

**REQUEST FOR PROPOSALS**  
**Construction Manager/General Contractor**  
**Preconstruction and Construction Services**  
Ogden Airport Terminal Expansion  
RFP 22-20



Ogden Airport  
3909 Airport Road  
Ogden, UT 84405

March 25, 2022

**REQUEST FOR PROPOSALS**

**Release Date:** **March 25, 2022**

**Location:** 3909 Airport Road, Ogden, Utah

**Requested Services:** This procurement is for selection of a Construction Manager / General Contractor (CM/GC) to provide Phase 1, Preconstruction Services including but not limited to cost estimating, constructability review, scheduling, construction planning and bidding, and Phase 2, Construction Services for the Ogden Airport Terminal Expansion Project.

**Request for Proposals** RFP documents, including the selection requirements and the selection schedule are available only on the Ogden City Purchasing website: [www.ogdencity.com/264/Purchasing](http://www.ogdencity.com/264/Purchasing)

**Mandatory Pre-Proposal Meeting and Site Visit:** **Tuesday, April 5, 2022 @ 10:00 AM, MDT**  
Email: [lynnhinrichs@ogdencity.com](mailto:lynnhinrichs@ogdencity.com) for help.  
Ogden Airport Terminal Building  
3909 Airport Road  
Ogden, UT

**Proposal Deadline:** **April 19, 2022 @ 2:00 PM**

**Send to:** **Ogden City Corporation**  
Attn: Purchasing Office  
c/o 1<sup>st</sup> Floor, Information Desk  
2549 Washington Blvd.  
Ogden, UT 84401

Ogden City is requesting sealed proposals from qualified CM/GC firms licensed in the State of Utah interested in submitting qualifications and costs for construction management and general contracting of the Ogden Airport Terminal Expansion.

Offeror must attend in person the MANDATORY PRE-PROPOSAL MEETING on April 5, 2022, at 10:00 AM MDT. Meeting will be at the Ogden Airport Terminal Building, 3909 Airport Road, Ogden, UT. Mandatory Pre-proposal meetings must be attended in person by an authorized representative of the person or vendor submitting a proposal response. The meeting will begin promptly at 10:00 AM. Any prospective offerors who arrive late to the meeting will not be allowed to continue with the meeting nor submit a proposal response. Failure to attend the meeting shall result in the disqualification of any offeror that does not have an authorized representative attend the entire duration of the mandatory meeting. This includes not taking calls/text during the meeting. Phones may be used to take pictures. All discussion not

related to the meeting must be done after the meeting as to not be a disturbance during the meeting. An attendance log will be maintained including the name of each attendee, the entity the attendee is representing, and the attendee's contact information, minutes of the meeting, and copies of any documents distributed by the conducting procurement unit to the attendees and shall be published as an addendum to the RFP. Any verbal modifications made to any of the solicitation documents during the mandatory pre-proposal meeting shall be reduced to writing and will be published as an addendum to the RFP.

All questions after the Pre-Proposal meeting shall be submitted to [purchasing@ogdencity.com](mailto:purchasing@ogdencity.com).

Under no circumstances shall Contractors or their agents contact Ogden City employees, selection committee members, or Board Members, or externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the Agreement resulting from this solicitation. Ogden City, in its sole discretion, may disqualify CM/GC in violation of this paragraph.

Ogden City will make the Request for Proposals (RFP) available to any interested parties through the Purchasing web site <https://www.ogdencity.com/264/Purchasing>. Interested parties are responsible for monitoring the website for information concerning the RFP and any addenda issued.

Technical proposals responses will only be accepted with five originals submitted to Ogden Purchasing, at the address listed, including a separated PDF Cost Proposal Response. 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 provided to all proposers on record through the Ogden City Purchasing web page. Proposals will not be opened nor reviewed before closing of the proposal deadline.

Ogden City may award a contract based solely upon the merits of the initial proposal, without an oral commentary by the CM/GC. Considering this possibility, contractors should present the most favorable price and service available. If Ogden City deems necessary, CM/GC's may be selected based on their proposal to interview and present to the Selection Committee. The CM/GC selected will be expected to begin work by April 2022.

The information provided herein is intended to assist CM/GCs in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested contractors 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.**

Ogden City is not liable for any costs CM/GC's may incur in the preparation or presentation of their proposal. Ogden City reserves the right to cancel the RFP without awarding a contract. Or reject any proposal that is not responsible, does not meet the minimum mandatory requirements outlined in this RFP, has engaged in unethical conduct, or fails to sign a contract within 90 days after the contract award, or a time authorized in writing.

All provisions of the agreement must follow established State and Local laws and ordinances of the State of Utah and its political subdivisions. Additionally, Federal rules and regulations will apply to this contract as explained herein.

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

# Ogden City Corporation

## Request for Proposals

### CM/GC Services for the Expansion and Remodel of the Ogden Airport Terminal Building

#### 1. INTRODUCTION AND BACKGROUND

The Ogden Airport Terminal was constructed in the 1940's, in an art modern style and has been updated over the years but has remained functional as the airport terminal for the Ogden Regional Airport. For much of the past, the airport has been a significant private plane base along with flight training and many private hangars. Over the past decade, the airport has introduced commercial airline service through one carrier and has now added a second commercial carrier. The upgrades in this project will allow the terminal to be expanded to accommodate additional commercial service and update the terminal for improved functionality and continued use into the future. A phased approach to construction will allow for continued operation through the construction process. Ogden City Corporation is requesting sealed proposals from qualified CM/GC firms knowledgeable in public buildings, airport facilities and phased construction.

#### 2. SCOPE OF PROJECT

Ogden City anticipates using a CM/GC delivery procurement method for this Project and expects to select the CM/GC at the conceptual design level. It is anticipated that the CM/GC will provide multiple detailed construction estimates during the design phase and an itemized Guaranteed Maximum Price (GMP) at the 100% construction drawing level.

For the purposes of preparing Proposal documents, Ogden City expects/anticipates that coordination meetings will be held at 30%, 60%, 90%, and 100% during the Design Phase. Additionally, the CM/GC may be expected to participate in 8-12 additional coordination meetings with the Design Team as required, for a complete project understanding. These meetings will be in addition to all construction meetings, phone calls and email coordination as needed.

Conceptual site layout and building layouts are provided in the appendices for reference.

#### **General Project Components**

The project consists of the following conceptual components, but not necessarily limited to the following:

- Holding Room Expansion:
  - Increase seating capacity to accommodate 2 flights simultaneously
  - Increase restroom capacity
  - Additional space for TSA screening
  - Add fire protection
- Emergency Vehicle Storage:
  - Expand to allow 2<sup>nd</sup> ARFF Truck

- Terminal Remodel:
  - Remodel Basement for training room, add second egress
  - Relocate and expand ticketing line
  - Remodel lobby
- Terminal Expansion
  - Relocate front canopy
  - New entry with car rental, bag claim and congregating space
  - Bag claim loading dock
- Administrative Office
  - Relocate Administration office
- Site Construction
  - Improve drop-off/pick-up short-term parking
  - Improve through traffic flow and safety
  - Improve waiting and seating facilities outside terminal

### **Unidentified or Unknown Risks**

Other unidentified or unknown risks may exist on the subject property. Unidentified or unknown risks, and any mitigation necessary, should be identified, coordinated, and resolved in a timely manner between Ogden City, Design Team, and the CM/GC.

It is required that the CM/GC will engage in detailed discussions with Ogden City representatives, and the Design Team 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 Two Phases, with additional information detailed below:

#### **1. Pre-construction, or detailed design,**

The Preconstruction or Design Phase Services generally includes, but is not limited to: providing assistance to and coordinating with Ogden City and the contracted Design Team for the Design Development phases; 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.

In general, tasks may include: attending design coordination or review meetings; providing input & recommendations; commenting and providing objective feedback on materials and methods identifying and proposing mitigation for potential conflicts and risks; assisting Ogden City with risk management; providing Ogden 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 Ogden City and Ogden City's contracted Design Team 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 unless Ogden City agrees by approved resolution, that the price provided, as part of a Guaranteed Maximum Price (GMP) to complete the project, or a portion of the project, (and independently evaluated/estimated) is fair, reasonable, and defensible.

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 Design Team, as follows:

As to the constructability and expected construction costs associated with the proposed Overall Site Plan and Facilities. At the onset of the CM/GC's engagement, the Design Team will present the Conceptual Building Designs and Site Plan to the CM/GC, for input and feedback.

Provide objective recommendations and professional opinions as to construction cost and constructability for: landscaping & irrigation systems; drainage systems; asphalt, grading, concrete flat work and related finished site conditions; curb, gutter and storm drainage systems, retaining walls, including site utilities, buried infrastructure improvements, building design components and structural members.

As to language and specific information to be incorporated into the final Construction Set of documents for Bidding and Construction purposes.

Provide regular Cost Estimates to coincide with the Project's design milestones (30% Construction Documents (CD), 60% CD, 90% CD & 100% CD) to ensure the proposed design aligns with Ogden City's allocated construction costs. Prior to commencing construction, the CM/GC shall provide Ogden City with an itemized GMP for approval.

**Project Coordination:**

Coordination with Ogden City's Project Managers and Design Team, in all design phases of the Project, according to the Project Approach and Project Schedule submitted by the Design Team and accepted by Ogden City. For estimating purposes, proposing firms should assume a minimum of 12 Project Team meetings as well as an additional 12 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.

Coordination with Ogden City's Design Team beginning at completion of the Conceptual Design level. Coordination will include CM/GC review of construction materials, means and methods, cost estimating, project phasing, etc.

Coordination for all Permitting, Inspections, Public Utilities (natural gas, power, etc.) and other similar requirements.

Coordination with the Design Team throughout the bidding phase of the Project. This coordination will include regular updates to Ogden City regarding project progress, cost estimates, ordering of materials, phasing, etc.

Assist/advise the Design Team 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%, 90%, and 100% Construction Documents will be provided by the Design Team to Ogden City for review. The Construction Documents will be in sufficient detail at 90% for the CM/GC to produce a preliminary GMP to construct the overall Project. Construction Documents at 100% will be used by the CM/GC to present to and negotiate with Ogden City, the final itemized GMP to construct the Project.

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

## 2. CM/GC Construction Phase

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, assist, and coordinate with, Ogden City and Ogden City's Design Team for complete construction of the Project. It is expected that the CM/GC shall provide for all aspects and needs of the Project during the construction phase.

**Please note: Complete project funding is subject to ongoing Federal funds which are obligated to the airport future funding disbursements. Ogden City reserves the right to award phases of work based on the successful performance of the CMGC and available funding from the Federal Government.**

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

### **Construction:**

*Complete Project Construction* – The CM/GC shall provide complete construction of the Project throughout duration of the construction phase of the Project. This shall include but not be limited to all home offices, temporary offices, temporary utilities, 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 Ogden City. Construction of the Project will include all costs associated with General Conditions.

*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 office 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 Ogden City. This construction supervision and management Work will include all costs associated with General Conditions.



Throughout the construction phase of the Project, Ogden City expects that construction coordination meetings could be held weekly depending on timing for different phases of the work. These meetings listed above will be in addition to all regular phone calls, emails or other necessary communication and coordination needed during the construction phase of the Project

*Self-Performed Work* – The CM/GC will be allowed to self-perform work. This work must be billed for through the bid item, that the work falls under.

The CM/GC 's bid will then be evaluated by Ogden City and must be determined to be the best value bid for the work to be awarded to the CM/GC. Ogden City reserves the right to obtain outside Proposal Responses for the CM/GC self-performed work to ensure CM/GC is the best value to Ogden City on the work being performed. The cost of any work that is self-performed, will be part of the established itemized GMP.

*Subcontracted Work* – The CM/GC will be allowed to subcontract work. This work must be billed for through the bid item, that the work falls under.

The subcontractor's Proposal Responses will be evaluated by Ogden City and must be determined to be the best value bid for the subcontracted work to be awarded to a subcontractor. Ogden City reserves the right to request multiple Proposal Responses from the CM/GC for its subcontracted work to ensure best value. The cost of any work that is subcontracted, will be part of the established itemized GMP.

**Budget and Finances:**

*Project Budget* – The Project budget is the Project's overall budget, including construction, design, procurement, etc. as listed in this RFP. Ogden City, the design team and the CM/GC agree to work together to keep the cost of the Project within the Project budget. An incentive for performing and completing the project under budget may be negotiated with the final contract.

*Guaranteed Maximum Price (GMP)* – The CM/GC shall provide Ogden City with an itemized 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 required by this RFP, as well as the costs for general conditions and all work as required in the Contract Documents.

Please note that if the work is to be completed in project phases and bid packages, the successful CM/GC will be required to submit a GMP for each of these phases and 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 Proposal Responses and verified by an independent estimate. However, a GMP may be negotiated at an earlier point as may be needed by Ogden City.

*Owner controlled Contingency* – Ogden City will maintain a Construction Contingency throughout the course of construction. Ogden City and CM/GC will determine an appropriate contingency percentage at the time an agreed upon GMP is established (expected to be approximately 5%). The amount of the

contingency may be reduced after construction milestones are achieved, and Ogden City may elect to

incorporate additional elements to 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, if held, will be in an amount, determined by Ogden 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 Ogden City, that were not anticipated by Ogden City and are beyond the control of Ogden 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:

- Owner directed design or scope changes,
- Design revisions, changes or clarifications not represented in the Construction Documents used as the basis of the GMP,
- Design errors or omissions,
- Unforeseen conditions,
- Possible material cost escalations, if any.

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 Ogden City.

**Contracts:**

*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.

*CM/GC Contract* – It is anticipated that Ogden City and the selected CM/GC will enter a contract for the proposed Work on the Project. Award of the Project and approval to enter a Contract with the selected CM/GC may only be approved by Ogden City Board.

*Insurance and Bonds* – As a contract is awarded and then proceeds, the CM/GC must furnish Ogden 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:**

*Sales Tax* - Bidders shall include in their proposals, State and local sales tax for all work items related to the Construct West Side Development Improvements project.

**General Information**

*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.

*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 Ogden City representative 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.

*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.

Federal requirements for this contract include Davis Bacon wage requirements, compliance with the Buy American Preference, Disadvantaged Business Enterprise, Certification regarding debarment, Fair Labor Standards Act.

Disadvantaged Business Enterprise: The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Ogden City Corporation to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Federal Davis-Bacon wages are applicable for this project. In as much as the Contractor will be held responsible for paying the prevailing wages, it is imperative that all Contractors familiarize themselves with the current wage rates before submitting Bids based on these specifications. All Certified Payrolls must be received with 10 days of the payroll date for each week in which work was performed. For those weeks where no work was performed a No Work Performed (NWP) notice must be received within 10 days of the week ending. Payments will not be made unless all Certified Payrolls or NWP have been received from the Contractor and subcontractors and an Intent to Pay Prevailing Wage has been filed and approved.

Bidders shall include in the Bid any filing fees required to comply with the applicable labor laws.

*Authorization to Begin Work* – A Notice to Proceed may be issued by Ogden City only after the Project is awarded and the Contract is signed by all parties and returned to the Ogden City Executive Director.

*Required Proposal Contents* – Proposals must contain all information identified under Guidelines for Preparing Proposal.

*Proposal Evaluation Procedures* – The Proposals will be evaluated by Ogden City in accordance with the criteria described under Proposal Selection Process.

*Conditions of Proposal* – All costs related to the preparation of Proposals and all related activities are the sole responsibility of the CM/GC. Ogden City assumes no liability for any costs incurred by CM/GC firms throughout the entire Proposal process.

3. FEE PROPOSAL

**Proposed Project Cost Form  
For Ogden Airport Terminal Expansion Project**

NAME OF PROPOSER: \_\_\_\_\_ DATE: \_\_\_\_\_

The undersigned, responsive to the "Ogden Airport Terminal Expansion Project" - CM/GC Request for Proposals" and in accordance with this "Request for Proposals" for the 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: \_\_\_\_\_

**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)*

Number of months expected: \_\_\_\_\_

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

\_\_\_\_\_ DOLLARS/MONTH (\$ \_\_\_\_\_)

*(In case of discrepancy, written amount shall govern)*

**Construction Supervision and Management Fee (includes Contractor's Overhead and Profit)** - 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 sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

*(In case of discrepancy, written amount shall govern)*

Number of months expected: \_\_\_\_\_

WHICH IS BASED UPON A MONTHLY COST OF:

\_\_\_\_\_ DOLLARS/MONTH (\$ \_\_\_\_\_)  
 (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)

### Construction Supervision Fees

Category	Conditions	Cost/ Month	Total	% of time
<b>Supervision Fees</b>				
Project Staff	Director			
Project Staff	Estimator(s)			
Project Staff	Job Cost Accountant			
Project Staff	Project Administrator			
Project Staff	Project Engineer			
Project Staff	Project Manager			
Project Staff	Safety Manager			
Project Staff	Scheduling			
Project Staff	Superintendent			

## General Conditions

Category	Conditions	Cost/ Month	Total	% of time
<b>General Conditions</b>				
Field Office	Jobsite Trailer			
Field Office	Office Supplies			
Field Office	Plan Printing			
Field Office	Potable Water			
Site Communications	Construction Signs			
Site Communications	Jobsite Communications			
Clean-Up	Dumpster/Trash Removal			
Clean-Up	Erosion Control/SWPPP			
Clean-Up	Final Clean – Site			
Clean-Up	General Clean-Up			
Clean-Up	Street Cleaning			
Clean-Up	Street Washing & Dust Mitigation			
Clean-Up	SWPPP Maintenance & Inspections			
Mobilization	Access Roads & Temp Parking			
Mobilization	General Mobilization			
Mobilization	Mobilize/Demobilize			
Other	Site Survey/Staking			
Other	Small Tools & Consumables			
Other	Specialty Tool & Equipment			
Other	Winter Conditions	Negotiated Allowance		
Safety & Site Security	Fire Protection			
Safety & Site Security	First Aid Supplies			
Safety & Site Security	Perimeter Jobsite Fencing			
Safety & Site Security	Safety Officer & Site Safety			
Safety & Site Security	Silt Fence Install			
Safety & Site Security	Site Security			
Safety & Site Security	Traffic Control			
Temporary Facilities	Portable Restrooms			
Temporary Facilities	Temp Storage Container			
Temporary Utilities & Services	Lights & Electric Consumption			
Temporary Utilities & Services	Temporary Heat			
Temporary Utilities & Services	Temporary Water Meter			
Temporary Utilities & Services	Temporary Power			
Temporary Utilities & Services	Temporary Water			

**Design Phase (Pre-Construction) Services Fee** - This lump sum fee consists of all costs for the CM/GC to provide the required services of the Pre-Construction Phase, except pre-authorized, out-of-state travel. No other reimbursement cost will be allowed or considered in addition to this fee.

**Construction Manager / General Contractor's General Conditions Fee** - This lump sum fee shall consist of general condition costs and includes overhead (e.g., home office), profit, and personnel who will be managing the project during bidding, construction, and closeout, including the warranty period of one-year. This fee includes all General Conditions.

**Construction Supervision and Management Fee (Includes Contractor's Overhead and Profit)**- This is a per month cost to the project from notice to proceed to final completion for the CM/GC's on-site management/supervision team (project manager, superintendent, etc.). All services and personnel not specifically identified as a Construction Supervision Cost will be part of the lump sum Construction Management Fee. This cost does not include General Conditions or people performing the actual construction activities.

**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.

**Self-performed work Markup** - This is a fixed percentage markup that will be applied to the cost for the CM/GC's actual labor plus burden cost, material costs, and equipment costs for self-performed work. this work must be billed for actual cost incurred, plus the Self Performed Work Markup. Actual costs for self-performed work will be subject to audit. No billing rates will be allowed. The Contractor must bid its self-performed work. The Contractor's bid will then be evaluated by the Ogden City and Design Consultant and must be determined to be the best value bid for the work to be awarded to the Contractor. The cost of any work that is self-performed will be part of the established GMP.

**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.

**Ogden City's Construction Budget:** The Ogden City's Construction Budget for this project is approximately **\$7,500,000**. With the cooperation of Ogden City, and Ogden City's contracted Design Team, the undersigned will continue to work with due diligence to provide a Guaranteed Maximum Price (GMP) within the overall Construction Budget.

The undersigned Contractor's License Number for Utah is \_\_\_\_\_

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

Upon receipt of Notice of Award of this bid, the undersigned agrees to execute the contract within fifteen (15) days, unless a shorter time is specified in the Contract Documents and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract upon final agreement of 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 the submitted proposal is a true and accurate representation of ability to perform the work outlined.

\_\_\_\_\_  
CM/GC Firm Representative

\_\_\_\_\_  
Date

Prices stated includes 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.



#### 4. ANTICIPATED SCHEDULE

The following is a listing of key RFP and anticipated project milestones.

RFP Milestones and Key Dates	Date
RFP Release	March 25, 2022
Mandatory Pre-Proposal Conference	April 5, 2022 @ 10AM
Questions on RFP Due by:	April 14, 2022
Responses to Questions by:	April 15, 2022
Proposals Due by:	April 19, 2022 @ 2PM
Notice to Top-Ranked Firms:	April 27, 2022
Interviews (If necessary)	May 4, 2022

Meeting 30% CD's & Cost Estimate:	May 2022
Meeting 60% CD's & Cost Estimate:	June 2022
Meeting 90% CD's & Cost Estimate:	August 2022
Meeting 100% CD's & Cost Estimate:	Sept. 2022
Phase 1 Construction Begins:	Sept. 2022
Substantial Completion of Phase 1:	June 2023
Substantial Completion of Phase 2:	April 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.

Proposals shall not exceed fifteen (15) pages, excluding the cover page.

- 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 Ogden City, Weber County, and the State of Utah. Provide a commitment to work closely with Ogden City with respect to permitting, design, and construction management. Any other information not appropriately contained in the proposal should also be included. Coverletters cannot exceed two (2) pages.
- B. **Firm Background** – Please provide the background of your firm as it relates to the preconstruction services, construction management/general contracting, and leadership for this expanded 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 approach to project scope.
  - ii. Describe your firm’s approach to quality control management, managing the overall construction schedule and managing subcontracted work.
  - iii. Describe your firm’s experience working with the Design Team and Ogden City. Include any experience specific to the CM/GC delivery method, and, experience working with public entities.
  - iv. 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. **Schedule** – Provide a schedule for completion of the pre-construction and a tentative schedule for the construction phase of the work.
- i. 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.
  - ii. A description / work plan of the CM/GC tasks associated with construction of the Anticipated Schedule during the construction phase. The CM/GC may propose an alternative schedule, if desired, with their recommended construction approach.
  - iii. Incentives for an accelerated construction schedule may be negotiated.
- E. **Team Organization Chart** – Provide an organization chart demonstrating work and communication flows. Provide a statement that project manager, supervisor, and/or principle in charge presented in the organization chart will be the key personnel directing and performing the work. Describe the team's experience on similar projects.
- i. Identify any special knowledge or skills provided by your company that may be related or helpful to the services requested herein.
  - ii. Provide a 1-page resume for Key Personnel with experience and expertise of each person. Include in the resumes a brief description of the roles and responsibilities on each project cited. Resumes should be included in the appendices.
- F. **Relevant Project Experience:** Please provide a list of 3-5 similar sized projects completed in the last 10 years. In addition, please provide for each project the following information:
- i. Initial budget of the project and final cost of the project. If there is a significant difference between the initial budget and the final cost, please explain.
  - ii. Initial schedule delivery date and final delivery date. 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.
  - vii. Any litigation that may have occurred on that project.
- G. **References** – The proposer shall submit five (5) references. If possible, these should be of similar Special Service Districts, Cities, or institutions, requiring a similar scope of work. Provide the name of the District, 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.
- H. **Fee Proposal** – Submit the Fee Proposal (pages 12-15 of RFP document) outlining the proposal scope of services, tasks that are included in this RFP. The fee proposal shall be provided as a separate PDF from the main Proposal response.

## **6. CRITERIA FOR SELECTION**

Proposals will be evaluated and scored by the Ogden City Selection Committee, and Proposers selected using the following criteria. Failure to adequately represent any of the criteria outlined in the minimum requirements section may result in disqualification.

Proposers not excluded will be evaluated in accordance with the criteria presented. The selection committee will evaluate and score Proposers according to the evaluation criteria and as they pertain to the overall needs of Ogden City.

- Project Management Approach: 15%
- Relevant Project Experience: 30%
- Schedule: 10%
- Key Personnel: 20%
- References: 10%
- Fee Proposal: 15%

The Selection Committee shall rank submissions based on evaluation of each CM/GC's proposal. The Committee may recommend to the Ogden City Executive Director that a contract be awarded based solely upon the merits of the initial proposal response, without any oral commentary by the proposer. Considering this possibility, CM/GC's should present the most favorable service and approach available. If Ogden City deems necessary, CM/GC's may be selected based on quality and experience to interview and present to the selection committee.

OGDEN CITY will use the following fee formula:

- The points assigned to each offerors fee proposal will be based on the lowest proposal fee.
- The offeror with the lowest Proposed Fee will receive 100% of the fee points.
- All other offerors will receive a portion of the total fee points based on what percentage higher their Proposed Fee is than the Lowest Proposed Fee.
- An offeror whose Proposed Fee is more than double (200%) the Lowest Proposed Fee will receive no points.
- The formula to compute the fee points is:  $\text{Cost Points} \times (2 - \frac{\text{Proposed Fee}}{\text{Lowest Proposed Fee}})$ .

Proposers shall receive full reference points for providing the requested number of references. Submitted references may be called by the selection committee. Points may be deducted if reference responses are not favorable to the proposer.

The selection committee reserves the right to ask for clarification from Proposers and their respective RFP responses, which must be provided within five (5) days of any such request. Such request will be sent to all Proposers via email from Ogden City Purchasing.

The selection committee will recommend the top scoring Proposer to the City Management Services Director and recommend authorizing Ogden City to enter contract negotiations. The recommendation shall be based on the highest scoring responsive and responsible offeror meeting the given minimum requirements spelled out in the RFP document.

Ogden City may award a contract to the highest scoring Proposer who is responsive and responsible meeting all requirements within the RFP. If Ogden City fails to enter into a contract with the highest ranked contractor, Ogden City shall inform the contractor in writing of the termination of award. Ogden City may then enter into contract negotiations with the next highest ranked Proposer and continue with the contractor selected in the order of their ranking until a contract is completed. Notice of award shall be made available to the public.

## **7. MANDATORY PRE-PROPOSAL CONFERENCE**

A **mandatory** pre-proposal conference will be held at the project site, and is scheduled for:

Date: Tuesday, April 5, 2022  
Time: 10:00 a.m. to 11:00 a.m. (MDT)  
Location: 3909 Airport Road  
Ogden, UT 84405

Please submit questions for discussion at the Pre-Proposal meeting to Lynn Hinrichs at [lynnhinrichs@ogdencity.com](mailto:lynnhinrichs@ogdencity.com) and copy [Purchasing@ogdencity.com](mailto:Purchasing@ogdencity.com) by Monday, April 14, 2022 at 2:00 PM, MDT. All questions after the Pre-RFP Meeting shall be submitted through Ogden City Purchasing.

It is the responsibility of each Proposer to be familiar with conditions at the project site. Please contact Lynn Hinrichs ([lynnhinrichs@ogdencity.com](mailto:lynnhinrichs@ogdencity.com)) if you wish to visit the Project site.

## **8. RFP QUESTIONS, INQUIRIES, AND CLARIFICATIONS**

All questions after the Pre-Proposal Meeting shall be submitted through Ogden City Purchasing email [Purchasing@ogdencity.com](mailto:Purchasing@ogdencity.com)

Ogden City's Purchasing Agent is the sole source of contact during the Proposal process. Information provided by Ogden City personnel shall be considered nonbinding by Ogden City and should not be relied upon by CM/GC's.

Written Questions are encouraged up to the final question deadline, **Thursday, April 14, 2022, no later than 5:00 PM MDT**. Responses to all questions will be posted by **Friday, April 15, 2022**, on Ogden City Purchasing website.

If you discover any significant ambiguity, error, omission, or other alleged deficiency in the RFP, immediately notify Ogden City's Purchasing Office. If it becomes necessary to clarify or revise any part of this RFP, addenda will be posted on the Ogden City Purchasing website.

It is the responsibility of CM/GCs to check the Ogden City Purchasing website for any clarifications, addenda, or amendments. All addenda must be acknowledged on the RFP Signature Page. **Failure to do so may result in proposal rejection.**

## **9. SUBMISSION OF RFP RESPONSES**

Proposers shall submit a concise and informative RFP pursuant to all sections in this request. In addition, Proposers are encouraged to identify and/or recommend any additional or innovative services and products that may be related to or helpful to a comprehensive design of the project. The Appendix contains information provided to assist Proposers with preparation of the RFP response, including conceptual facility layouts and sizing, conceptual site layout, and other pertinent information/exhibits.

### ***DELIVERY INSTRUCTIONS:***

To be considered for selection, a complete response to this RFP must be submitted. The Proposers shall submit (2) signed PDF response to the RFP, and (2) signed Fee Proposal. Failure to sign documents will make qualifications unresponsive and they will not be further evaluated.

On the outside of the envelope, indicate your firm's name and RFP title "Airport Terminal Expansion – CMGC Services."

Sealed responses to this RFP shall be delivered to Ogden City's Purchasing Agent at the following address by the submittal deadline.

Attn: Purchasing Office  
c/o 1<sup>st</sup> Floor, Information Desk  
2549 Washington Blvd.  
Ogden, UT 84401

Responses will not be opened or evaluated until after closing of the RFP deadline.

**Responses shall be submitted no later than 2:00 p.m. (MDT), April 19, 2022.**

Late responses will not be accepted and will be returned to the Proposer unopened.

## **10. PUBLIC DOMAIN**

Proposers are advised that Utah law provides that, upon full execution of a contract subsequent to an RFP, the contents of the awarded Proposal accepted by Ogden City shall be subject to public disclosure and may become public records subject to examination by any interested parties in accordance to the Government Records Access Management Act (GRAMA), UTAH CODE ANN. § 63G-2-101 to 901, et seq.

In rare instances, trade secrets and proprietary information, recognized by Ogden City as such, may be protected from public disclosure if the Proposer submits a document with their RFP which clearly identifies a part of their Proposal that they claim to be proprietary information, trade secrets, individual or non-individual financial information that may be protected under GRAMA. The document must contain a justification for the claim. Proposals in total will not be considered proprietary. All materials submitted by Proposers in response to the Ogden City RFP will become the property of Ogden City upon delivery and will be managed in accordance with GRAMA.

## **11. MODIFYING OR WITHDRAWING PROPOSAL**

Proposers may modify or withdraw their Proposal at any time prior to the closing time. Ogden City requests that any desire to retrieve a Proposal for the purpose of withdrawing, or to modify a response, must be submitted in a written request to the Purchasing Agent.

## **12. EEO REQUIREMENTS**

Proposers, by submission of a Proposal, agrees to not discriminate against any worker, employee, application subconsultant or any member of the public because of race, color, gender, age, national origin, or disability, or otherwise commit an unfair employment practice. Proposer further agrees to comply with all Federal, State, and Local equal employment opportunity requirements.

### **13. ADDITIONAL INFORMATION**

Upon receipt, the Proposal will become the property of Ogden City, without compensation to the responding firms and will not be returned. Proposals are subject to the Freedom of Information Act.

Ogden City reserves its rights to:

1. Reject any, or all, proposals that are considered not responsive; or that do not meet the minimum requirements, evaluation criteria,
  - a. If a proposal is rejected, Ogden City will make a written finding stating the reason for the rejection and provide a copy of the written finding to the offeror whose proposal is rejected.
2. Waive or modify any irregularities in the Proposals.
3. Use any ideas submitted in the Proposals received, unless covered by legal patent or proprietary rights. Such patents and rights shall be properly addressed as such in the Proposal.

### **14. APPENDIX A**

Concept Site, Floor Plans and Elevation