



**REQUEST FOR PROPOSAL  
TO PROVIDE  
CONSTRUCTION SERVICES**

**FOR A**

**A NEW CIVIC CENTER**

**FOR**

**NORTH LOGAN CITY**

**RELEASE DATE: April 19, 2022**

**DUE DATE: May 3, 2022**

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## **Notice to General Contractors**

### **Background**

North Logan City is requesting proposals from qualified, licensed, General Contractor/Construction firms to work with North Logan City and the architectural firm Design West Architects to assist with the construction of the following projects:

#### **A CIVIC CENTER, THAT INCLUDES:**

- Construction of a new city office building approximately 20,400 sf, with 10,200 sf finished on the main level, and the majority of the basement unfinished (See attached Design Development Architectural Drawings). The proposed site is located at ~ 2500 N 475E.

#### **Once the City Office is being constructed, the City may also consider bids for the following Civic Center Projects in the coming months:**

- A remodel of the existing library facility.
- An expansion of the existing library to include a children's library area
- An expansion of the existing library to include a community center
- Landscape and parking for the civic center property

North Logan City has gone through several design iterations for the Civic Center Area over the past fifteen years. This Civic Center will be a vibrant center to the community that will consist of the City Offices, Police Station, Library, Community Center and an outdoor programmable space for year-round library functions and community events.

- City Office:  
North Logan City is a rapidly growing city in the center of Cache Valley. The residents of the community have an extremely high quality of life due to the exceptional services provided by the departments of the City. In order to continue leading the way, North Logan City desires to construct new City Offices in the proposed Civic Center.
- Existing Library Remodel:  
North Logan City Library has set the standard for collection circulation, programming, and attendance with its current library. The goal would be to continue to elevate this standard by remodeling the existing library to enable the North Logan Library to further enhance these services.
- Children's Library Addition:  
With the exceptionally large number of children currently frequenting the existing library, North Logan City would like to expand the existing North Logan City Library footprint to include a Children's Library. This portion of the library would provide a large area with interactive learning opportunities for the children of the community.
- Community Center Addition:

In addition to the proposed Children's Library expansion of the existing North Logan City Library, the City would also like to expand the Library to include a Community Center. This large indoor event area would enable the library to host daily programming for all ages throughout the entire year.

- **Civic Center Grounds:**

The grounds throughout the Civic Center will need to be designed to provide open areas for library programming and community events. In addition, there will need to be an expansion of parking throughout the site to accommodate the additional facilities described in this RFP.

Process Information:

It is the intent of North Logan City to open up this request for a Guaranteed Maximum Price (GMP) proposal for the new Civic Center to firms that meet the qualifications outlined in the minimum qualifications section of this RFP.

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

This construction project includes, but is not limited to, the above mentioned projects with the first project to be the construction of a new City office Building. Construction costs for just the City Office and the site immediately surrounding the building are estimated at: **\$6,100,000.**

All RFP documents, including the selection requirements, will be available at the offices of **North Logan City, 2076 N 1200 E, North Logan Utah 84341 on April 19, 2022. Or online at northlogancity.org.**

For questions regarding this project, please contact Alan Luce, City Administrator, at 435-752-1310. No other City employees are to be contacted regarding these projects.

Proposals, including a Guaranteed Maximum Price proposal, project approach, references and statements of qualifications, must be received by **Noon May 3, 2022** to North Logan City Offices, Attn: Alan Luce. Additional information will be required as stated on the Project Schedule. **NOTE:** Submittals must be received by the City by the specified time to be considered.

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

A Bid Bond in the amount of five percent (5%) of the Fixed Limit Construction Cost (FLCC) made payable to North Logan City and a bid bond form, shall accompany the cost proposal.

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

The estimated Guaranteed Maximum Price for the General Contractor is approximately \$6,100,000 for the new city offices only. Construction budget and construction contract for the rest of the project is to be determined during the community center design phase of the process.

The selected General Contractor must be capable and willing to work closely with the

Owner and Design team through the finalization of the construction documentation process, providing cost estimates and cost reduction strategies, up to date schedules and feedback on constructability of design details and availability of materials selected.

**Construction of the City Offices should be completed, including punch list, and the facility ready for occupancy by August 15, 2023.** The General Contractor must meet this schedule for the City Office Building. The Library Remodel, Children's Library Addition, Community Center, and landscape construction schedule may be determined by June 2022.

## **Procurement Process**

### **1. Request for Proposal Documents**

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

### **2. Availability of Requests for Proposals**

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

### **3. Contact Information**

Except as authorized by a North Logan City Representative, communications during the selection process shall be in writing and directed to **Alan Luce** at [alan@northlogancity.org](mailto:alan@northlogancity.org).

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

### **4. Requests for Information**

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

Alan Luce  
2076 N 1200 E  
North Logan,  
Utah 84341  
Phone: 435-752-1310  
[alan@northlogancity.org](mailto:alan@northlogancity.org)

### **5. Proposal Schedule**

The successful contractor must review and familiarize themselves with the project

schedule as it pertains to the performance of their work. Liquidated damages may be assessed upon failure to complete the project on or before the stipulated date in the construction documents.

**6. Insurance**

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

**7. Submittal Due Dates and Times**

All complete proposals must be delivered to, and be received by, North Logan City prior to the date and time indicated in this RFP. RFPs received after the specified time, will not be accepted. Please allow adequate time for delivery. If using a courier service, the contractor is responsible for ensuring the delivery will be made directly to the required location.

**8. Addendum**

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

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

**9. Minimum Qualifications**

North Logan City is looking for a firm that has completed similar projects of the size and scope of the city office building and other similar Civic or Professional Office buildings. Your firm must meet the following requirements:

- A. Completion of two or more landscape/parking projects in the past (10) years;
- B. Completion of three (3) or more civic center or similar business/office space projects approximately \$10 million in construction costs during the past five (5) years;
- C. Construction Superintendent with experience managing office building, Community centers, library, Civic buildings open space projects;
- D. References from clients or architects on projects meeting criteria;
- E. Proven, documented ability to adhere to project schedules and budgets, along with an ability to provide cost saving strategies on similar projects;
- F. Ability to meet all City bonding and insurance coverage requirements;
- G. A valid contractor's license to perform all the work associated with the construction of the facilities;
- H. Minimal litigation involvement over the previous ten (10) years.

## **References**

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

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

**Project Name:** Name of the project.

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

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

**Email Address:** Email address of the contact we will be surveying.

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

**Date Completed:** Date of substantial completion.

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

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

**Duration:** Duration of the project/construction in months.

**Type:** Type of the project (i.e., School, Offices, Warehouse, etc.)

**Cost Savings:** Each submitting GC will be required to list specific suggested methods that were used to save costs/time and to stay within the anticipated Guaranteed Maximum Price. Information submitted will be evaluated on its own merit against the project goals, expectations and value.

### **10. Construction Work Phases**

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

- A. **Construction Phase:** This phase of the work consists of the Contractor furnishing and installing all work as required in the Contract Documents. Please note that the work of the Construction Phase may be bid in several packages, such as excavation, footings and foundations, structural steel, etc.

### **11. FLCC and GMP**

- A. **Fixed Limit of Construction Cost (“FLCC”)**: The Fixed Limit of Construction Cost is the project’s construction budget as listed in the Notice to Contractors and this RFP’s Description of Work section. The Owner, the Architect and the General Contractor agree to work together to keep the cost of construction, as represented in the design, within the FLCC.
- B. **Guaranteed Maximum Price (“GMP”)**: The Guaranteed Maximum Price is the final price that the Contractor agrees to accept in full performance of the Contractor Agreement (GC Agreement) and is based on the final contract construction drawings and specifications. The GMP shall include all fees and percentages required by this RFP, as well as the costs for General Conditions and all work as required in the Contract Documents. Please reference Articles 5, 6, and 7 of the GC Agreement.

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

- C. **Allowances & Contingency Funds**: Allowances and limited contingency funds may be identified during the design and/or construction process by the Owner, architect or GC, all funds in either of these categories shall be approved expenses by the Owner, Architect and GC by signed change order. At the completion of the construction phase any unused allowances or contingency funds previously identified in the construction documents or by the GC shall be retained by North Logan City.

## 12. **Fee Proposal, Fees, and Markups**

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

The fee proposal, bearing original signatures, must be typed or handwritten in ink on the Fee Proposal Form provided in the procurement documents and submitted in a separate sealed envelope at the location specified below prior to the deadline for submission of fee proposals indicated on the Project Schedule.

Bid bond security, in the amount of five percent (5%) of the Fixed Limit of Construction Cost, made payable to North Logan City, shall accompany the proposal.

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



- A. **Construction Fee as part of the GMP**: This lump sum fee shall consist of all material and labor costs required to complete construction.
- B. **Cost of Insurance Premiums**: Shall be included in the Construction Management Fee costs.
- C. **Cost of Bonds**: This is the cost of payment and performance bonds based on the FLCC amount of \$6,100,000.
- D. **Construction Supervision Cost as part of the GMP**: This is a cost to the project from notice to proceed to final completion for the GC's on-site management/supervision team (e.g., project manager, superintendent, project engineer, safety officer, etc.). All services and personnel not specifically identified as a Construction Supervision Cost will be considered to be part of the lump sum Construction Fee. This includes receptionists, accountants, safety officers, expeditors, commissioning agents, etc. This cost does not include general conditions or people performing the actual construction activities.
- E. **Contractor Change Order Markup**: This is the fixed percentage markup that the Contractor may apply to a change order for scope increase to the GC Agreement. Change Orders requests that exceed the fixed cost bid will be considered by the entire selection committee on a case by case basis and will only be allowed in extreme circumstances.

**13. Self Performed Work**

The Contractor will be allowed to self-perform work. This work must be billed at actual cost incurred, but not increase the overall GMP. The intent of the self performed work is that the GMP will actually be reduced. The contractor shall identify in their proposal which work they anticipate to be self-performed. The Contractor's bid will then be evaluated by the Owner and Architect 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.

**14. Project Approach**

As part of the submittal, the contractor shall describe their approach to this project addressing such issues as how to best provide input during the construction phase, including how costs can be reduced, how to reduce, or eliminate, change orders, how the site will be staged, and scheduling strategies. Each proposal should include a GMP, along with a list of value engineering suggestions that will enable the contractor to not exceed the GMP. These value engineering suggestions must not include a reduction in overall building square footage.

**15. Proposals**

The GC shall provide the City with two (2) hard copies and one (1) digital copy (PDF) of its proposal. The proposal shall be limited to thirty (30) pages. The proposal shall include all information that the Contractor wants the Selection

Committee to consider in making its selection of Construction Firm or General Contractor. At a minimum, the proposal should include the experience and qualifications of the Contractor and the project team key individuals as identified in the management plan. It should include information on similar projects that have been completed by the Contractor and the project team individuals. When listing similar projects, include information to indicate the dates, size, firm worked for at the time and what the responsibility of the individual was on the project. Include the experience and special qualifications of the team that are applicable to this project and/or are part of the project specific selection criteria.

**16. Time**

The Contractor will include in the management plan a proposed schedule for completing the work, including any items required by North Logan City or any consultant.

It is anticipated that a contract will be given to the Contractor for signature by the date specified in the Final Project Schedule to be determined. The actual notice to proceed will be based on how quickly the Contractor returns the contract and the required bonds, as well as the resolution of any issues that may arise in the procurement process. The actual completion date will be based on the Contractor's proposed schedule and the date the Contractor received the contract for signature.

All plans, schedules, and the cost proposals are required to reflect the project construction time. Non-compliance with the schedule will not result in automatic disqualification; it will be evaluated by the selection committee in determining the final selection.

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

**17. Selection Committee**

The Selection Committee may be composed of The Mayor, City Administrator, Planning Director, Public Works Director, One Council Member, Two Citizen Advisors, Two representatives from Design West, and others deemed appropriate by the City.

**18. Interviews (If necessary)**

In most instances the selection committee shall select a General Contractor based solely on the selection committee evaluation criteria. However, in some instances, interviews may be conducted with a short-listed group of GCs at the discretion of the City.

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

The proposed primary construction personnel, including the project manager and superintendent, should be in attendance. The project manager is the contractor's representative who will be in daily control of the construction site. The project manager has overall job authority, will be in attendance at all job meetings. Unless otherwise noted, the attendance of subcontractors is at the discretion of the Contractor.

If interviews are held, the interviews will be held on the date and at the place specified by the City.

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

**19. Selection Criteria for GC**

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

- A. Cost: (40 points) The Contractor's Fee Proposal, along with the Contractor's ability to stay within budget and provide cost saving strategies will be considered with all other criteria to determine the best value to the project. Submit in a separate, sealed envelope. Contractors who can illustrate methods to stay within the GMP, along with a strategy to stay below the GMP will be given preference.
- B. References: (20 points) Each construction firm will be evaluated on the past performance of similar projects.
- C. Strength of Contractor's Team: (10 points) Based on the statements of qualifications and management plan, the selection team shall evaluate the expertise and experience of the construction firm, the project manager, and the superintendent as it relates to this project in size, complexity, quality and duration. Key personnel assigned to which task and their commitment to each phase of the work will be evaluated.
- D. Project Management Approach: (20 points) Based on the information provided in the construction and management plan, the selection team shall evaluate how each team has planned the project and determine how to construct the project in the location and in the time frames presented, and with a special emphasis on staying within a specified construction schedule. The firm should present how they plan to move material and people into and out of the site, keep the site safe, minimize disruption to the facility and surrounding properties, etc. The Contractor shall also discuss what portions of the project they plan to self-perform. The selection team will also evaluate the degree to which risks to the success of the project have been identified and a reasonable solution has been presented.
- E. Crucial Subcontractor List: (10 points) Provide a list of the key subcontractors you anticipate utilizing for the project. This list will not be binding, but should provide the Owner a list of the most likely

subcontractors that will be utilized to minimize costs on the project.

**20. Award of Agreement**

The award of the GC Agreement shall be in accordance with the criteria set forth in the RFP. However, North Logan City reserves the right to award the contract to any firm who has submitted a proposal. North Logan City intends to enter into an agreement with the selected Contractor to construct the project as outlined in this RFP. Individual contractors or alliances between two or more contractors are allowed in this process. However, North Logan City will contract with only one legal entity.

**22. Agreement and Bond**

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

**23. Licensure**

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

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

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

**25. Withdrawal of Proposals**

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

**26. Time is of the Essence**

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

**27. Right to Reject Proposals**

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

**28. Disclosure of Proposal Content**

Under the Government Records Access and Management Act (Utah State Code Title 63G, Chapter 2), certain information in submitted proposals may be open for public inspection. If the Contractor desires to have information contained in its proposal protected from such disclosure, the Contractor may request such

treatment by providing a “written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality” with the proposal (Utah State Code 63G-2-309).

All material contained in and/or submitted with the proposal becomes the property of North Logan and may be returned only at the City’s option.

**29. Insurance**

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

The Contractor will be required to provide:

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

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

**Project Schedule**

<b>NEW CITY OFFICES - NORTH LOGAN CITY, UTAH</b>				
<b>EVENT</b>	<b>DAY</b>	<b>DATE</b>	<b>TIME</b>	<b>PLACE</b>
Noticed on website	Tuesday	April 19, 2022	N/A	N/A
Request for Proposals Available	Tuesday	April 19, 2022	Noon	North Logan City Offices 2076 North 1200 East North Logan, Utah 84341

RFP Due	Tuesday	May 3, 2022	Noon	North Logan City Offices 2076 North 1200 East North Logan, Utah 84341
Short Listing by Selection Committee (if necessary)			TBD (If needed)	North Logan City Offices 2076 North 1200 East North Logan, Utah 84341
Conduct Interviews (if necessary)		TBD	TBD (If needed)	North Logan City Offices 2076 North 1200 East North Logan, Utah 84341

**Fee Proposal Form**

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

North Logan City  
2076 N 1200 E  
North Logan, Utah 84341

The undersigned, responsive to North Logan City's RFP #2022-02, "Request for Proposal to Provide General Contractor Services for North Logan City's Civic Center," proposes fees at the prices stated below. These listed fees and costs are to cover all expenses incurred in performing the services as outlined in our proposal of which this proposal is a part:

- A. Construction Fee as part of the GMP: For all work during the construction phase of the contract for the management of the project, I/we agree to perform for the lump sum of:**

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

- B. Cost of Bonds: The cost of payment and performance bonds based on the amount of the FLCC.**

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

- C. Construction Supervision Cost as part of the GMP: For project supervision and support team costs not covered in the above management fee, I/we agree to perform for the sum of:**

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

- D. Contractor Change Order Markup: For all work added to the contract by change order, I/we agree to add not more than \_\_\_\_% (3% is max) to the subcontractor/supplier costs for the additional work.**

I/We guarantee that the Work will be Complete, including punch list items, within the negotiated time frame after receipt of the Notice to Proceed, should I/we be the successful proposer, and we understand that liquidated damages may be enforced for each day after expiration of the Contract Time.

The approximate FLCC for this project is \$6,100,000. Enclosed is a bid bond in the amount of 5% of the FLCC.

I/We acknowledge receipt of the following Addenda: \_\_\_\_\_

**With the cooperation of North Logan City and their consultants, the undersigned will continue to work with due diligence to provide a Guaranteed**

**Maximum Price (GMP) within the FLCC.**

This bid shall be good for 90 days after bid submission.

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

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within Thirty (30) days, unless a shorter time is specified in the Contract Documents and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract upon final agreement of the GMP. The Bid Bond attached, in the amount not less than five percent (5%) of the FLCC, shall become the property of North Logan City, as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within the time set forth.

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

Respectfully submitted,

Name of Proposer:  
ADDRESS:

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