

# Harrisville City

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Harrisville, UT 84404  
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Request for Proposals: CM/GC for new construction of the Harrisville City Public Works Complex

Date: October 10, 2022

Reply to:  
Matt Robertson  
Jones & Associates Consulting Engineers  
Harrisville City Project Manager  
AND  
Jennie Knight  
City Administrator

Pre-Proposal Meeting: Wednesday, October 19, 2022 at 11:00 am, MDT  
Harrisville City Offices  
363 Independence Blvd, Harrisville, UT

Proposal Deadline: Thursday, October 27, 2022 at 5:00 pm, MDT  
Electronic submission

Harrisville City (City) is accepting proposals from qualified Construction Manager/General Contractor (CM/GC) firms interested in submitting qualifications and costs for the construction management and general contracting of the Harrisville City Public Works Complex located at approximately 1750 North 750 West in Harrisville City. It is mandatory that all interested parties attend the Pre-Proposal Meeting identified above. All questions after the Pre-Proposal Meeting must be submitted through Matt Robertson via email. Under no circumstance shall the CM/GC contact the City or Architect after the Pre-Proposal meeting other than through the City's designated representative.

City will make the Request for Proposals (RFP) available to any interested parties through their Project Manager's website: [jonescivil.com](http://jonescivil.com). Interested parties are responsible for monitoring the website for information concerning the RFP and any Addendum issued.

Proposals will only be accepted as a PDF emailed to the Project Manager at [matr@jonescivil.com](mailto:matr@jonescivil.com) **AND** to Jennie Knight, the Harrisville City Administrator, at [jknight@cityofharrisville.com](mailto:jknight@cityofharrisville.com). Provide a maximum file size of 10Mb, *as well as a separate PDF of the Proposer's Fee Proposal*. The city will accept an electronic (PDF) copy of the Proposal on a USB drive in lieu of, or in addition to, an emailed version. The city will not accept any proposal submitted by facsimile, hard copy, or any method other than that stated in the RFP. Any proposal that is received after the due date and time will not be accepted. If it becomes necessary to revise the RFP, in whole or in part, an Addendum

will be issued via email to all registered Pre-Proposal attendees (General Contractors only).

The City reserves the right to award a contract based solely upon the merits of the initial proposal, without an interview or further presentation by the proposers. In light of this possibility, proposers should present the most complete qualification and experience information as possible. If the City deems necessary, a few CM/GC's may be selected, based on the selection criteria, to interview and present to the city. The CM/GC selected will be expected to begin work no later than November 15, 2022.

The information provided herein is intended to assist proposers in the preparation of Proposals necessary to properly respond to this RFP. The RFP is designed to provide interested proposers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data therefrom. Proposers are at liberty and are encouraged to expand upon the specification written herein.

Harrisville City will not be liable for any costs proposers may incur in the preparation or presentation of this Proposal. Harrisville City reserves the right to cancel or modify this Request for Proposals at any time it deems necessary, in its sole discretion, that such measures are in the City's best interest. Harrisville City reserves the right to reject any or all proposals received. Furthermore, Harrisville City shall have the right to waive any informality or technicality in proposals received, when in the best interest of Harrisville City. Harrisville City reserves the right to segment or reduce the scope of services and modify the contract in the best interest of Harrisville City."

All provisions of the agreement must be in compliance with established State and Local laws and ordinances of the State of Utah and its political subdivisions.

We look forward to reviewing your proposal and to working together with the selected team in the successful development of the project.

Sincerely,

Matt Robertson  
Jones & Associates / City PM

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## **1 INTRODUCTION AND OBJECTIVE**

Harrisville City intends to design and construct a new Public Works Complex to meet the growing needs of the city. The new Complex will be located at approximately 1750 North 750 West in Harrisville City. The physical building components may include: Administrative and Shop / Maintenance Facility; Vehicle and Equipment Storage Building; Salt, Sand & Materials Storage Facility; Truck Wash. Typical site improvements shall include, but are not limited to: public and staff parking areas; vehicle staging & maneuvering space; outdoor covered and open storage; concrete paving, sidewalks and other flatwork, subsurface utilities; landscape; site lighting, etc. A geotechnical report has been performed and is included with this RFP.

It is the intent of Harrisville City to utilize open, undeveloped land owned by the city as part of a multi-phase development effort which would result in a comprehensive civic campus. The first phase of this campus is the Public Works Complex, and subsequent phases include a City Hall, Police and Community Recreation facility, as well as outdoor recreation spaces. *The scope of this RFP is limited to the Public Works Complex and does not consider the greater civic campus at this time.*

The city seeks to hire a qualified CM/GC to assist the city through design and construction completion. Jones & Associates has been retained by Harrisville City as the Civil Engineer and overall Project Manager. Blalock & Partners has been retained by the city as the Public Works Complex Project's Architect for complete design and construction administration services. The CM/GC shall work proactively with Jones & Associates, the Architect and City Staff to design and construct a project within the approved construction budget.

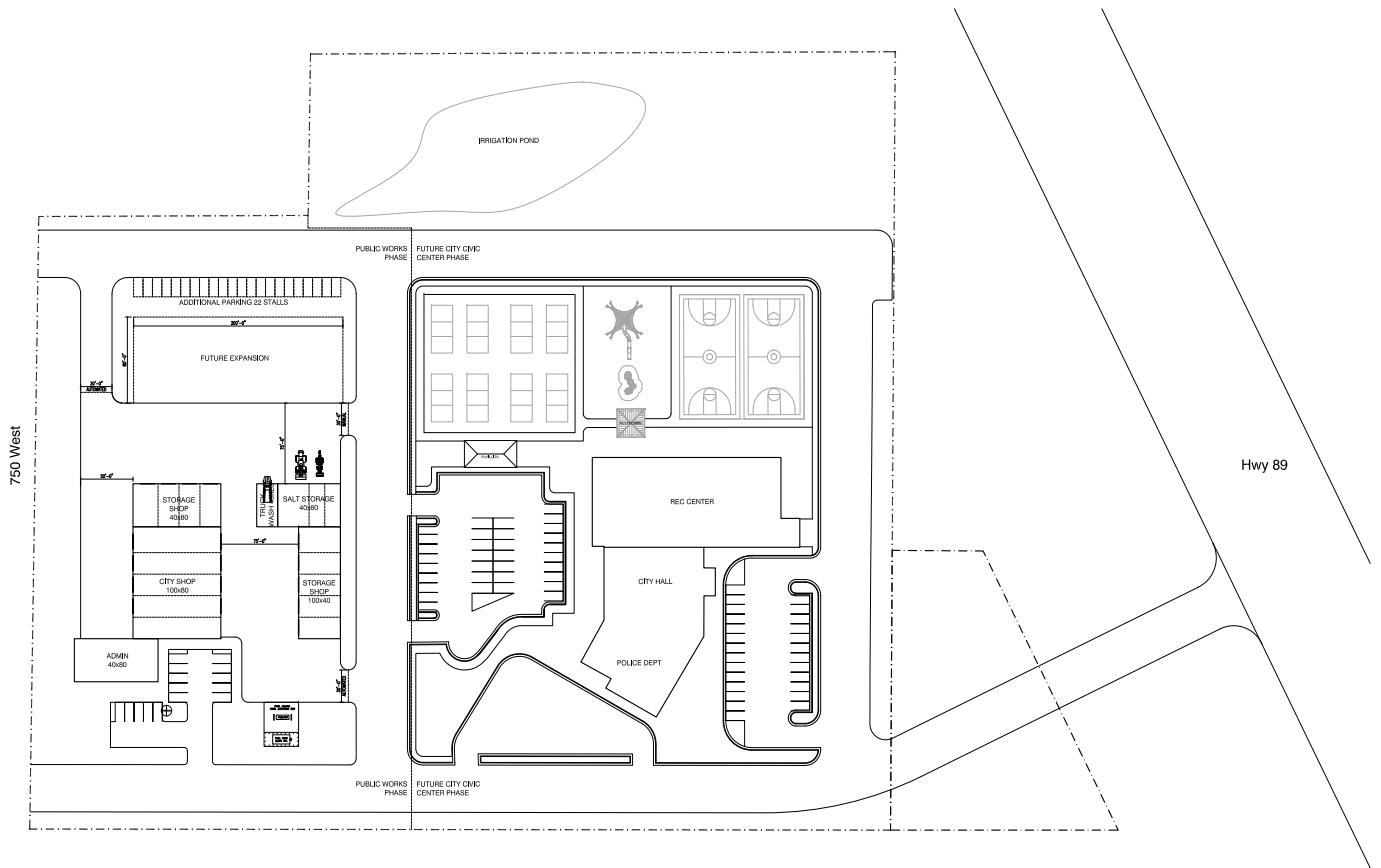
Early cost studies indicate a construction budget for the physical buildings and associated site development in the range of \$6,500,000 - \$7,000,000, which is higher than originally anticipated, and the city is still working through budget allocations. Accurate early construction cost estimating is a critical scope for the selected CM/GC to assist the city in realistic construction cost budgeting.

## **2 SCOPE OF PROJECT**

The new Public Works Complex will be located at the west portion of the property at 1750 North 750 West, with the remainder of the property dedicated to future Harrisville City development. Physical improvements are estimated as follows:

- SITE WORK: approximately 150,700 SF of improved site area, plus two access roadways forming a perimeter "loop road" with subsurface utilities supporting both the Public Works Complex and the future Civic Campus. At the Public Works Complex, a perimeter security fence and (2) automated vehicle gates are anticipated. A back-up generator is required and storm water detention measures will need to be incorporated;
- ADMINISTRATIVE BUILDING: approximately 3,600 GSF administrative space for open and private offices; Crew Rooms and conference spaces; gear / locker areas; restroom & support spaces. This building may or may not be connected to the shop / maintenance facility, and an open, unfinished second level is anticipated to accommodate future expansion;
- SHOP / MAINTENANCE FACILITY: approximately 8,000 GSF (80'x100') with (5) pull-through bays for vehicle maintenance and storage; insulated, glazed overhead sectional doors used with a pre-engineered metal building (PEMB) designed to accommodate an overhead bridge crane and fluid distribution;
- TRUCK WASH: approximately 1,040 GSF single, pull-through bay large vehicle wash facility, likely constructed of CMU, Cast-In-Place Concrete or pre-cast concrete panels;
- VEHICLE STORAGE: approximately 4,000 GSF for vehicle & equipment storage (fully enclosed); five (5) single-entry bays likely constructed as a PEMB structure with overhead radiant heat;
- STORAGE SHOP: approximately 3200 GSF three-sided structure, with roof covering, accommodating four (4) single-entry open bays – likely a PEMB structure;
- SALT / SAND STORAGE: open, covered structure with four (4) single-entry bays used for salt, sand and misc material storage;
- FUEL ISLAND: (1) Diesel and (1) Unleaded pump with access / distribution at each side; double-walled above-grade fuel storage tanks (quantity to be determined);

Conceptual Site Development Diagram provided on the following page, as well as additional project information.



○ Harrisville City Public Works

*CONCEPTUAL SITE PLAN illustrated above – for reference only*

## EXISTING SITE AND UTILITIES

The CM/GC is encouraged to review the Geotechnical Survey prior to submitting their Proposal. The Project Site will connect to 750 West at two vehicle entry points, with the main (south) entry drive continuing to the east with a connection to HWY 89. A north/south drive connects the two new vehicle access drives and utility infrastructure will follow this route, looping back to 750 West. The site will require all new utility infrastructure: gas, power, water, sewer and storm water management, including detention. A primary water service line is anticipated to connect between 750 West and Highway 89.

An abandoned well is identified at the southeast corner of the site, which will be capped prior to the commencement of this project.

## SERVICE ACCESS / CONSTRUCTION ACCESS & STAGING

The Site should provide ample room for construction of the new planned facilities as well as access and staging for the CM/GC. A safe worksite must be maintained at all times. Worksite safety is the responsibility of the CM/GC. The CM/GC will be required to fence, or otherwise temporarily enclose, the site during construction to prohibit / control public access.

Emergency vehicle access must be maintained by the CM/GC and subcontractors at all times to and from the existing and the new planned facilities.

## UNIDENTIFIED OR UNKNOWN RISKS

Other unidentified or unknown risks may exist. Unknown or unidentified risks and potential mitigation will be identified, coordinated and resolved in a timely manner between the city, the Architect and the CM/GC.

It is required that the CM/GC will engage in detailed discussions over key constructability issues, including construction sequencing, access to the infrastructure, etc. before the design is finalized, thereby reducing risks during construction.

## CM/GC WORK PHASES

The CM/GC Work for the Project consists of Three Primary Phases: A Pre-Construction, or Design Phase, a Bidding Phase, and the physical Construction Phase. Though not expected, the city reserves the right to terminate services with the selected CM/GC at any time in the process. Additional information about these phases is provided below.

### CM/GC DESIGN PHASE SERVICES

The Preconstruction or Design Phase Services generally includes, but is not limited to: providing assistance to and coordinating with the City and the City's contracted Architect for the Schematic, Design Development and Construction Documents phases; constructability reviews; providing recommendations for specific language to incorporate into the Construction Documents; a conceptual Construction Schedule; Construction Cost Estimates at major project milestones; other unspecified tasks as they arise that are needed for a full and complete design of the project. The CM/GC is expected to provide timely reviews and suggestions on the means & methods of construction to assist the Design Team with cost-effective solutions. The CM/GC will be required to do takeoffs using design drawings. Engaging with suppliers and subcontractors to provide feedback on costs and availability is encouraged to increase accuracy with cost estimating.

In general, tasks may include: attending design coordination meetings; providing input & recommendations; commenting and providing objective feedback on materials and methods identifying and proposing mitigation for potential conflicts and risks; assisting

the City with risk management; providing the City with detailed construction cost estimates and proposed cost control measures; constructability reviews; staging & construction sequencing strategies; material procurement strategies; construction schedule development; design drawing and constructability reviews and other items and areas related to the constructability of the Project. The CM/GC shall assist the City and the City's contracted Architect in maintaining the Project's construction costs within the proposed construction budget and scheduling for the duration of construction to keep within the project schedule.

The CM/GC is not allowed to proceed into construction until the City agrees that the price provided, as part of a guarantee to complete the project, or a portion of the project, (and independently evaluated) is fair, reasonable and defendable.

More specific items of scope under this phase shall include but are not limited to:

**DESIGN:**

During the Design Phase, the CM/GC shall be expected to assist and advise the City and the City's contracted Architect, as follows:

- a) As to the constructability and expected construction costs associated with the proposed Schematic Designs and Overall Site Plan, using the Architect's Schematic building plans, sections and elevations, virtual models, perspective sketches, etc. At the onset of the CM/GC's engagement, the Architect will present the Schematic Designs and overall Site Plan to the Project Team Members, including the CM/GC, for input and feedback.
- b) Provide recommendations regarding site development strategies, including, but not limited to: Excavation, landscaping & irrigation systems; foundation drainage systems; asphalt, concrete flat work and related finished site conditions; curb, gutter and storm drainage systems, including on-site retention; site utilities and buried infrastructure improvements.
- c) As to language and specific information to be incorporated into the final Construction Set of documents for Bidding and Construction purposes.
- d) Provide regular Cost Estimates to coincide with the Project's design milestones (SD, DD, 30% CD, 60% CD & 90% CD) to ensure the proposed design aligns with the City's allocated construction costs. Prior to commencing construction, the CM/GC shall provide Harrisville City with a Guaranteed Maximum Price (GMP) for City approval.

## **PROJECT COORDINATION:**

1. Assist the City and Architect in identifying multiple qualified pre-engineered metal building (PEMB) suppliers to engage in a proactive design-build effort. It is anticipated that the PEMB scope and supplier will be identified prior to a formal GMP, but competitive bidding is still required.
2. Coordination with the City's Project Manager, Jones & Associates, and Project Team Members, including the City's contracted Architect, in all design phases of the Project, according to the Project Approach and Project Schedule submitted by the Architect and accepted by the City. Throughout the design phase of the Project, City expects/anticipates that design coordination meetings could be held weekly, biweekly or every three weeks, depending on timing for different phases of the work. For estimating purposes, proposing firms should assume a minimum of 8-10 Project Team meetings as well as an additional 5-6 coordination meetings with the Design Team. Any meetings will be in addition to all regular phone calls, emails or other necessary communication and coordination needed during the design phase of the Project.
3. Coordination with the City's contracted Architect beginning at the completion of the Schematic Design level by the Architect. Coordination will include CM/GC review of construction materials, means and methods, cost estimating, project phasing, etc.
4. Coordination for all Permitting, Inspections, Public Utilities (natural gas, power, water, etc.) and other similar requirements.
5. Assist/advise the City's contracted Architect with Preparation of Construction Documents. The Construction Documents will include complete Project Drawings and Specifications and Contract Documents that establish, in detail, the quality, quantity and levels of materials and systems required for construction of the Project. Presentation of 30%, 60%, and 90% Construction Documents will be provided by the Architect to the City for review. The Construction Documents will be in sufficient detail at 90% for the CM/GC to produce a preliminary Guaranteed Maximum Price (GMP) to construct the overall Project. Construction Documents at 100% will be used by the CM/GC to present to and negotiate with the City for a final Guaranteed Maximum Price to construct the Project. At all stages, the Architect will provide a review of the proposed GMP provided by the CM/GC on behalf of the City and provide comments and recommendations accordingly.

## **CMGC BID PHASE SERVICES & REQUIREMENTS**

1. Prior to and during the Bid Period, the CM/GC will provide recommendations on bidding / subcontractor climate, updates on bid responses, format questions from

prospective bidders and generally work proactively to encourage a strong project coverage.

2. CM/GC shall issue Bid Documents and manage the bid duration, subcontractor questions and bid collection process.
3. At the conclusion of the Bid Period, the CM/GC shall provide the following:
  - a. A Bid Summary, which shall identify all of the responses received and the recommended subcontractor for each major trade or discipline. The Bid Summary must be formatted in a clear & comprehensive manner to be easily understood.
  - b. All subcontractor bids must be provided, disclosed and otherwise openly identified. The CM/GC shall offer their recommended subcontractor team from the qualified bids received. Any recommended subcontractor who is not the apparent low bidder shall be evaluated and approved by the CM/GC, Architect and City prior to the CM/GC finalizing the GMP and/or awarding to the subcontractor.

Please provide any additional details, information or recommendations that the CM/GC firm suggests be included or evaluated by the City as part of the CM/GC Proposal review process.

#### CM/GC CONSTRUCTION PHASE SERVICES

This phase of the Work generally consists of the CM/GC furnishing and installing all Work as required by the Contract Documents. (Please note that the Work of the Construction Phase may be bid in multiple stages or phases, depending upon the CM/GC's recommendation relative to cost and achieving the desired construction completion date.) The CM/GC shall construct, provide assistance to, and coordinate with, the City and the City's contracted Architect for the complete construction of the Project which includes but is not limited to: new buildings, site work, etc. as described herein and shown on attached exhibits, and as represented in the design plans, as well as other unspecified tasks as needed for the full and complete construction of the Project. It is expected that the CM/GC shall provide all of the above for all aspects and needs of the Project during the construction phase.

More specific items of scope under this phase shall include, but are not limited to:

#### **CONSTRUCTION:**

1. Complete Project Construction – The CM/GC shall provide complete construction of the Project throughout the duration of the construction phase of the Project. This shall include but not be limited to: all home offices and or in the field personnel, equipment, labor, tools, overhead, etc. necessary to successfully complete construction of the Project in a timely and efficient manner. This Work shall commence on the date of Notice to Proceed and continue through

construction, closeout and up to the date of final acceptance of the Project by the City. The construction period is anticipated to be approximately **12 months**, but the Proposer is encouraged to identify the expected construction duration, whether it is longer or shorter, than the duration identified. The city may not proceed directly into construction immediately after the design period, but with recommendations from the CM/GC and Architect, to target the most ideal timeline for competitive bidding. Construction of the Project will include all costs associated with General Conditions.

2. Construction Supervision and Management – The CM/GC shall provide complete construction supervision and management services throughout the duration of the construction phase of the Project. This shall include but not be limited to: all home offices and or in the field personnel, equipment, labor, tools, overhead, etc. necessary to successfully complete construction of the project in a timely and efficient manner. This Work shall commence on the date of Notice to Proceed and continue through construction, closeout and up to the date of final acceptance of the Project by the City.

Throughout the construction phase of the Project, the City anticipates that construction coordination (OAC) meetings would be held biweekly but meetings may increase, decrease or be held remotely depending upon the phase of construction. These OAC meetings will be in addition to all regular phone calls, emails or other necessary communication and coordination needed during the construction phase of the Project

3. Self-Performed Work – The CM/GC will be allowed to self-perform work. This work must be billed for at actual cost incurred plus the CM/GC Multiplier. Actual costs for self-performed work will be subject to audit. No billing rates will be allowed. The CM/GC must specifically state in the Management Plan proposal what self-performed work they might expect to execute and for which they are well-qualified (i.e. concrete flat work, building erection / framing, landscaping, excavation, etc.).

The CM/GC must bid out its self-performed work. The CM/GC's bid will need to be submitted 24 hours in advance of the subcontractor bid deadline and will then be evaluated by the City and Architect and must be determined to be the best value bid for the self-performed work to be awarded to the CM/GC.

The CM/GC can propose to self-perform work that was not proposed in the Management Plan proposal provided that this work is completed in a competitive bid or value-based selection process and advertised as would normally be required. The cost of any work that is self-performed, including allowed markup, will be part of the established GMP.

4. Subcontracted Work – The CM/GC will be allowed to subcontract work. This work must be billed for at actual cost incurred plus the CM/GC Multiplier.

Actual costs for subcontracted work will be subject to audit. No billing rates will be allowed. The CM/GC must specifically state in the Management Plan proposal what work they intend to subcontract out (i.e. concrete flat work, building erection, landscaping, civil site work, etc.).

The CM/GC must bid out its subcontracted work. The subcontractors' bids will then be evaluated by the CM/GC, the City and the Architect and must be determined to be the best value bid for the subcontracted work to be awarded to a particular subcontractor.

## BUDGET AND FINANCES

**PROJECT BUDGET:** The Project Budget is the Project's overall, comprehensive budget, including construction, design, FF&E, procurement, etc. as determined by Harrisville City. The City, the Design Team and the CM/GC agree to work together to keep the cost of the Project within the Project Budget.

**CONSTRUCTION BUDGET:** Establishing the Guaranteed Maximum Price (GMP) – The CM/GC shall provide the City with a Guaranteed Maximum Price (GMP) which is the final price that the CM/GC agrees to accept in full performance of a Construction Manager/General Contractor Agreement (CM/GC Agreement) and is based on the final Contract Drawings and Specifications. The GMP shall include all fees and percentages required by this RFP, as well as the costs for General Conditions and all work as required in the Contract Documents. The formula for establishing the GMP, including the anticipated CM/GC Fee Structure is identified within Section 3 FEE PROPOSAL.

Please note that since the work may be completed in project phases and, potentially, Bid Packages, the successful CM/GC will be required to submit a GMP for each of these phases and/or packages of the Work. The sum or total of all the GMPs for these phases of the Work shall be the final GMP. Except for the Design Phase Fee, all other GMPs for phases of the Work shall become part of the CM/GC Agreement by modification. The final GMP is normally determined at the completion of the Contract Documents and receipt of subcontractor's bids. However, a GMP may be negotiated at an earlier point as may be needed by the City, and if agreed upon by the CM/GC.

## CONTINGENCIES & ALLOWANCES

**Construction Contingency - \$300,000:** The City and CM/GC will maintain a Construction Contingency during cost estimating and throughout the course of construction. For the purposes of this RFP, the Construction Contingency has been established at: \$300,000. The amount of the contingency may be adjusted, up or down, upon discussions with the entire Project Team, and/or after design & construction milestones are achieved, and the City may elect to incorporate additional elements into the Project using any contingency money. These project additions would be incorporated via formal Change Order, in which case the CM/GC shall provide construction costs and schedule impacts, if any, associated with the proposed change. This Owner controlled Contingency will be

in an amount, determined by the City, and inclusive in the overall Project budget, to properly account for potential increased cost due to changes in the work, made at the discretion of the City, that were not anticipated by the City and are beyond the control of the City and or the CM/GC at the start of the program and for possible cost escalation(s), if any. The Owner-controlled Contingency is a fund allocation intended to cover, but is not limited to, the following:

- a. Owner directed design or scope changes;
- b. Design revisions, changes or clarifications not represented in the Construction Documents used as the basis of the GMP;
- c. Design errors or omissions;
- d. Bid anomalies;
- e. Unforeseen conditions encountered during construction;

**Escalation Allowance - \$50,000:** The City acknowledges that the current construction climate is challenging relative to material procurement and agrees to carry a value of \$50,000 for potential escalation in material costs. This Allowance would be a line item within the GMP and, if used, shall include CM/GC fees, markup, overhead & profit, expenses, etc. within the allocated \$50,000.

**Winter Conditions Allowance - \$50,000:** The project construction start date is anticipated in early Summer 2023 with a proposed construction duration of 12 months. The City has established this Allowance to address any weather-related circumstances that may have an impact on the project's construction schedule. A request by the CM/GC for costs associated with managing a weather-related event shall include the CM/GC fees, profit & overhead expenses, etc. within the \$50,000 allocation.

Ultimately, use of Construction Contingency is at the discretion of the City and, at the conclusion of Construction, any unused funds, allowances or contingency dollars, whether identified within the Construction Documents or by the CM/GC, shall be retained by Harrisville City.

## CONTRACTS

1. **CM/GC Contractual Responsibility** – The CM/GC shall provide construction expertise and contract management and to be contractually responsible for price, schedule and quality during construction.
2. **CM/GC Contract** – It is anticipated that the City and the selected CM/GC will enter into a two-part contract for the proposed Work on the Project. Award of the Project and approval to enter into a Contract with the selected CM/GC may only be approved by the Harrisville City Council. The initial phase of the Contract shall be for the Pre-Construction scope. The City reserves the right to not enter into the second phase of the Contract for general construction.

3. Insurance and Bonds – As a contract is awarded and then proceeds, the CM/GC must furnish the City with all appropriate Bonds and Insurance as required by the Contract Documents, including but not limited to appropriate insurance, Bid Bond(s), Performance Bond(s), Payment Bond(s), etc. Insurance must be at least equal to statutory limits and Bonds must be for the full value of design phase services and or construction costs for the scope of work to be completed.

#### MISCELLANEOUS:

1. Disadvantaged Business Enterprise (DBE) and Buy American – The CM/GC will be encouraged to seek out and incorporate DBE and Buy American principles and practices, as much as is practicable, although these are not requirements of the City, nor of the funding for the Project.

#### GENERAL INFORMATION

1. CM/GC Qualifications – The selected CM/GC firm shall be responsible to ensure that all personnel working under this Project be qualified through training, experience, and appropriate certification for the tasks assigned and shall have a working knowledge of industry best practices and pertinent laws in the State of Utah. The selected CM/GC firm agrees to make the personnel available to complete the work on the contract at whatever level the Project requires.
2. Progress Payments – Progress payments may be requested with this work. Progress payments during the Pre-Construction Phase are expected at regular monthly invoicing. Progress payments during the Construction Phase will be paid monthly based upon the percentage of actual work completed to date, and in accordance with the Construction Documents. These progress payments shall be reviewed and approved by the Architect and City's Project Manager via monthly Applications for Payment. Penalties may be assessed for failure to perform in a satisfactory manner or within the allotted time frame of the Contract.
3. Applicable Federal and State Regulations – The selected CM/GC firm shall conform to all applicable local, state and federal regulations including, but not limited to, having a current professional license to perform this work in the State of Utah.
4. Authorization to Begin Work – A Notice to Proceed may be issued by City only after the Project is awarded and the Contract is signed by all parties and returned to City.
5. Required Proposal Contents – Proposals must contain all information identified under Guidelines for Preparing Proposal.

6. Proposal Evaluation Procedures – The Proposals will be evaluated by the City in accordance with the criteria described under Proposal Selection Process.
7. Conditions of Proposal – All costs related to the preparation of Proposals and all related activities are the sole responsibility of the CM/GC. City assumes no liability for any costs incurred by CM/GC firms throughout the entire Proposal process.
8. Disposition of Proposals – Proposals become the property of the City, and are treated as privileged documents, and are disposed of according to City policies, including the right to reject any or all Proposals. The Proposal of the successful CM/GC firm shall be open to public inspection for a period of four years after completion of the contracted work. Proposals of CM/GC firms who are not awarded a contract shall also be open to public inspection and will be destroyed after two years from when the contract is executed with the selected CM/GC firm.

If the CM/GC selected for award has required in writing the nondisclosure of trade secrets and other proprietary data so identified, the City Contact shall examine the request to determine its validity prior to award of a contract. If the parties do not agree as to the disclosure of data in the contract, the City Contact shall inform the selected CM/GC in writing what portion of the Proposal will be disclosed and that, unless the CM/GC withdraws their Proposal, it will be disclosed. If the CM/GC withdraws their Proposal, the CM/GC will not be awarded the contract.

### **3 FEE PROPOSAL**

Cost Proposals shall be submitted to the Project Manager and City Administrator in a separate PDF emailed to [mattr@jonescivil.com](mailto:mattr@jonescivil.com) and [jknight@cityofharrisville.com](mailto:jknight@cityofharrisville.com) by the proposal deadline.

Proposed Project Cost Form For:

**Harrisville City Public Works Complex - CM/GC**

NAME OF PROPOSER

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DATE

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The undersigned, responsive to the "Harrisville City Public Works Complex - CM/GC Request for Proposals" and in accordance with this "Request for Proposals" for the aforementioned Project, propose the following Fees at the prices stated below. This price is to cover all expenses incurred in the performance of the services as outlined herein and in our proposal of which this Project Cost Form is a part:

I/We acknowledge receipt of the following Addenda issued during the Pre-Proposal period:

ADDENDA

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**Design Phase (Pre-Construction) Services Fee** - For all work during the pre-construction (Design Phase) period, I/we agree to perform for the lump sum of:

DOLLARS

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

**Construction Manager / General Contractor's General Conditions** - For the General Conditions associated with executing the Work as a part of the Construction Phase of the Contract, I/we agree to perform for the LUMP SUM of:

DOLLARS

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

WHICH IS BASED UPON A **MONTHLY** GENERAL CONDITIONS COST OF:

DOLLARS

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

The GENERAL CONDITIONS SHALL INCLUDE THE FOLLOWING, AS A MINIMUM. THE CONTRACTOR MUST SHOW AN ITEMIZED LIST OF THE ITEMS INCLUDED IN THEIR GENERAL CONDITIONS.

#### GENERAL CONDITIONS

- Temporary Facilities (Project Sign, Safety, Security, Storage, Perimeter Fence, etc.)
- Construction Photos (regular photo documentation and online sharing with project team)
- Field Office (GC's office, supplies, office equipment, Construction Management software/online portal, etc.)
- Mobilization (mobilization and demobilization)
- Communication (internet service, cell phones, etc.)
- Temporary Utilities and Services (gas, water, electric, portable toilets, etc.)
- Erosion control / Street Cleaning [NOTE: SWPPP and NOI to be provided by Subcontractor)
- Clean-up / Support (dumpster, daily clean-up, weather protection, final clean, etc.)

**Construction Supervision and Management Fee** (includes Contractor's Overhead and Profit). NOTE: if Construction Supervision is a monthly expense based upon personnel, this shall be specifically identified by the Proposer in the Fee Proposal, or noted as included in the Proposer's General Conditions.

For all work during the Construction Phase of the Contract for the supervision and management of the Project, I/we agree to perform for the percentage of the Cost of Construction (agreed upon GMP):

\_\_\_\_\_ PERCENT ( \_\_\_\_\_ % )

In case of discrepancy, written amount shall govern

**Contractor's Performance & Payment Bond and Insurance** - For all work during the Construction Phase of the Contract, I/we agree to provide Bond & Insurance coverage based upon the indicated percentage of the Cost of Construction (agreed upon GMP):

\_\_\_\_\_ PERCENT ( \_\_\_\_\_ % )

In case of discrepancy, written amount shall govern

**Contractor Change Order Markup** - For all work added to the contract by Change Order above and beyond the Construction Budget, I/we agree to add not more than 5% to the subcontractor/ supplier costs for the additional work. Contractor shall be

entitled to additional General Conditions costs if there is documented justification for a schedule adjustment (i.e. documented impact to critical path activities). An adjustment to the schedule will be accepted only after any allocated schedule "float" has been used.

**Owner's Liquidated Damages Clause:** 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 **\$500 per calendar day** for each day after expiration of the Contract Time as stated in the CM/GC Agreement.

**City's Construction Budget:** The City's Construction Budget for this project is expected to be in the range of \$6,500,000 - \$7,000,000. With the cooperation of Harrisville City and the Architect, the undersigned will continue to work with due diligence to provide a Guaranteed Maximum Price (GMP) within the overall Construction Budget.

**Fee Structure for GMP:** Harrisville City will use the following approach (addition of line items below) for determining the Guaranteed Maximum Price:

<b>1</b>	CONSTRUCTION SUBTOTAL: Divisions 02 – 33	\$ _____
<b>2</b>	GENERAL CONDITIONS:	[Value established from Fee Proposal]
<b>3</b>	BONDS & INSURANCE:	% of Construction Subtotal + GC's
<b>4</b>	FEE (OVERHEAD & PROFIT):	% of Construction Subtotal + GC's
<b>5</b>	CONTINGENCIES & ALLOWANCES:	\$400,000
<b>CONSTRUCTION TOTAL / GMP:</b>		<b>\$6,500,000 - \$7,000,000</b>

NOTE: The values for Contingency & Allowance categories will incorporate associated CMGC fees & expenses (Line Items 3 & 4 above). The Pre-Construction Fee will NOT be a part of the GMP.

The undersigned Contractor's License Number for Utah is:

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This Fee Proposal shall be good for 45 days after Proposal submission.

Upon receipt of Notice of Award of this Fee Proposal, the undersigned agrees to execute the contract within thirty (30) days, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract upon final agreement of a GMP.

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

Respectfully Submitted:  
(Printed Name of Proposer)

Organization Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Each person and or entity submitting a proposal specifically acknowledges, both individually and on behalf of the submitting entity, that they have inspected the project site and understand that this Project may include exposure to natural elements, inclement weather, icy, slippery and/or wet conditions, uneven surfaces and other possible hazardous conditions associated with building construction. Furthermore, all information provided with a submitted proposal is a true and accurate representation of ability to perform the work outlined.

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CM/GC Firm Representative

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Date

Prices stated include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.

CM/GC shall enter into a Professional Services Agreement with the City and an Agreement approved, including the stated estimate and scope of services.

## 4 ANTICIPATED SCHEDULE

An outline of preliminary project milestones is as follows:

SCHEMATIC DESIGN: November 01, 2022

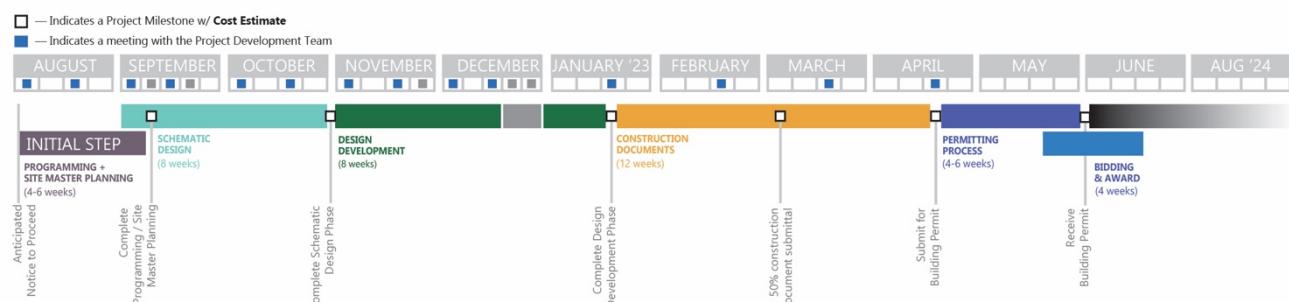
DESIGN DEVELOPMENT: January 26, 2023

CONSTRUCTION DOCUMENTS: April 20, 2023

PERMIT / BID DOCUMENTS: May 19, 2023

CONSTRUCTION START: June 05, 2023

CONSTRUCTION COMPLETION: July 01, 2024



## **5 PROPOSAL OUTLINE & MINIMUM REQUIREMENTS**

All proposals must be organized into Sections and labeled accordingly as outlined below. If they are not organized into sections, they may be rejected. Each section must clearly and fully address the subject and be understandable. Failure to do so will negatively impact the evaluation of your submitted RFP.

- a) Cover Letter** – Include in this cover letter a primary contact. Names and telephone numbers of others who are authorized to represent the company in dealing with this RFP. An expression of the Construction Manager / General Contractors ability and desire to meet the requirements of this RFP. A statement that the Consultant will adhere to all standards and specifications of the City, County, and State. Provide a commitment to work closely with the City with respect to permitting, design, and construction management. Any other information not appropriately contained in the proposal should also be included.
- b) Firm Background** – Please provide the background of your firm as it relates to the preconstruction services, construction management and leadership for this new SFCN facility.
- c) Project Management Approach** – The proposed approach should constitute the major portion of the RFP and must include the following:
  - i. A statement of your understanding of the project and a general description of your proposed pre-construction approach to project scope.
  - ii. A description / work plan of the CM/GC tasks associated with the meetings & deliverables outlined in the Anticipated Schedule during the pre-construction phase. The CM/GC may propose an alternative schedule, if desired, with their recommended pre-construction approach.
  - iii. Describe your firm's approach to quality control management, managing the overall construction schedule and managing subcontracted work.
  - iv. Describe your firm's experience working with a Design Architect. Include any experience specific to the CM/GC delivery method, and in particular, experience working with public entities.
  - v. In addition to the specific service proposals specified above, identify and/or recommend any additional or innovative services provided by you that may be related to or helpful to a comprehensive delivery of the proposed project.
- d) Team Organization Chart** – Provide an organization chart demonstrating work and communication flows. Provide a resume for Key Personnel with experience and expertise of each person. Describe the team's experience

on similar projects. Include in the resumes a brief description of the roles and responsibilities on each project cited.

- i. Identify any special knowledge or skills provided by your company that may be related or helpful to the services requested herein.
- e) Relevant Project Experience:** Please provide your most recent experience on similar sized projects that have been completed in the last 8 years. In addition, please provide for each project the following information:
  - i. Initial budget of the project – final cost of the project and if there is a significant difference between the initial budget and the final cost please explain;
  - ii. Initial schedule delivery date – final delivery date and if there is a significant difference in the initial delivery date and the final delivery date please explain;
  - iii. Contractors contact name, phone number, email and address for the person who was responsible for the project to the client;
  - iv. Letters of recommendation or awards received for the work completed;
  - v. Photographs;
  - vi. Please list the members of your proposed company who worked on the project and what their specific role was on the project.
- f) References** – The proposer shall submit a minimum of four (4) references. If possible, these should be of similar City's or institutions, requiring a similar scope of work. Provide the name of the City, institution or company, phone number, business address and contact person. References must be provided for specific projects where the Project Manager, Project Superintendent and/or Project Estimator / Preconstruction Manager worked in those respective roles. References are NOT required for each proposed individual.
- g) Fee Proposal** – Submit a fee proposal outlining the proposed scope of services, tasks that are included in this RFP. The fee proposal shall be emailed in a separate PDF.

## **6 CRITERIA FOR SELECTION**

Proposals will be evaluated and a shortlist established using the following criteria:

- Firm Background
- Project Management Approach
- Relevant Project Experience
- Schedule
- Key Personnel
- References
- Fee Proposal

The selection committee may include some or all of the following participants: Public Works Director, Harrisville City Mayor, City Council Members, City Manager, Jones & Associates Project Manager, Blalock & Partners' representatives.

## 7 STANDARD CONTRACT TERMS AND CONDITIONS

### INDEMNIFICATION

The CM/GC agrees to defend, indemnify and hold Harrisville City, its officers, officials, employees, and agents (collectively the "Indemnities") free and harmless from and against all losses, claims, liens, demands, lawsuits, judgments, or liability including but not limited to general liability, automobile, and professional errors and omissions arising out of the negligent acts, errors and omissions, of the consultant in performing the services described including the amount of judgment, penalties, interest, court costs, and legal fees incurred by the Indemnities or any of them in defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of, but not limited to, taxes, claims, liens, debts, personal injuries, death or damages to property (including property of indemnities). The CM/GC further agrees to; investigate, handle, respond to, provide defense for and defend any such claim, demand or cause of action at its sole expense, and agrees to bear all other costs and expenses related thereto, and release, indemnify, and hold the City, its officers, officials, agents and employees harmless from liability of any kind or nature, including the CM/GC's use of any copyrighted or un copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of this contract.

Harrisville City is a governmental entity under the Governmental Immunity Act and waives no defenses, limits of liability or other rights.

### OWNERSHIP OF DOCUMENTS

Harrisville City owns and may use in any way the City deems necessary all implemented plans, reports, data, documents, electronic media, and all other instruments of professional service, regardless of medium or content, prepared by or on behalf of Consultant for City.

### DAMAGES

Project must be completed and delivered to the City according to the timelines negotiated and agreed upon. Timing is of the essence for this project. Contractor agrees that the City will suffer damages if completion sequences agreed upon are not met. The parties acknowledge it will be difficult to ascertain the actual value of the damages suffered, so Liquidated Damages will be assessed to cover those damages. The CM/GC will compensate the City in the amount of five hundred dollars (\$500.00) for each calendar day or part thereof that expires after each completion sequence, for damages, penalties, extra fees or losses that the City may incur due to a late delivery of the completed construction. The City shall be entitled to deduct and retain Liquidated

Damages out of any money which may be due or become due to the Contractor. To the extent that the Liquidated Damages exceed any amounts that would otherwise be due the Contractor, the Contractor shall be liable for such amounts and shall return such excess to the City.

## INSURANCE

Worker's Compensation insurance, sufficient to cover all employees in the employ of the Consultant during the term of the contract including any renewal thereof must be maintained. Coverage amount should be as required by Utah Workers Compensation Laws. All subcontractors are required to also carry Workers Compensation insurance as specified above. The City will require employees from companies who choose to not carry Workers Compensation insurance, (three or less employees) to obtain a Workers Compensation Waiver Form from the State of Utah.

The following commercial general liability insurance must be submitted with limits not less than:

1. General Aggregate \$3,000,000
2. Products - Comp/OPS Aggregate \$2,000,000
3. Personal and Advertising Injury \$ 1,000,000
4. Each Occurrence \$1,000,000
5. Medical Expense (any one person) \$ 5,000.

Professional Liability Insurance. Per Claim/Aggregate: \$2,000,000

Automobile Liability Insurance. Contractor shall obtain automobile liability insurance with limits of not less than \$1,000,000 Combined Single Limit per accident. Coverage shall apply to any auto.

Insurance needs to include Project Name with the location and description of the project. Insurance must name as the certificate holder; Harrisville City, its elected officials, appointed officials, officers, employees and volunteers.

Coverage is for all operations performed by or on behalf of the named insured. Harrisville City will assume no liability for the Contractor including any of the Contractor's representatives, employees, or properties.

Insurance provided is required to be primary and noncontributory.

Proof of coverage must be provided before work can begin, and the Contractor agrees to provide proof of insurance upon demand by the City throughout the terms of the contract. The insurance must have a 30-day written cancellation notice. If any of the required insurance coverage is cancelled or lapses, the City may at the City's discretion, obtain substitute coverage at reasonable rates. The City may deduct the cost of such coverage, plus 10% for administrative charges, from any monies that are owing to the Contractor.

#### INDEPENDENT CONSULTANT

It is understood and agreed by the parties that the CM/GC is to act in the capacity of an independent Consultant and as such will have no authorization, express or implied, to bind Harrisville City to any agreements. CM/GC's officers and employees shall not be considered as employees or officers of the City and shall not be entitled to any employee benefits as City employees as a result of the execution of this agreement.

#### ASSIGNMENT

The CM/GC shall not assign this agreement or assign, pledge transfer, or otherwise dispose of its interest or this agreement, without the specific consent of the City, and that no such assignment, pledge, mortgage, transfer, or other disposition shall relieve the CM/GC of its obligations hereunder, nor shall such an assignment of other disposition terminate any such claim or defense which the City may have. Harrisville City may assert any claim or defense it may have against the CM/GC against any such assignee.

#### LICENSE

The CM/GC must be properly licensed for the service(s) provided, including a business license and will provide all licenses before work can begin.

#### WORKFORCE

The CM/GC agrees to register and participate in a status verification system such as E-Verify, to verify the work eligibility status of the CM/GC's employees who are employed in the state. The CM/GC further agrees to have each subcontractor who works for or under him/her, certify by affidavit that the subconsultant has verified through a status verification system the employment status of each new employee of the respective subcontractor.

#### STANDARD OF CARE

Services shall be performed in accordance with the skill and care ordinarily exercised by members of the same profession performing the same or similar services at the time CM/GC services are performed. CM/GC shall, at his/her sole expense, reperform any services not meeting this standard.

#### TAXATION

It is understood and agreed that the CM/GC shall pay and discharge all license fees, assessments, sales, use, property and other tax or taxes lawfully imposed, as indicated in Utah Code Ann. §59-12-104 (as amended).

#### CONFLICTS OF INTEREST

It is understood and agreed that no officer or employee of Harrisville City has or shall have any pecuniary interest, direct or indirect, in this agreement or the proceeds thereof. No officer or employee of the CM/GC or any member of their families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises CM/GC's operations, or authorizes funding of payments to the CM/GC.

#### NON-DISCRIMINATION/AFFIRMATIVE ACTION

The CM/GC agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability. This agreement may be canceled if the Consultant fails to comply with the provisions of these laws and regulations.

#### LAW

This contract shall be governed by the laws of the State of Utah.

#### DEFAULT

If either party fails to perform its obligations, the other party may give written notice specifying the nature of the failure, and requesting the defaulting party to remedy it. If the default is not corrected within thirty (30) days of the notice date, the non-defaulting party may pursue the remedy provided herein, and

without waiving that remedy, it may terminate this agreement. If the failure reasonably justifies faster action, the notice may require correction within thirty (30) days, and the non-defaulting party may take reasonable action to protect its interest. If the failure is one that reasonably requires more than thirty (30) days to correct, the correction period shall be extended beyond thirty (30) days, so long as the defaulting party promptly commences to correct the default and diligently pursues it to completion.

In the event either party needs to enforce the terms of this agreement by suit or otherwise, the party at fault shall pay the costs and expenses incident thereto, including a reasonable attorney's fee.

#### ENTIRE AGREEMENT

This Agreement, together with the attachments hereto, contains the entire Agreement between the parties, and supersedes all prior agreements, and oral or written representations with respect to the subject matter hereto, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written Agreement, shall be binding or valid. This Agreement may not be enlarged, modified, or altered except in writing, signed and dated by the parties.