the Contractor shall indemnify the Owner and hold the Owner and its employees harmless against all third-party actions, causes of action, damages, losses, claims, attorney fees and costs arising out of any negligent act or omission of the Contractor related in any way to the Contractor's performance under this Agreement. This indemnification provision shall apply to all theories of recovery, including breach of contract or warranty, negligence, and strict or statutory liability, except for sole negligence by the Owner. In the event any claims are caused by the joint or concurrent negligence of the Contractor and the Owner, the Contractor shall indemnify the Owner only in proportion to the Contractor's own negligence.

**10. Changes.**

- a) Generally. The Owner may, in its sole discretion, make or approve changes within the general scope of services of this Agreement. If such changes affect the Contractor's costs or the time required for performance of the services, the parties may make an equitable adjustment ("Equitable Adjustment") through a mutually acceptable change order. Nothing in this paragraph shall be construed as relieving the Contractor of any of its obligations under this Agreement, including the parties' failure to agree on the Contractor's entitlement to, or the amount of, any Equitable Adjustment.
- b) Change Authorization. All changes under this paragraph shall be made by written change authorization from the Owner, and the Contractor shall not proceed with any such changes unless and until it receives written change authorization. The Contractor shall timely notify the Owner of any potential change that may be necessitated by the circumstances of the Project as they arise.
- c) Request for Equitable Adjustment. Any request by the Contractor for an Equitable Adjustment under this paragraph must be made in writing and fully supported by factual information. The request must be

delivered to the Owner within thirty (30) days after the Contractor receives written change authorization from the Owner. The Owner, in its sole discretion, may extend this thirty (30) day period if a written request is received prior to the expiration of the thirty (30) days.

d) Equitable Adjustment. Any Equitable Adjustment necessitated by changes under this paragraph shall be made by a written change order signed by both parties. Any reduction in the scope of services necessitated by a change under this paragraph shall not give rise to a claim by the Contractor for damages based on loss of anticipated profits.

**11. Suspension, Delay, or Interruption of Work.** The Owner may, in its sole discretion, suspend, delay, or interrupt the Contractor's services for the convenience of the Owner. In the event of force majeure or such suspension, delay, or interruption, an Equitable Adjustment will be made in the schedule and compensation under this Agreement.

**12. Information Provided by the Owner.** The Contractor acknowledges that in the course of rendering services under this Agreement it may be allowed access to privileged and confidential information of the Owner. The Contractor agrees to respect the privilege and confidentiality of such information, and not disclose it without the Owner's prior written consent. During the course of the project, the Contractor will review existing reports and information made available by the Owner, as well as reports and information prepared by third parties, utilities, government agencies, consultants to the Owner and others. All documents provided by the Owner, whether originals or copies, should be timely returned to the Owner following review or, if extended review is required, should be included in the Contractor's working files in accordance with paragraph 7. Although the Contractor shall not be required to repeat the studies represented by such reports, it shall be their responsibility to evaluate the available data to the degree necessary to determine its accuracy and appropriateness.

**13. Key Personnel.** The Contractor's professional consulting services under this Agreement shall be performed by qualified personnel. The Contractor designates the following persons as key personnel who will not be removed from working on the Project without the Owner's written consent:

<b>Name</b>	<b>Title</b>
Dave Andersen	Senior Vice President / Director of Pre-Construction
Chase Strong	Project Manager & Plan Reviewer
Charlie Cearley	Excavation Estimator
Peter Chamberlain	Plan Reviewer / Estimator

**14. Official Representatives.** The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement.

**For the Owner**  
David J. Larsen  
City Manager  
1600 East South Weber Drive  
South Weber, UT 84405  
801-479-3177  
[dlarsen@southwebercity.com](mailto:dlarsen@southwebercity.com)

**For the Contractor**  
Dave Andersen  
Senior Vice President  
940 North 1250 West  
Centerville, UT 84014  
801-951-7000  
[dandersen@hoganconstruction.com](mailto:dandersen@hoganconstruction.com)



The authorized representative(s) shall have full power to bind the Owner and the Contractor in decisions related to the Project and not requiring approval of the Owner's elected representatives. Each party may designate an authorized representative upon written notice to the other party.

**15. Equal Opportunity.** To the extent applicable hereto, Contractor will in the performance of this Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act-Overtime Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, Subsection 222-21 before execution of this Agreement.

- (1) The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. of provisions of any superseding E.O. As used in this clause, "Contractor" means [Contractor].
- (2) The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means [Contractor].
- (3) The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, Part 52, Subsection 222-35 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless [Contractor] and "Contract" means this Agreement.

**16. Audit.** The Contractor agrees that at any time before, or after, final payment, the Owner may have the Contractor's, sub-consultants', or suppliers' invoices and statements of cost audited. Any payment may be reduced by amounts found by the Owner not to constitute allowable costs as defined by Part 31 - Contract Cost Principles and Procedures of the Code of Federal Regulations (CFR) - Title 48 - Federal Acquisition Regulations.

**17. Conflict of Interest.** None of the Owner's elected representatives or its employees, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom.

**18. Notice.** All written notices required to be given under this Agreement shall be hand delivered, or sent via facsimile, or certified or registered mail, return receipt requested, or verifiable electronic transmission to the parties at their respective addresses set forth in paragraph 14 above. Notice shall be deemed to be received upon actual receipt or three (3) days after mailing, whichever occurs first.

**19. Entire Agreement.** This Agreement and the attached Exhibits constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and they supersede all previous or contemporaneous representations or agreements of the parties regarding the subject matter of this Agreement.

- 20. Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, agents and assigns.
- 21. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, as the sole forum for any litigation arising out of this Agreement.
- 22. Arbitration.** Any difference, dispute, claim or controversy arising out of or relating to this Agreement shall be referred to and finally settled by arbitration in South Weber City, Utah pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award shall be binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction.
- 23. Modification.** No modification of this Agreement shall be valid or binding, unless made in writing and signed by both parties.
- 24. Waiver.** Acceptance by either party of any performance less than that required by this Agreement shall not be deemed to be a waiver of that party's rights under this Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any waiver constitute a continued waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.
- 25. No Third-Party Beneficiaries.** This Agreement is solely between the parties and gives no rights or benefits to anyone other than the parties and has no third-party beneficiaries.
- 26. Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of the remaining provisions.
- 27. Attorneys' Fees.** In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in arbitration or otherwise.
- 28. Certification of Eligibility.** Contractor certifies that neither the Contractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is one hundred percent (100%) of partially funded with federal funds.
- 29. Debarment.** By signing this Agreement, Contractor certifies that neither Contractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is one hundred percent (100%) or partially funded with federal funds.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above:

**SOUTH WEBER CITY**

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Attest, City Recorder

**HOGAN CONSTRUCTION & ASSOCIATES, INC.**

\_\_\_\_\_  
Dave Andersen  
Senior Vice President

Date: \_\_\_\_\_

# EXHIBIT A – Request for Proposals

South Weber City

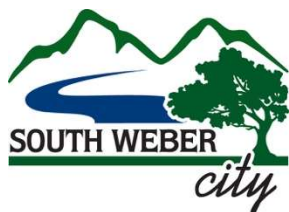
# CONSTRUCTION MANAGER/ GENERAL CONTRACTOR

**REQUEST FOR PROPOSALS**

*for the*

**CANYON MEADOWS PARK (WEST) PHASE 1**

**March 2021**



Prepared by  
**JONES & ASSOCIATES**  
*Consulting Engineers*



# **Canyon Meadows Park (West) Phase 1 Construction Manager / General Contractor (“CMGC”) Request for Proposals**

South Weber City, Utah (“Owner”), is soliciting Proposals from qualified Proposers to serve as the CMGC in connection with the Canyon Meadows Park (West) Phase 1 Project located at approximately 503 E. Firth Farm Road (just east of 475 East). The (“Project Team”) will consist of the Owner, the CMGC and Jones & Associates (“Design Engineer”). The CMGC will be engaged in design review and cost estimating at the concept, preliminary, and final design stages of the Project. Following receipt of the final design by the Project Team, the CMGC will prepare and submit a guaranteed maximum price (GMP) for constructing the Project, preparatory to negotiating a construction contract with the Owner. If the price is acceptable, the Owner intends to enter into a construction contract with the CMGC. However, if a GMP cannot be agreed upon, the Owner maintains the option to advertise for bids. The Owner reserves the right to cancel and/or withdraw this Request for Proposals (“RFP”) at any time and to reject any and all Proposals submitted, for any reason, at its sole discretion.

## **1.0 Background & Purpose of the Project**

In December 2020, the City Council adopted a Master Plan for the western portion of the Canyon Meadows Park. A portion of the overall Master Plan was selected as Phase 1 (See Attachment A). This phase contains six areas of focus – grading (including some demolition), underground utility work, a parking lot (with lighting), 4 pickleball courts (with lighting), a basketball court, and a bike/pump track. The Project Team will work together in selection of qualified subcontractors who will provide the specialized work (e.g. post-tension concrete pickleball / basketball courts and bike/pump track) not self-performed by the CMGC.

Although not shown in Attachment A, the City would like to investigate the option of installing an additional 4 pickleball courts (for a total of 8), immediately south of the initial 4 courts - if additional funding through donations is sufficient.

The purpose of the Project is to complete all six areas indicated in the Phase 1 Project. This is a budgeted project with funding allocated for completion of everything shown in Attachment A.

## **2.0 Scope of Services**

The Owner is seeking both preconstruction and construction phase services from the CMGC Proposer. The CMGC preconstruction services include participation in the design process by providing design parameters, constructability assessment, serving as the subject matter expert, and ensuring the final design meets the Project’s goals. Along with this, the CMGC will develop schedules, prepare detailed Project construction cost estimates and openly provide them to the Project Team, investigate labor and materials required for construction, and in any other way deemed necessary, contribute to the development of the Project. After the preconstruction phase is complete, the CMGC will provide a GMP preparatory to negotiating a Construction Contract with the Owner.

## 2.1 Project Schedule

The pre-construction phase has been divided into three parts (concept, preliminary, final). Following the final design phase, the Owner will ask the CMGC to develop and submit a GMP for the construction phase. The Owner will then negotiate a Construction Contract with the CMGC. In the event an agreement cannot be reached, the Owner will open the Project up for bid. The current estimated schedule for the Project is shown on Table 2.1 below.

**Table 2.1 Project Schedule**

<b>Critical Task</b>	<b>Deadline</b>
RFP available to interested parties	February 19, 2021
CMGC Proposals due	March 4, 2021
Award of CMGC contract (est. date)	March 23, 2021
Concept design & review workshop (est. date)	March 25, 2021
Preliminary design & review workshop	TBD
Final design & review workshop	TBD
GMP price submittal due	May 2021
Construction contract negotiation	May 2021
Award of CMGC construction contract – City Council Approval	May 2021
Bid advertising*	May 2021
Bid documents available*	May 2021
Bid opening*	June 2021
Award of construction contract*	June 2021
Project Completion (Work completed by CMGC)	September 2021
Project Completion (Work completed if Bid out)	October 2021

\*Bid schedule in the event a CMGC construction contract is not agreed upon.

## 2.2 Project Goal

Ensuring the Project is completed by the projected deadline, the Project Team will design a fiscally responsible and feasible construction solution that ensures functional and long-lasting park features for the use and enjoyment of the community.

## 2.3 Roles & Responsibilities – Preconstruction

The Owner will conduct, at a minimum, three review workshops with the Design Engineer and the CMGC to review the design documents, as well as overall Project objectives, key issues, and Project risks. It is anticipated the CMGC will provide review comments and cost estimates at each of the three design submittals. The CMGC will be asked to provide a GMP following the final design completion. If the Owner determines the GMP is competitively priced, the Owner will then negotiate a construction contract with the CMGC to perform the construction work. If the Owner determines that the GMP is not competitively priced, the Owner maintains the option to advertise for bids and procure the work under a design-bid approach.

For reference, the Design Engineer has already completed portions of the design as follows: 60% for grading, utility work, and the parking lot; 30% for the pickleball / basketball courts; and no design concept for the bike/pump track.

Preconstruction services include, but are not limited to, the following:

- Collaborate with the Owner, Parks Committee and Design Engineer to develop Project objectives that meet the overall goal, including value analysis/value engineering and construction cost saving ideas
- Develop and update a complete Project schedule
- Develop and openly provide detailed cost estimates at the concept, preliminary, and final design phases
- Develop and openly provide a GMP detailed cost estimate after the final design submittal
- Provide the main design concepts, design improvement suggestions, constructability reviews, and take a lead role in the design workshops
- Identify and coordinate strategy for ordering of long or early-lead time equipment or materials
- Assist in the coordination of the final Project construction drawings and documents

#### **2.4 Roles & Responsibilities – Construction**

After the CMGC has submitted a Construction GMP acceptable to and approved by the Owner, and if the construction contract is awarded, the CMGC will be responsible for construction means, methods, sequencing, and coordination of the Project; including, self-performing the major parts of the work, or selecting and managing subcontractors to perform other portions of the work, as necessary. The CMGC shall not subcontract out more than 50% of the work. The CMGC will assume the risk of delivering the Project through a GMP contract.

Construction phase services will include, but are not limited to, the following:

- Completing all work included with the agreed-upon GMP
- Collaborating with the Owner and Design Engineer to execute the Project
- Provide structural calculations, design, and details for post-tension concrete construction of both the pickleball and basketball courts
- Provide submittals for all construction materials, court equipment, and bike/pump track features
- Managing and coordinating the construction team
- Scheduling and Reporting of progress schedules
- Procuring all construction material, equipment, and labor contracts to vendors and subcontractors
- Managing subcontractor(s)
- Managing field work
- Performing quality assurance and quality control
- Bonding and insuring the construction
- Complying with all federal, state, and local permitting requirements
- Ensuring construction job site safety
- Providing Project start-up services
- Providing as-built record drawing information
- Conducting Project close-out
- Providing warranty period services



## 2.5 Design & Construction Oversight

The Owner has contracted with Jones and Associates as the Design Engineer to prepare final design and contract documents for the Project. Jones and Associates will also provide engineering services during construction for the Owner, including as-required, inspection services by a Resident Project Representative. The Owner has designated Brandon Jones, P.E. as the Project Manager. The Project Manager and Resident Project Representative will coordinate any potential changes in scope to the Project with the Owner in accordance with the contract documents; be available during working hours; and as required render decisions and furnish information in a timely manner.

## 3.0 Procurement Process

Proposers are required to meet the information submittal dates outlined in the Table 3.0 below. Failure to meet the submittal dates will result in the Proposal being considered non-responsive.

Table 3.0 RFP Submittal Dates

Critical Task	Deadline
RFP available to interested parties	February 19, 2021
CMGC Proposals due	5:00pm (MT) on March 4, 2021
Award of CMGC contract (estimated date)	March 23, 2021

### 3.1 Obtaining the Request for Proposals

The RFP documents are available for download at [www.jonescivil.com](http://www.jonescivil.com). The documents may be downloaded for free; however, the Owner requires each Proposer to go through the purchasing process as a way to help track downloads. The Owner will not provide any copies of the RFP documents.

### 3.2 Communications

Communications and/or questions regarding the RFP document and Project shall be directed to:

Brandon Jones, P.E.  
Phone: (801) 391-9621  
Email: [brandonj@jonescivil.com](mailto:brandonj@jonescivil.com)

### 3.3 Costs of Preparing Proposals

All costs associated with preparing Proposals are the sole responsibility of the Proposer.

### 3.4 Modifications to Proposals

Proposals submitted to the Owner may be modified in writing at any time before the Proposal due date. Any modifications to a Proposal must be signed by the person or officer of the entity authorized to do so.

### 3.5 Required Availability of Key Personnel

When Proposers list personnel in the Proposed CMGC Team section of the proposal, they are considered key personnel. The Proposer is agreeing to make these personnel available to

complete work on the Contract at whatever level the Project requires. Personnel changes will be reviewed by the Owner and Design Engineer to assure the replacement is equally qualified and has adequate experience. The Owner and Design Engineer will only allow changes in key personnel when caused by circumstances outside the control of the Proposer (e.g. employee leaves employment of the Proposer). Changes in key personnel for the convenience or benefit of the Proposer will not be allowed.

### 3.6 Submission of Proposals

Proposals will be received via email to [brandonj@jonescivil.com](mailto:brandonj@jonescivil.com) AND [ismith@southwebercity.com](mailto:ismith@southwebercity.com) until **5:00 p.m. Mountain Time, on Thursday, March 4, 2021**. Each Proposal should be prepared simply and provide a straightforward and concise description of the person's or entity's ability to perform the required CMGC services. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the Owner's needs. Project experience and the proposed key personnel shall also be included. A full list of requirements and formatting can be found in Section 4.

The Owner reserves the right to request that the Proposer clarify any part of its Proposal. Responses to such requests must be made in writing and will become part of the Proposal. Unsolicited supplementary information and materials received after the Proposal deadline will not be considered in the evaluation. All Proposals, including electronic media, will become and remain property of the Owner.

#### 3.6.1 Public Record

In accordance with State Law, Proposals are public record and are subject to public review upon request. However, a Proposer may request that any part of its Proposal be designated a protected record and not be available for public release by complying with Utah Law, 63G-2-309(1). To do this, the Proposer must provide the Owner with a written claim of business confidentiality (Attachment B) and a concise statement of reasons supporting this claim. This information must be submitted together with the Proposal to be considered.

### 3.7 Negotiations

Following the evaluation of Proposals, the Owner will enter negotiations with the highest-ranking CMGC Proposer to finalize the scope of work, fee, and contract for the preconstruction phase. If the Owner is unsuccessful in negotiating a preconstruction phase contract with the selected Proposer, the Owner may then, at its sole discretion, negotiate with the second highest-level Proposer or may decide to terminate the selection process.

### 3.8 Payment

The Owner reserves the right to pay for CMGC preconstruction phase services in installments paid monthly beginning the first month of the CMGC's services are used. Terms will be negotiated in the final agreement.

## 4.0 Proposal Requirements

It is very important that the submittals be clear, and in the recommended format so they may be evaluated in an objective manner by the Owner.

### 4.1 Title Page

The title page must identify the document as a CMGC Proposal for the South Weber City Canyon Meadows Park (West) Phase 1 Project and include the name of the Proposer submitting the Proposal.

### 4.2 CMGC Information Forms & Documents to Include

The Proposer must complete the following:

- Business Confidentiality Form (Attachment B) – Not Required
- CMGC Information Form (Attachment C) – **Required**
- Preconstruction Fee, Overhead and Profit Percentages Form (Attachment D) – **Required**
- Certificate of Insurance (Requirements found in Attachment E) – **Required**

### 4.3 Project Team & Key Personnel

Provide a general description of the Proposer proposing to provide the CMGC services. Explain the organization of the Proposer and provide organizational chart(s) showing the Proposer's personnel. If it is a joint venture, specify percentage control of each company. List all major subcontractors that will be part of the Project team.

Describe Proposer's overall project team organization during the preconstruction and construction phases of the Project. Specify Project leadership and reporting responsibilities and anticipated interaction with the Design Engineer and the Owner's personnel.

- Identify the key personnel (specifically, the Project Manager, Superintendent, and Cost Estimator), Management Staff, and Specialists who would be assigned to the Project. Describe the background and experience of each of these individuals, as well as the location of each individual identified. Include the key staff members of any subcontracting firms proposed to be assigned to this Project.
- For each key person (Project Manager, Superintendent, and Cost Estimator) identified, list their length of time with the Proposer and comparable projects in which he/she has played a primary role. Provide detailed resumes for all three individuals. Individuals identified do not need to have prior CMGC experience, but individuals with CMGC experience may result in the Proposal receiving a higher ranking.
- The Project Manager, Superintendent, and Cost Estimator listed in the Proposal must be the same for the Project and will not be replaced without written consent of the Owner. Project Managers and Superintendent mentioned in the Proposal can be changed only with prior written permission from the Owner, which retains the right to approve or reject replacements. This requirement will be placed in the contract.

#### 4.4 Project Experience & References

Present information on similar projects completed by the Proposer in the past ten (10) years. A minimum of three (3) projects of similar size and complexity in which the Proposer acted as the CMGC, design builder, or general contractor must be included. Higher ranking may be given to Proposers that have provided CMGC services on prior successful projects. A printout of the Proposer's project database will not be acceptable.

#### 4.5 Project Approach & Innovative Ideas

Describe the Proposer's approach to completing the preconstruction and construction phases of the Project. Include innovative ideas or special approaches to managing and completing the Project. Expand or improve upon the Master Plan. Identify how much of the construction work is anticipated to be self-performed versus subcontracted. At a minimum, the CMGC shall not contract out more than 50% of the work.

- Briefly describe the Proposer's management plan for the Project, including controls, costs controls, quality control, and dispute resolution.
- Describe the technical plan for accomplishing the CMGC services and any innovative ideas that might be implemented during the preconstruction and construction phases of the Project.
- Provide a preliminary construction schedule for the Project. The schedule should be based on award of a construction contract on March 23, 2021, and a final completion date no later than September 30, 2021. Show key project milestones. The schedule should contain sufficient detail to demonstrate that the Proposer has adequately thought out the plan for construction.
- Discuss any anticipated potential Project barriers/problems and the Proposer's approach to resolving each – include any special assistance from the Owner or Engineer that may be required to reach a solution.
- Describe the Proposer's experience on quality control, dispute resolution, and safety management.

#### 4.6 Financial Information

Submit a letter from the Proposer's surety company specifying the Proposer's total bonding capacity and current unused bonding capacity. Submit additional references and information sufficiently comprehensive to permit an appraisal of Proposer's current financial condition. The Proposer must have a minimum bonding capacity of \$1,000,000. Include the other information as required on the CMGC Information Form (Attachment C).

#### 4.7 Approach to Pricing and Fees

The Owner intends to have the CMGC provide open book pricing where the CMGC provides a detailed breakout of costs throughout the design process. Following the final or 100% design level submittal, the Owner will ask the CMGC to submit a GMP for the Project preparatory to negotiating a construction contract.

Describe the Proposer's ability to give open book pricing information for a thorough examination of costs and assessment of the prices derived from a cost model for the total estimated cost of the Project. Describe how the Proposer's approach to pricing will be used to clearly identify work items, material and labor costs, production rates, competitive material pricing, assessment of risks and associated costs, and other assumptions for calculating an estimated total cost. Describe the Proposer's ability and experience obtaining competitive quotes from multiple manufacturers. The CMGC's costing model will be used during the pre-construction phase to support the team for considering design alternatives; reducing risks; and providing innovative approaches to completing the Project, while maintaining the overall quality of the Project and staying within budget and on schedule. The approach to pricing may also include discussion on any unique business advantage or construction methods that will reduce project costs.

As the design progresses, the CMGC will assist the design team by updating cost information to arrive at a GMP at the end of the design. Each Proposer shall describe the estimating process the CMGC will use to communicate the cost of each bid item, the innovation cost savings, and the cost of any risk. Clearly indicate how the CMGC proposes to communicate assumptions, risk, and innovation to the Owner and Engineer.

#### **4.8 Preconstruction Fee and Construction Phase Overhead & Profit Percentages**

The Proposer's preconstruction services fee, and overhead and profit percentages identified in Attachment D will be the only fees evaluated by the Owner as a part of the selection process. Attachment D must be included with the Proposal.

If there are alternative compensation approaches the Proposer wishes to propose, provide such approaches, including a discussion of how the approach will result in lowered costs for the Owner. The Owner may entertain such alternatives at its sole discretion. If any such alternative fee structures are proposed, the Proposer must still complete Attachment D, as the Owner is under no obligation to accept any alternative structures. Failure to provide the percentages may result in the Proposal being declared nonresponsive.

#### **4.9 Supplemental Information**

Include any other supplemental information the Proposer believes is relevant and of value to the Owner, but which is not otherwise requested in this RFP.

#### **4.10 Format Requirements**

- Submit 1 Electronic PDF
- Specific Page Requirements
  - Size shall typically be 8.5" x 11" or 11" x 17"
  - Maximum of 20 pages (excludes cover pages, title page, tab pages, required attachments and insurance documentation)
  - Resumes should be limited to 1 page per person

## 5.0 Evaluation of Proposals

The Owner shall establish a selection committee that will discuss and evaluate each Proposal as a collective team to determine the final Proposal score.

Proposals will be ranked on each of the Proposal requirements listed in section 4, as follows:

Item	Does Not Meet Requirements	Meets Requirements	Exceeds Requirements	Total Possible Points
Title Page	0	5	-	5
Certificate of Insurance	0	5	-	5
CMGC and Financial Information Form (Attachment C)	0	1-5	6-10	10
Fee and Overhead percentages (Attachment D)	1-5	6-15	16-20	20
Project Team & Key Personnel	0	1-5	6-10	10
Project Experience & References	1-10	11-15	16-25	25
Project Approach & Innovative Ideas	1-5	6-10	11-15	15
Approach to Pricing & Fees	0	1-5	6-10	10
<b>Total Points Possible</b>				<b>100</b>

## 6.0 Other

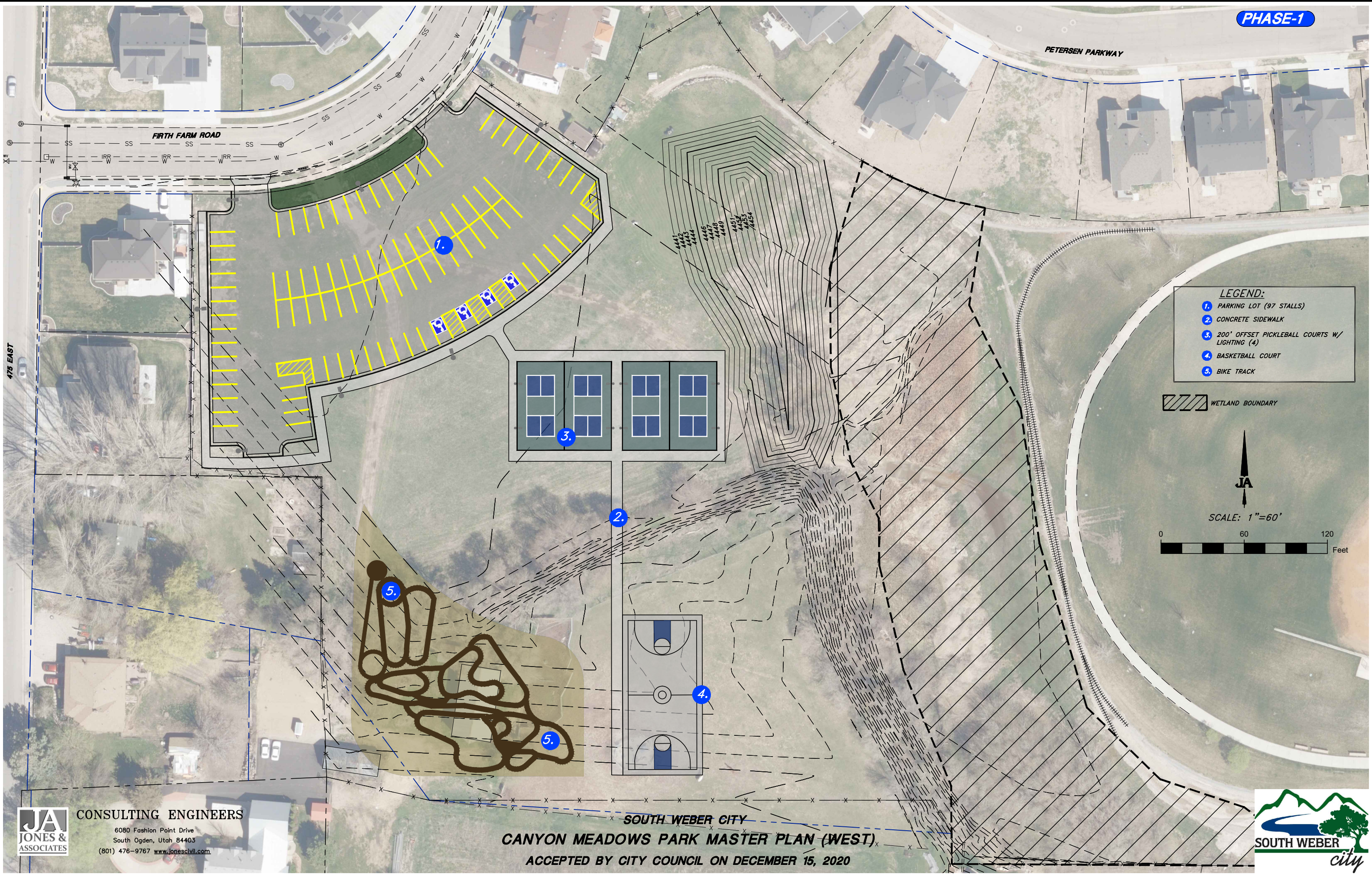
The Owner may reject any Proposal not in compliance with all prescribed public bidding procedures and requirements, and may, for good cause, reject all Proposals upon finding by the Owner it is in the public interest to do so. The Owner reserves the right to accept or reject any or all Proposal documents or portions thereof and to waive any informality or irregularity in any Proposal, at the sole discretion of the Owner, which is determined to serve the best interest of the Owner. The Owner shall be the sole judge of the merits of the respective Proposals received.

Please be advised that failure to comply with any of the requirements of this submittal will be grounds for disqualification.

# Attachment A

## Phase 1 Master Plan





- LEGEND:**
- 1. PARKING LOT (97 STALLS)
  - 2. CONCRETE SIDEWALK
  - 3. 200' OFFSET PICKLEBALL COURTS W/ LIGHTING (4)
  - 4. BASKETBALL COURT
  - 5. BIKE TRACK

WETLAND BOUNDARY

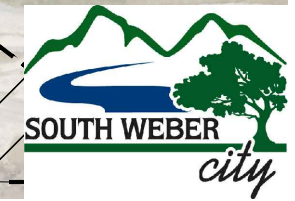
JA

SCALE: 1"=60'

0 60 120 Feet

**JA CONSULTING ENGINEERS**  
 JONES & ASSOCIATES  
 6080 Fashion Point Drive  
 South Ogden, Utah 84403  
 (801) 476-9767 www.jonescivil.com

**SOUTH WEBER CITY**  
**CANYON MEADOWS PARK MASTER PLAN (WEST)**  
 ACCEPTED BY CITY COUNCIL ON DECEMBER 15, 2020





# Attachment B

## Business Confidentiality Form

## CLAIM OF BUSINESS CONFIDENTIALITY

Any person that provides South Weber City a proposal (or information contained in any record) that he or she believes should be protected under UCA Subsection 63G-2-305(1-4) shall provide with the proposal a written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality. The guidelines to grant business confidentiality are as follows:

- Trade secrets – if the submitted information includes a formula, pattern, compilation, program, device, method, technique, or process, that has actual or potential value by its non-disclosure to the general public, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;
  
- Commercial information or non-individual financial information – if the submitted information contains commercial information or non-individual financial information the disclosure of which could reasonably be expected to result in unfair competitive injury to the person submitting the information, or would impair the ability of South Weber City to obtain necessary information in the future, and the person submitting the information has greater interest in prohibiting access than the public in obtaining access.

I, \_\_\_\_\_ do hereby claim that the pages identified  
(name & title)

below, which are contained within this submission as required by South Weber City are confidential.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

**The following pages of this Proposal are Protected under a Claim of Business Confidentiality.**

# Attachment C

## CMGC Information Form

## CMGC INFORMATION FORM

Complete the following information and submit this form with the proposal.

1. Proposer's Name: \_\_\_\_\_

2. Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Phone Number: \_\_\_\_\_

4. Firm Type  Corporation  Partnership  Individual  Joint Venture

5. Date Company was organized: \_\_\_\_\_

6. List names and titles of key individuals and/or officers of the firm:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. Number of permanent office and support employees: \_\_\_\_\_

Number of permanent field employees: \_\_\_\_\_

8. Length of time the company has been doing work similar to the proposed project: \_\_\_\_\_

9. Contractor's License Information:

Primary trade classification: \_\_\_\_\_

License Number & Expiration: \_\_\_\_\_

State(s) in which licensed: \_\_\_\_\_

Name on license: (if different from the Proposer's name): \_\_\_\_\_

10. Proposer's surety (name, address, phone, contact name):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Proposer's bank or financial institution (name, address, phone, contact name):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Proposer's insurance company (name, address, phone, contact name):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Has the Proposer, or any of its parents or subsidiaries, ever had a bankruptcy petition filed in its name, voluntarily or involuntarily? \_\_\_\_\_  
If yes, specify date, circumstances, resolution and other details on a separate page.

14. Are there any unresolved claims or disputes on any work awarded to the Proposer during the past five years? \_\_\_\_\_  
If yes, give Owner's name and details on a separate page.

15. Has the Proposer ever failed to complete any work that was awarded? \_\_\_\_\_

16. Does the Proposer maintain a permanent safety program? \_\_\_\_\_  
If yes, provide a brief summary or outline of the program.

17. Does the Proposer have a formal quality assurance program? \_\_\_\_\_  
If yes, provide a brief summary or outline of the program.

18. Has the Proposer ever previously worked for South Weber City? \_\_\_\_\_  
If so, please list most recent project(s) on a separate page (2010 and newer).

I hereby warrant that the information presented in this Proposal is true, accurate and complete.

By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

# Attachment D Preconstruction Fee, Overhead & Profit Percentages Form

PRECONSTRUCTION FEE, OVERHEAD & PROFIT PERCENTAGES FORM

Proposer: \_\_\_\_\_

**Proposer’s Preconstruction Design Fee**

1. Preconstruction Design Services Fee Lump Sum = \$ \_\_\_\_\_

**Proposer’s Fixed Fee Percentages**

2. Overhead & Profit fee percentage on self-performance \_\_\_\_\_ %

3. Overhead & Profit fee percentage on subcontractors & procurement \_\_\_\_\_ %

4. Overhead & Profit fee percentage on change orders \_\_\_\_\_ %

The Owner retains the right to negotiate these fixed fee percentages with the selected CMGC prior to issuing a construction contract.

# Attachment E

## Insurance Requirements



## Canyon Meadows Park (West) Phase 1 Project Construction Manager / General Contractor (“CMGC”)

The limits of liability for the insurance required for the Project shall provide coverage not less than the following amounts or greater where required by Laws and Regulations:

1. Worker’s Compensation, and related coverage:

State	Statutory
Federal, if applicable	Statutory
Employer’s Liability	
Bodily Injury/Disease Aggregate	\$1,000,000

2. Contractor’s Commercial General Liability

Each Occurrence (bodily injury and property damage)	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – completed operations aggregate	\$1,000,000

3. Automobile Liability


Combined single limit	\$1,000,000
OR	
Bodily Injury (each person)	\$500,000
Each accident	\$1,000,000
Property damage (each accident)	\$1,000,000

4. Excess or Umbrella Liability

Per Occurrence	\$2,000,000
General Aggregate	\$2,000,000

5. Additional Insured shall include the Owner and the Design Engineer.

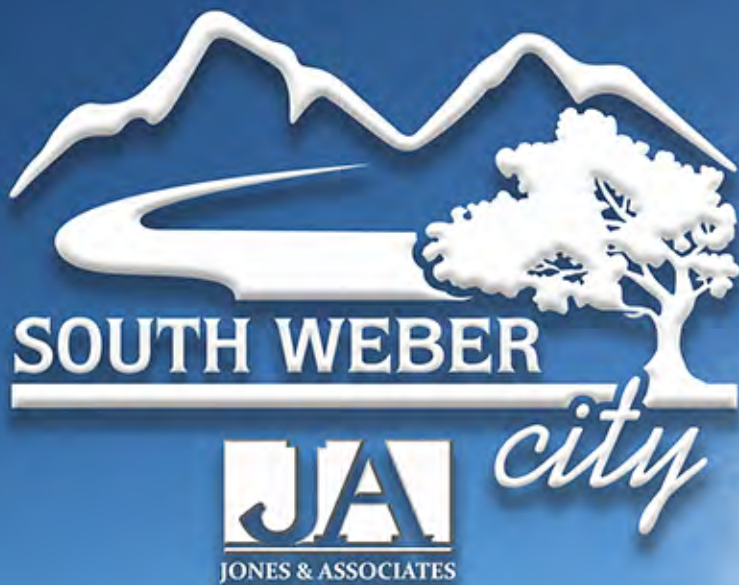
# Attachment F Draft / Example CMGC Agreement



Not Included with Final Draft, Copy of  
Draft / Example can be obtained at the City

**EXHIBIT B – Response to Request for Proposals**





**CM/CG SERVICES PROPOSAL  
FOR THE  
SOUTH WEBER CITY  
CANYON MEADOWS PARK  
(WEST) PHASE 1 PROJECT**

Due: Thursday, March 4, 2021 at 5 pm



**HOGAN**  
CONSTRUCTION MANAGER - GENERAL CONTRACTOR



**PARTNERING WITH SOUTH WEBER CITY TO  
BUILD A HEALTHY AND HAPPY COMMUNITY**



# 4.2 - CM/GC INFORMATION FORMS & DOCUMENTS

## CLAIM OF BUSINESS CONFIDENTIALITY

Any person that provides South Weber City a proposal (or information contained in any record) that he or she believes should be protected under UCA Subsection 63G-2-305(1-4) shall provide with the proposal a written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality. The guidelines to grant business confidentiality are as follows:

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- Commercial information or non-individual financial information – if the submitted information contains commercial information or non-individual financial information the disclosure of which could reasonably be expected to result in unfair competitive injury to the person submitting the information, or would impair the ability of South Weber City to obtain necessary information in the future, and the person submitting the information has greater interest in prohibiting access than the public in obtaining access.

I, Aaron Metcalfe, Vice President do hereby claim that the pages identified  
(name & title)

below, which are contained within this submission as required by South Weber City are confidential.

Signature  Date: March 3, 2021

**The following pages of this Proposal are Protected under a Claim of Business Confidentiality.**

**2-5, 8-10, 18, 23 - 26**

Attachment B – Business Confidentiality Form

## 4.3 - PROPOSED PROJECT TEAM

### HOGAN'S PHILOSOPHY

Hogan has success through our ability to combine big-company competency with small-company responsiveness. We are an agile and streamlined company. Our lack of large overhead allows us to be flexible with our pre-construction and on-site building services. However, we are large enough to quickly and efficiently implement new technologies and methods. **Our size and abilities are such that we can mobilize our entire company to complete the expansion of the Canyon Meadows Park on time and budget!**

### A HISTORY OF PIONEERING

In 1988, Hogan & Associates, Construction, Inc. (Hogan) pioneered CM/GC with public agencies located in the Intermountain West with the first CM/GC project — Northridge High School, a 350,000-square foot facility for the Davis School District. We have since completed 468 CM/GC projects in the past 33 years.

Since pioneering CM/GC in Utah, we've continued to innovate. This includes self-performing more work than other local firms. Unlike most construction firms that broker the subcontracting trades, our ability to self-perform up to almost 50 percent of a vertical project and **80 percent of a park/plaza project** scope brings an unmatched, strategic advantage to our clients in cost control, quality of work, and schedule goals.

### CONTACT

#### HEADQUARTERS

940 North 1250 West  
Centerville, Utah 84014  
801-951-7000

#### AARON METCALFE

Vice President  
801-870-9974  
ametcalfe@hoganconstruction.  
com

### WHY HOGAN?

#### BUILT DOZENS OF PARKS

BETTER PLANNING

#### MORE COST SAVINGS

FASTER SCHEDULES

HIGHER QUALITY

SELF-PERFORMING

#### EFFICIENT

SAFE

#### RESPONSIVE

AN OWNER'S ADVOCATE

#### PIONEERED CM/GC PROCESS IN UTAH

Plus, because we self-perform more than other firms, we have more experienced people and also use more technology to assist with our extra on-site services (*for more information on the technology we use, please refer to our project management approach*).

As a self-performing contractor, we can additionally provide a variety of equipment to keep your project moving. This also saves us, and the City's budget, with the high cost of renting equipment.

*Hogan has built arguably the nicest park in South Ogden. It is a wonderful park that will be enjoyed by the community for decades to come.*

*Matt Dixon,  
City Manager  
South Ogden City  
801-622-2702*

*mdixon@southogdencity.gov*

FOUNDED IN 1945

**75** YEARS  
**STRONG**

CHANGED THE  
INDUSTRY IN:

**'88**

**PIONEERING  
CM|GC IN UTAH**

TYPICAL  
**COST CONTROL  
SAVINGS OF:**

**5%**

— OR ABOUT —

**\$700,000  
OF YOUR  
BUDGET**

WHICH MEANS **WE:**



## MUNICIPAL CONSTRUCTION

Hogan has completed all kinds of buildings for municipalities—big and small. We take great pride in our ability to deliver exceptional government construction at a good value to taxpayers.

### HOGAN'S RECENT CM/GC CLIENT LIST

State of Utah	Idaho Falls, ID
State of Wyoming	Kearns, UT
-----	Lindon, UT
Bear Lake County, ID	Logan, UT
Cache County, UT	Lyman, WY
Davis County, UT	Millcreek, UT
Grand County, UT	Moab, UT
Lincoln County, WY	Ogden, UT
Salt Lake County, UT	Park City, UT
San Juan Co., UT	Payson, UT
Sublette County, WY	Pinedale, WY
Sweetwater Co., WY	Provo, UT
Weber County, UT	Rock Springs, WY
-----	Salt Lake City, UT
Bountiful, UT	South Jordan, UT
Big Piney, WY	South Ogden, UT
Cedar City, UT	South Weber, UT
Centerville, UT	Springville, UT
Clearfield, UT	Syracuse, UT
Evanston, WY	Taylorville, UT
Farmington, UT	Tooele, UT
Green River, WY	West Jordan, UT
Heber City, UT	Woods Cross, UT

Thirty-three years ago, in response to our clients not being satisfied with the quality of construction services in Utah, Hogan Construction started the CM/GC process in Utah (which had been used in the eastern United States for decades).

We are proud that now CM/GC is the preferred process in Utah—for we adamantly believe in how the teamwork between South Weber City, Jones & Associates, and our team will provide the best results for the expansion project for Canyon Meadows Park. During this project, we will continue to refine and improve our processes to make us a better builder.

Over 90 percent of Hogan's projects are publicly-funded projects. We have worked with the federal government, states, counties, cities, towns, and districts—both schools and special service. We have completed hundreds of projects that were funded through local taxes/bonds, grants, and the USDA or FHA (over two dozen). We have recently worked with 41 regional municipal agencies and have a client retention rate of **98%**. **In 2004, Hogan completed the South Weber Recreation Center and the Fire Station, and we'd love to add South Weber City to our list of satisfied, return clients.**

### WORKING WITH GOVERNMENT AGENCIES

Thorough plan reviews and inspections are some of the essential elements in achieving a successful construction project. Inspections provide valuable quality assurance/quality control that benefits all parties related to the proper fabrication, installation, and placement of specific structural components and other construction materials that require special knowledge, expertise, and attention.

Hogan's philosophy is that we communicate and coordinate city, county, state, federal, and the regulating health care agencies in pre-construction. We can mitigate issues before they occur to assure compliance with standards, codes, regulations, and procedures. We seek out and work with city inspectors and involve them in our pre-construction to understand their detailed inspection, on-site materials testing, field measurements, progress reports, and closeout and occupancy requirements. By all parties showing mutual respect, we create an atmosphere to develop solutions to possible issues.

*I have worked with Hogan on many different projects, and they were on the Covey Center for the Arts. The project manager and superintendent were very knowledgeable and communicated the progress of the job in an effective manner. Hogan did whatever was needed to keep the project moving and avoided any timeline issues.*

**- Dick Blackham**  
**Provo City Facilities Mgr.,**  
**801-319-4419**  
**[dblackham@provo.org](mailto:dblackham@provo.org)**



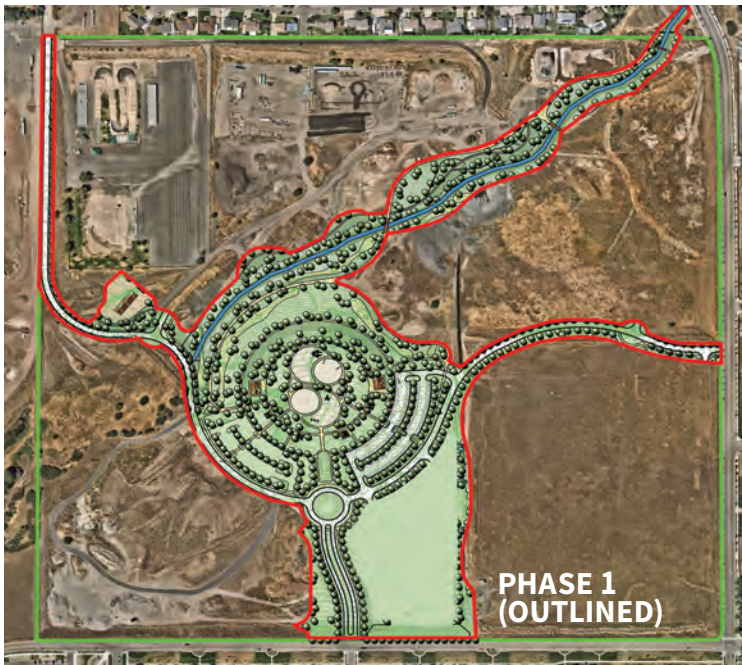
Due to the uncertainties surrounding the impact of the COVID-19 pandemic upon the supply and cost of construction materials for your project, and the availability of skilled labor to perform the work required for your project, acceptance of this proposal is conditioned upon revisions to the contract documents satisfactory to the Proposer that specifically provide for additional contract time and costs that are reasonably related to the pandemic, including, but not limited to, delays in manufacturing, delays in delivery, delays due to insufficient manpower, extended general conditions costs, increase manufacturing costs, increased delivery costs, increased labor costs, etc.



# 4.4 - PROJECT EXPERIENCE & REFERENCES

## SALT LAKE COUNTY BINGHAM CREEK REGIONAL ACTIVITIES PARK -

SOUTH JORDAN, UT

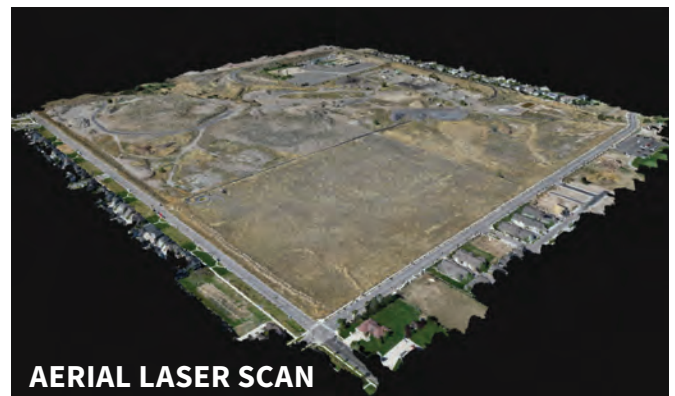


Due to our quality work and relationship with Salt Lake County from the Wardle Fields Regional Activities Park, Hogan & Associates Construction was selected as the CM/GC for the **160-acre Bingham Creek Activities Regional Park**. Once complete, this regional park will be the largest park in Salt Lake County--30 percent larger than Sugarhouse Park and twice the size of Liberty Park, both in Salt Lake City.

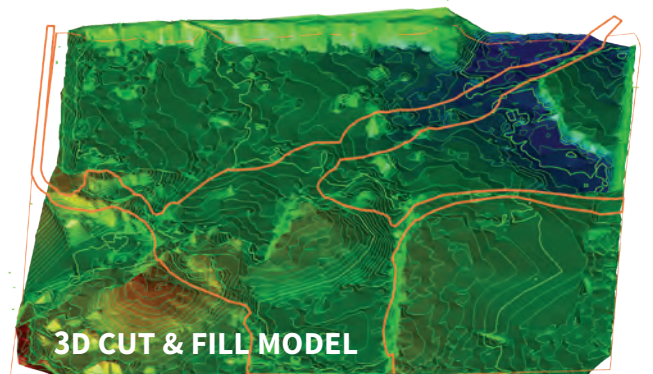
**Phase 1 park improvements (now underway at a cost of \$8.8M) will consist of the mass excavation of the project, and includes essential infrastructure (roads, parking lots and a maintenance facility).** Later in this phase the multi-purpose sport fields, a destination playground & other playgrounds, a disc golf course, restrooms, and **biking** and other multi-use trails will be installed.

Future phases should include: a destination splash pad, tennis courts, **pickleball courts**, additional multi-purpose sport fields--including a championship field, **bike skills course**, volleyball courts, **basketball courts**, open lawn space, and additional trails. Special care during the project for the Bingham Creek riparian-zone restoration is critical. Working with the County and its environmental partners with the ecological rehabilitation, Hogan will restore a major section of this waterway back above ground and in a natural state.

Hogan's construction crews have recently mobilized at the former Welby Pit and are completing the mass grading of the much-anticipated outdoor activities tract. The first phase of the 160-acre Bingham Creek Regional Activities Park's construction is a 65-acre portion will be complete Fall of 2022.



AERIAL LASER SCAN



3D CUT & FILL MODEL



# SALT LAKE COUNTY WARDLE FIELDS REGIONAL ACTIVITIES PARK -

BLUFFDALE, UT

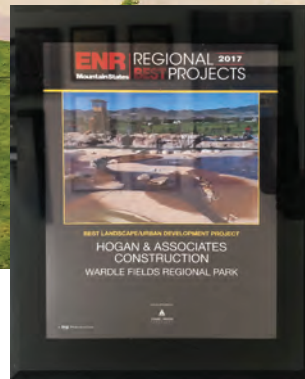


At a cost of \$9.6 million, this 41-acre, Class-One destination park features a splash pad with geysers and a waterfall. Two zip lines for racing. A three-quarter-mile walking loop. These are among the amenities at Wardle Fields Regional Park, at the site of the old Wardle farm in Bluffdale, Utah.

The project also a spacious playground, along with two multipurpose sports fields, a full-size basketball court with six hoops, a 300-ft-long artificial bouldering wall, a 20-ft-high net-climbing pyramid and a 25-ft-tall fire-watch tower equipped with slides. More competitive visitors can enjoy the park's 16 pickleball courts. Pickleball, which combines aspects of badminton, tennis and ping-pong, is one of the fastest-growing sports in America.

The park's most popular activity for children is getting wet, in both the splash pad area and below the boulder wall, which has water spurting from it. That's why one of the park's most important environmental features is its water conservation system. Each day, water is captured from the splash pad, then treated to irrigate the grass and the more than 300 trees.

An environmental feature of this park is the underground cisterns used to store the used water from the splash pads. That water is then used to irrigated the lawns, saving both money and valuable water. Dealing with the splash pad's runoff, in fact, represented one of the project's biggest design challenges.



The team eventually settled on an innovative water reuse system that stores 325,000 gallons per day in underground tanks and then draws water out through a complex system of pipes, pumps, ultraviolet ray filter, and controllers and reused to irrigate the park's expansive landscaping. The lead designer, Think Architecture, says the resulting system incorporates a new approach that requires an electronic communication system operating between separate controllers to monitor and operate the splash pad, water treatment and irrigation systems.

## THE PARK INCLUDES THE LARGEST PICKLEBALL COMPLEX IN UTAH





# SOUTH OGDEN BURCH CREEK PARK -

SOUTH OGDEN, UT



As CM/GC, Hogan is providing construction services for Burch Creek Park in South Ogden City. Located on open space abutting the eastern and southern sides of Burch Creek Elementary, the 13-acre new park will feature eight pickleball courts, a playground, a small water feature, a labyrinth, outside exercise equipment, community gathering spaces, and more.

The budget was tight due to revenue bond funding, and the city received monies from the special 0.1% county sales tax earmarked for recreation projects, state funds, and more.



## PROJECT HIGHLIGHT

*Our first estimate of Landmark's program design was \$6.8M, so we working with them and South Ogden City by providing cost-saving ideas and constructability suggestions to eliminate the \$1.3M and provide the type of park desired by the city.*

**% VALUE MANAGEMENT SAVINGS TO BUDGET:**

**24%**



# SOUTH OGDEN CLUB HEIGHTS PARK -

SOUTH OGDEN, UT



Hogan was recently the low bidder for the expansion of Club Heights Park for the City of South Ogden. The project is a park addition of approximately five (5) acres that features four playgrounds, two picnic pavilions, grass play areas and landscaping, a water feature (similar to the city's Burch Creek Park, which Hogan is completing), extensive site concrete, a retention basin, and a parking lot. We are working with the landscape architecture team of Landmark Design and have a completion date of June 1, 2021.



## ADDITIONAL SIMILAR PARK PROJECT FEATURES

Hogan has built, most with our own crews, many versions of the following items that are typical to public parks and plazas.



**SMALL SPLASH PADS**



**LARGE SPLASH PADS**



**SIGNAGE**



**SHADE STRUCTURES**





**STAIRS & SITE CONCRETE**



**AMPHITHEATER SEATING**



**SKATE PARKS**



**ACTIVITY AREAS**



**PARK BOWERIES**



**PERGOLAS & SEATING ELEMENTS**



**EXTENSIVE LANDSCAPING**



**METAL & WOOD BRIDGES**



# ADDITIONAL PARK PROJECTS



## CLEARFIELD FISHER PARK -

CLEARFIELD, UT



## CLEARFIELD CENTRAL PARK -

CLEARFIELD, UT







## QUINN'S JUNCTION ATHLETIC PARK -

PARK CITY, UT



## BOUNTIFUL MAIN PARK IMPROVEMENTS -

BOUNTIFUL, UT

# PARK/PLAZA PROJECT REFERENCES

**SOUTH OGDEN CITY**  
Matt Dixon, City Manager  
801.388.4667  
[mdixon@southogdencity.com](mailto:mdixon@southogdencity.com)

**BOUNTIFUL CITY**  
Lloyd Cheney,  
Public Works Dir./City Engineer  
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*We would be happy to supply further client references upon request!*

# 4.5 - PROJECT APPROACH & INNOVATIVE IDEAS

## SITE MANAGEMENT PLAN

As this project will be “FRONT & CENTER” for South Weber City, with the new expansion being built onto the existing Canyon Meadows Park. We will help with the “community relations” of the new park addition, as it will exist for the enjoyment of residents. During construction, one of our main goals will be safety of the public and our workers! However, safety begins during pre-construction. For the Canyon Meadows Park (West) Phase 1, our team will examine both the site’s neighboring houses for potential safety challenges. **One example is that many of the neighboring houses that surround the site do not have their own fences (see photo, below). We will have to install a secure safety fence around the perimeter, for there may be small children in these homes that may be interested in the construction taking place. We will also have fences/barricades where the new park construction borders the existing park. Another issue will be how to make sure the large earthmovers enter safely into the neighborhoods.** Our safety plans will be in place before construction begins. We will also create a logistics plan (materials delivery, removal, schedules, etc.). From a well-considered plan, Hogan’s Superintendents and Safety Foreman will both continually implement comprehensive protection procedures and safety practices. For a brief overview, Hogan’s risk mitigation plan will include:

1. **PUBLIC ACCESS** - Continued user-ability for the site during construction. Public and private facilities on the site will remain open, safe and functional.
1. **CONSTANT COMMUNICATION** - Our superintendent will check in with the City’s point-of-contact to go over the day’s activities and check to see if they interfere with City operations.
2. **EMERGENCY CONTACTS** - Cards and posters with 24-hour contact information our team will be disseminated to allow City staff and neighbors to reach us in case of a serious situation or concern.
3. **SITE** - The construction area will be completely blocked off to keep the public from accidentally entering the area.
4. **FENCES** - All construction trailers, materials, parking, and deliveries will be located within a 6’ fenced, and panelized perimeter that will be inspected daily and locked after hours.
5. **COORDINATION** - We will coordinate safety and security of the site with the South Weber City Police and Fire Departments.
6. **WORKERS** - Construction workers will wear appropriate personal protective equipment while on the site.
7. **BACKGROUND CHECKS** - Hogan is the only Utah CM/GC that performs background checks on our employees. Our dedication to your patients’ and staff’s safety is unmatched.
8. **LIGHTING** - Any unsafe or dark areas can be illuminated at night. This helps keep our construction site secure and provides lighting for pedestrians.
9. **CLEANLINESS** - We will not have an unorganized, dirty site. Trash will be picked up daily.
10. **PEDESTRIANS** - When needed, we provide safety personnel to assist pedestrians to ensure safe travel for the public.
11. **ENVIRONMENTAL** - We monitor and control chemical fumes, gases, dust, and other contaminants. We also abate noise, so to not unnecessarily disrupt our neighbors.
12. **SIGNAGE** - Safety and directional signs will provide clear directions for safety restrictions or the best routes for traffic around the construction area.
13. **LARGE DELIVERIES** - A flag person will ensure that large delivery trucks will be brought on site and unloaded during “safe” time periods. Hogan also schedules extra-heavy or large deliveries during off hours.
14. **HOGAN EMPLOYEES & SUBCONTRACTING PERSONNEL** - Hogan has a ZERO tolerance policy for drug or alcohol use, smoking/vaping, and inappropriate/unprofessional behavior.



## PROJECT SCHEDULING SUMMARY

South Weber City’s Canyon Meadows Park Expansion (Start) March 25, 2021 to (Finish) September 30, 2021	
<b>Pre-Construction / Design Phase:</b>	<i>End dates shown below</i>
Concept Design/Review Workshop	March 25, 2021
Prelim. Design/Review Workshop	April 5, 2021
Final Design & Review Workshop	April 21, 2021
Review of CDs	April 23, 2021
100% Construction Documents	April 23, 2021
CM/GC Bid Period/Bid	May 10, 2021
City Council GMP Approval	May 25, 2021
<b>Construction Phase:</b>	
Mobilization	May 26, 2021
Erosion Control / Wetland Protections	May 28, 2021
Excavation/Grading	June 9, 2021
Relocate/Install Underground Utilities	July 13, 2021
Underground MEP	July 15, 2021
FRIP Footings/Slabs - Courts	August 12, 2021
Post-Tension Courts	August 17, 2021
FRIP Footings/Slabs - Bike/Pump Track	August 26, 2021
MEP Rough-ins / Finish Trim	August 31, 2021
Install Sports Equipment/Specialty Items	September 22, 2021
Parking Lot / Site Hardscape	September 23, 2021
<b>Close-Out Phase:</b>	
Start-up / Commissioning	September 30, 2021
Substantial Completion	September 30, 2021

*Note: The schedule provided in this proposal is the first version of the master schedule mentioned in this section, which will be created in consultation with South Weber City and Jones & Associates. The dates shown above are subject to change.*



## PROJECT COMMUNICATION PLAN

Hogan believes communication and information management are key determinants in the success of a project. Our team will be available to attend city council, recreation board, and public meetings, as well help with the communications plans developed by South Weber City.

During our over 75 years, we have developed communications policies and tools to keep projects on schedule and budget. An effective team needs a unified vision. Hogan uses Procore™, a cloud-based construction management software application that provides streamlined communication and documentation. It is accessible by Hogan, South Weber City, Jones & Associates, and subcontractors, allowing them communicate and coordinate from any web-connected device, increasing project efficiency and accountability. Meeting notes, plans, questions and answers, emails, photos, and more can be instantly shared across the team.

Weekly “Owner-Architect-Contractor” (OAC) meetings allow Hogan, South Weber City, and Jones & Associates to work together with proactive planning, attention to detail, and to mitigate problems quickly. The easiest way to slow the progress of construction is a passive flow of information. On-site communication is just as important. Weekly on-site superintendent/subcontractor meetings will have mandated attendance. This meeting helps subcontractors know what is expected of the entire subcontracting group and what is required for schedule and quality. Hogan treats all subcontractors as critical team members, and we all work together to meet deadlines even when one may fall behind. It is imperative that these meetings are open, honest and those important discussions occur. It is our goal to present timely updates as not to delay construction.

We will coordinate with City employees assigned to monitor our performance and encourage them to attend our weekly meetings and inspections. We believe frequent and open communication is key to successful project completion. It is our policy to respond quickly to requests for information; we work closely with the architect and engineer to expedite such requests.

## WE BELIEVE IN OPENNESS & TRANSPARENCY

Hogan has an “open book” policy that our clients appreciate. Most CM/GC firms regard the financial details of a construction project (estimates, value engineering ideas, bids, etc.) as confidential — not Hogan.

Our transparent accounting and line-item budgeting tracks every detail, and we’re ready to share the information with South Weber City and Jones & Associates. We grant clients access to all construction documents from the inception of the project. **You will know where every dollar is spent!**

During final billing, the City will receive a detailed cost summary of the project and all savings will be returned to you. **Money left in the contingency fund is yours, not ours.** We are proud to provide savings—even from our typically lower contingency percentages—after projects are complete.

A Guaranteed Maximum Price, or GMP, protects the City to only have to pay for the agreed-upon construction cost; not a penny more. The GMP includes a contingency determined in conjunction with the City. Hogan recognizes this contingency as your money and all unused amounts will be returned 100% to the City as a deductive change order at the end of the project. The contingency is not a profit center for Hogan and we do not propose shared savings arrangements. **It’s the money of South Weber City taxpayers!**

This GMP becomes the “schedule of values” and basis for the application for payment. It will include all fees, reimbursable costs, allowances, permits, insurance, bonds, and all other costs.

One goal of Hogan’s team is to manage charges against the contingency and keeping them to an absolute minimum! Hogan will provide input and corrections that can eliminate the vast majority of change order requests. Our expertise and processes in estimating costs and developing practical solutions will help eliminate half of all change order requests before they reach the City.

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## TIGHT BUDGETS DEMAND COST-SAVING EFFORTS

Hogan provides the following pre-construction expertise and services:

1. *Cost Estimating*
2. *Constructibility Analysis*
3. *Value & Life Cycle Analysis*
4. *Risk Analysis & Mitigation*
5. *Site & Existing Conditions Analysis*
6. *Building Information Modeling*
7. *Schedule Development*
8. *Bid Packaging*
9. *Construction Phase Sequencing*
10. *Site Logistics Planning*
11. *Disruption Avoidance Planning*
12. *Small/Minority Business Outreach*

13. *Subcontractor Pre-qualification*
14. *Multiple Bid Package Planning*
15. *Project-Specific Safety Plans*

## REPUTATION AND COMMITMENT

Because we have the unique capacity for both Construction Management AND General Contracting services, we provide a complete range of general contracting services:

1. *Cost Monitoring & Control*
2. *Self-Performed Work*
3. *Risk Mitigation / Safety Planning*
4. *Quality Management*
5. *Construction Schedule Control*
6. *Subcontractor and Vendor Management*
7. *On-Site Problem Solving*
8. *Document Control*
9. *Project Accounting*
10. *Project Close-Out & Commissioning,*
11. *Owner Move-in & Warranty Management*



# FIXED COST EXPERIENCE

## HOW DOES HOGAN PROVIDE SUPERIOR COST CONTROL DURING PRE-CONSTRUCTION?



### STEP 1:

## HOGAN EMPLOYS ESTIMATORS WITH RELEVANT INDUSTRY EXPERIENCE

South Weber City has a budget for the Canyon Meadows Park expansion on one side of the scale and a vision on the other. The challenge is to get the two sides to balance and deliver the right project at the right price.

Hogan Construction performs what we call “**KNOWLEDGE-BASED ESTIMATING**,” which means that our pre-construction group has either built projects in the field or have spent years as estimators with critical subcontractors. Most other firms grab any warm body they can—mostly inexperienced graduates of local CM programs—and put them to work endlessly completing quantity take-offs. A comprehensive pre-construction effort on the Canyon Meadows Park needs much more than that!

Once selected as South Weber’s CM/GC, Hogan quickly provides a preliminary cost opinion of the park’s expansion’s cost. Based upon our evolving yet precise database of values, Hogan’s pre-construction team will assign all trade categories a basic budget/dollar allocation or a “cost per square foot” distribution to each element of the park project.

Our efforts begin from the first conceptual estimate and then accurately tracks costs through the entire pre-construction and construction phase. This includes all equipment, materials, and manpower. We have information from all 468 CM/GC projects we have completed, as well as from all the projects we have recently “low bid.” This unit price information collection allows us to have the most accurate and up-to-date cost data possible.

### SPECIFIC SUBCONTRACTOR OUTREACH

One of CM/GC’s great benefits is that, during the CM bid, the subcontractor selection would be a group process between Hogan, South Weber City, and Jones & Associates. All three would work together carefully select—through means of an open, competitive process—cost-conscious trade subcontractors capable of meeting the project’s budget, schedule, and quality demands. It’s ultimately the City’s decision on who to use, and they don’t have to base it only on the low price.



### STEP 2:

## HOGAN PROVIDES AN INITIAL COST PER SF ESTIMATE YOUR BUDGET

WITH THE GOAL OF MATCHING IT UP AGAINST

Using an approximate calculation of the budget for the Canyon Meadows Park’s expansion, this method enables South Weber City to see how significantly areas of the project or specific materials will affect the budget. If the park’s soil balance were of utmost importance due to drainage and public use issues, for example, assigning it a “mini-budget” allows the City/Recreation team, Hogan, and Jones & Associates to strategize what approach and cost-saving options we can use within this fixed budget line item.

Suppose, continuing the example, that the park’s soil balance issues are more significant than anticipated—if we encounter a void or an unknown utility line. The costs to mitigate the issue may be more than the original “mini-budget.” To stay within the City’s budget limit, the money to pay for it must come from the other systems or materials in the building rather than increasing the budget.

At that point, Hogan and Jones & Associates will perform in-depth cost and benefit studies of all the other park features to save money and not reduce the overall project quality. Switching to different cost-effective methods likely will solve the budget issue.

What makes Hogan different in this regard is our ability to self-perform earthwork, which allows us to provide cost-saving ideas in pre-construction. Money shouldn’t be needlessly spent “in the ground”—Hogan gives clear and detailed site excavation volume reports include cut/fill, sub-grade, strata, and over-excavation, and topsoil removal/replacement volumes.

As a regular part of our CM/GC service, our estimators determine the sum of soil volume to “cut” and “fill,” determining to add or remove soil. The best solution is to balance the site to minimize the amount of material you import to or export from the job site by lowering or raising elevations. Soil volume analysis is a proven way to save costs.

As a full-service CM/GC, Hogan develops trade bid package scopes of work that subcontractors can understand, conduct pre-bid meetings and site tours and work with South Weber City, and Jones & Associates West to address questions and issue addenda.

Further, we work to make sure bidders thoroughly understand the scope of work required and are qualified/capable. We can issue an RFP the bike track, for example. Qualifying bidders this way can ensure South Weber City has a subcontractor in place with the specific experience and the ability to perform the job



## STEP 3:

# FLUID AND CONTINUAL **COST** INFORMATION TO HELP **THE TEAM** MAKE INFORMED **DECISIONS!**

For the construction of parks, despite their relative simplicity compared to “vertical” projects, there is no one-size-fits-all answer. Each one is slightly different, and every project is unique. What works in South Weber may not work in other parts of Utah. *Hogan continues our services by performing our **TARGET VALUE DESIGN** process.*

We consider this a “productive partnership” where the design and construction teams (Jones & Associates/Hogan) work side by side. We take the “mini-budgets” we assigned earlier to each component of the project (*such as the aforementioned soil balance example*) and track the costs on a unit price basis. Our goal is we eventually meet our target budget for each budget line item. This provides the City and Jones & Associates with accurate information when selecting features and amenities. Both will have a clear understanding of how every choice will impact the final budget.

Hogan provides weekly cost updates and information to Jones & Associates, accurately tracking costs through the entire pre-construction phase—*not just at the 30-60-90 percent design completion deadlines*. This enables the team to make informed decisions about design options quickly.

With this cost information trove, Jones & Associates can continue to be very disciplined in their design approach. As Hogan receives the drawings, this continual cost analysis will be critical for the entire project team to know how design decisions affect the budget, timeline, and quality. By always knowing where we stand concerning the City’s budget limit, Jones & Associates will develop cost-effective plans and specifications that stay within budget.

to your satisfaction. The subcontractors' proposals would also contain their pricing—and Hogan would be able to check their bid for completeness.

Hogan, South Weber City, and Jones & Associates could call references and visit some projects that these key subcontractors have done to see their work firsthand. This can easily take place—for all the subcontractors that propose in a CM bid are researched for about two weeks to see if they have any legal, manpower, bonding, and other issues before the final decisions are made.



## STEP 4:

# ONGOING **CONSTRUCTIBILITY** REVIEWS & ANALYSIS REDUCE **COST & RISK**

While Hogan’s team performs detailed estimates, the management team is performing constructibility reviews and analysis. For Hogan, constructibility is a review of construction processes from start to finish during the entire pre-construction phase. Our goal is to identify impossible/impractical requirements and obstacles and prevent errors, omissions, delays, disputes, change orders, and cost overruns.

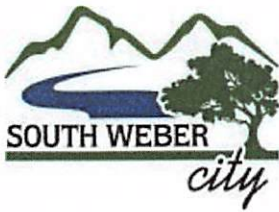
Our team constantly looks at the site, as-builts, new plans, specifications, and bid documents to save money and avoid risk. Unlike other firms, Hogan does an official preliminary review at the 60% stage. During this phase, the multiple benefits provide a more significant opportunity for our team to familiarize themselves with the project, check the buildability, and give some preliminary value engineering feedback.

Large problems are more challenging and more expensive to fix at the 90 or 100% phase when most other firms perform this work. One example would be checking for discrepancies between architecture drawings and engineering drawings. Additionally, there may be hesitation to make significant value engineering changes once the design moves past the 60% milestone.

The Project Manager and Superintendent review the site and plans together, thinking through building sequence and process. By analyzing each step, they find possible conflicts, schedule challenges, and other problems that can be solved early.

At the 85 percent completion level and 95 percent, Hogan’s team also reviews the contract documents to identify errors, omissions, and conflicts in plans, specifications, quantities, work items/activities, operational constraints, and payments. This “Bid-ability Review” is part of our process, which our studies show an additional savings of approximately **1.25 percent** of the project budget.

This Subcontractor RFP allows us to control the selection of the most important subcontractors on your Canyon Meadows Park expansion. Hogan will contact targeted and local subcontractors directly to make sure your project will have the best firms available. Additionally, an RFP allows those firms not on our pre-qualified list to become eligible, as long as they meet the criteria for selection.



# CROSSHATCH PROPERTIES DEVELOPMENT PROCESS

## STEP BY STEP PROCESS

### \*1 – CITY COUNCIL

Concept Plan  
Conceptual Parameters of  
Development Agreement

### 2 – PROPOSAL/APPLICATION

Rezone, Plans, Agreement

### 3 – STAFF REVIEW

Plans

### 4 – PLANNING COMMISSION

Public Hearing:  
Rezone, Agreement  
Preliminary Plat & Plan  
Final Plat & Plan

### 4 - CITY COUNCIL

Final Plat & Plan, Agreement, Rezone

## LEGISLATIVE/POLICY DECISIONS

Rezone  
Development Agreement

## CODE APPLICATION

Preliminary & Final Plat  
Preliminary & Final Development Plan

## PROPOSAL COMPONENTS

### DEVELOPMENT AGREEMENT

Draft Agreement  
Public Hearing at PC  
PC Recommendation  
Council Approval

### REZONE

Public Hearing at PC  
PC Recommendation  
Council Approval

### PRELIMINARY PLAT & IMPROVEMENT PLANS

PC Approval

### FINAL PLAT & IMPROVEMENT PLANS

PC Recommendation  
Council Approval

\* Step 1 is the only difference from the standard development process.  
Concept plans are usually presented to City staff, not City Council.