

**MBA
PACKET**

DATE:

December 12, 2023

CONSENT AGENDA

Minutes of:

MBA Meeting Minutes for October 24, 2023

AGENDA
KANE COUNTY MUNICIPAL BUILDING AUTHORITY MEETING TO BE
HELD TUESDAY December 12, 2023 at 1:30 PM
IN THE School Board Room at the Kanab Center, 20 North 100 East, Kanab, Utah

WE WELCOME EVERYONE TO ATTEND ELECTRONICALLY BY PHONE.
CALL IN INFORMATION: Meeting call in # 435-676-9000 participant code 168030# (This is a local call within the South Central service area)

CALL MEETING TO ORDER & WELCOME:

CONSENT AGENDA: Approval of MBA Minutes for October 24, 2023

REGULAR AGENDA:

- 1. Approval of the Maxwell Construction Contract for the Kane County Community Outreach Center (KCCOC)**

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Chameill Lamb at (435) 644-2458.

Agenda items may be accelerated or taken out of order without notice as the Administration deems appropriate. All items to be placed on the agenda must be submitted to the Clerk's office by noon Tuesday, prior to the meeting date.

**MINUTES OF THE
KANE COUNTY MUNICIPAL BUILDING AUTHORITY
MEETING HELD TUESDAY October 24, 2023 at 1:30 PM
IN THE SCHOOL BOARD ROOM AT THE KANAB CENTER**

CALL MEETING TO ORDER & WELCOME: Chairman Patty Kubeja (Phone-in)
PRESENT: Chairman Patty Kubeja (Phone-in), Member Wade Heaton, Member Celeste Meyeres, County Attorney Rob Van Dyke (Absent), Sheriff Tracy Glover, Clerk/Auditor Chameill Lamb, Deputy Clerk/Auditor Candice Brown, Kris Ramsay, Rhonda Gant

CONSENT AGENDA: Approval of MBA Minutes for September 26, 2023

Motion to approve the Consent Agenda including the MBA Minutes from September 26, 2023 made by Member Meyeres and motion carried with all Members present voting in favor.

REGULAR AGENDA:

1. Approval of Babcock Design Contract for the Community Outreach Building

Sheriff Glover said that he thinks we did approve this back in March, but had to work through the language of the contract and so they had Babcock present us with a contract through AIA. He said they did have some questions related specifically to the fee schedule. They had them make some adjustments to streamline the fee structure a little. They want to stay away from parsing out parts of payments, they want to be as all-inclusive as it can possibly be. In this case we made some adjustments so that everything is included in the fee and then if there are additional costs then there could be separate billing for it. The basic services we are asking to be provided are all included in the fee for the contract. They are happy with the way it sits right now and would encourage them to sign the contract with Babcock Design. Sheriff Glover mentioned what was in the budget, which is the construction costs, the general contractor fee, and some contingency. We don't have design engineering services in the CIB application, but they do have \$330K in contingency. They may need to come up with a little money towards design work.

Motion to approve Babcock Design contract for the Community Outreach Building as presented made by Member Heaton and motion carried with all Members present voting in favor.

Member Heaton-aye
Member Kubeja-aye
Member Meyeres-aye

2. Discuss/Approve Change Orders and Funding for the Courthouse and Building B Renovations

Sheriff Glover and Kris showed a breakdown of change orders for the renovations on the Courthouse and Building B and then went over what they were for. Sheriff Glover mentioned that he had a short discussion with Commissioner Kubeja about the painting of the floor in Building B and putting pickle ball lines, volleyball lines, and basketball lines down. He just wanted to make sure the MBA was still wanting to move forward with that.

All members were wanting to do that.

Motion to adjourn made by Member Heaton and motion carried with all members present voting in favor.

WHEREUPON MEETING ADJOURNED

Chairman Patty Kubeja

Secretary Chameill Lamb

AGENDA

ITEMS

ITEM # 1

Approval of the Maxwell Construction Contract for the
Kane County Community Outreach Center (KCCOC)

Construction Contract

This Construction Contract is made as of December 1, 2023 between the Kane County Municipal Building Authority (“Kane County” or “County”), and Maxwell Construction Inc. The parties agree to the following terms:

1. DESCRIPTION OF SERVICES. Beginning on December 1, 2023 Maxwell Construction Inc. will provide to Kane County the following services:

Maxwell Construction Inc. will provide to Kane County Construction Management/General Contractor services (“CMGC”) as set forth in Section 1 Description of Work on the “Request for Proposals for Construction Management / General Contract Services” (“RFP” attached as Exhibit A and incorporated as if set forth fully herein) and as further described in the Maxwell Construction Project Proposal (“Proposal” attached as Exhibit B and incorporated as if set forth fully herein) working in conjunction with Kane County representatives and Babcock Design to design and construct the Kane County Community Outreach Center. Maxwell Construction Inc. will provide value engineering, cost proposals, projected construction schedules, and a guaranteed maximum price (“GMP”) during the design phase of the project. At the completion of the design phase, Maxwell Construction Inc. will complete construction of the project based on the completed designs, the approved GMP and according to a construction schedule approved by Kane County.

2. FEE. Maxwell Construction will be compensated as set forth below:

Item No.	Description	Basis	Value
1	Pre-Construction / Design Assist Price	Lump Sum	\$5,000
2	Overhead, Profit and General Conditions	Percentage	12%
3	Change Orders, if any	Percentage	12%

*6.7% General Conditions

**5.3% Profit & Overhead

The 12% fee shown above and defined on the Proposal will be calculated based on the estimated total cost of the project (“Project Estimate”), provided by Maxwell Construction Inc. and approved by Kane County during the design phase of the project. The combination of the Project Estimate, the Pre-Construction/ Design Assist Price, and the Overhead, Profit and General Conditions will be the GMP.

3. SCOPE OF WORK. Maxwell Construction Inc. will provide all services described herein and

as set forth in the RFP, for the Kane County Community Outreach Center located at the Kane County Complex, 20 N. 100 E., Kanab, Utah according to plans and specifications designed by Babcock Design. Any conflict with this contract and the RFP shall be resolved in favor of the RFP.

4. COMPLIANCE WITH LAWS. Maxwell Construction Inc. shall provide the services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations.

5. WORK SITE. Kane County warrants that Kane County owns the property herein described and is authorized to enter into this contract.

6. PAYMENT. Kane County agrees to the fee outlined in the accepted proposal and contracts to pay Maxwell Construction Inc. \$5000 for pre-construction services and 12% of the GMP (guaranteed maximum price) for construction services as defined above. The GMP amount is inclusive of both the \$5,000 pre-construction lump sum and the 12% Overhead, Profit and General Conditions. The Parties shall meet and confer as full plans and bids are developed to establish the GMP. Once the GMP is established and approved by Kane County, Maxwell Construction Inc. bears the risk of the project going over the GMP and will be responsible for any and all additional costs above the GMP. At the time of establishing the GMP the parties will also negotiate any additional incentives to Maxwell Construction Inc. if the final project cost is under the GMP.

Payment shall be made to Maxwell Construction Inc... Kane County agrees to pay Maxwell Construction Inc. a maximum of twice a month and a minimum of every two months according to a payment request generated and provided by Maxwell Construction Inc.

Maxwell Construction will request payment for pre-construction services within 30 days of the signing of this contract.

At the commencement of the construction period, Maxwell Construction Inc. shall submit a payment request each month for 12 consecutive months for general conditions. The initial request for general conditions will also include an amount covering the performance and payment bond, and builders risk insurance. The amount requested each month for general conditions will be based on the following formula: $[(GMP \times 6.7\% - \text{bond \& builders risk}) / 12]$. Should construction be completed in a shorter period than 12 months, the undrawn general conditions amount will be requested as a lump sum in the final payment request submitted by Maxwell Construction Inc. Maxwell Construction Inc. shall otherwise only request payment for Services complete with the exception of such Services that require a deposit (e.g. mobilization, cabinets, countertops, floor coverings). Payment will be requested for these Services with an initial 50% requested to start work, and the final 50% requested when services are completed.

Maxwell Construction Inc. will request its final fee for Profit and Overhead upon completion of the final inspection the project. This fee will be calculated by the following formula: $(GMP \times 5.3\%)$

Payment should be received by Maxwell Construction Inc. within 10 business days of the date payment is requested.

Should payment not be received within the allotted time, Maxwell Construction Inc. reserves the right to assess a penalty of no more than \$500 for each business week that payment is late.

7. TERM. Maxwell Construction Inc. shall commence the above stated services immediately and shall complete the work according to a construction schedule approved by Kane County prior to the commencement of the construction phase of the project.

8. PERMITS. Application for and procurement of all necessary building permits required by local or county government for the contracted Services will be the responsibility of Maxwell Construction Inc.. The cost for all permits will be included in the GMP (guaranteed maximum price) submitted by Maxwell Construction Inc. to Kane County for approval at the end of the design phase of the project.

9. INSURANCE. Maxwell Construction Inc. will maintain valid insurance covering its full liability under the Workers' Compensation laws of the State of Utah and shall maintain general liability insurance for the construction site during the period of construction.

Maxwell Construction Inc. will provide a performance and payment bond to cover the cost of completion of the project if Maxwell Construction Inc. is unable to complete the project, or to pay any subcontractors if Maxwell Construction Inc. is unable to complete a payment for a subcontractor. The insurance policy must cover an amount of up to 120% of the construction contract amount.

Maxwell Construction Inc. will also provide builders risk insurance to protect against any accidental, intentional, or force of nature property damage that may occur during the construction of the project.

The premium due for both the performance and payment bond as well as the builders risk policy will be included in the GMP submitted to Kane County by Maxwell Construction Inc. at the end of the design phase of the project.

10. WARRANTY. Maxwell Construction Inc. shall complete all work in a timely manner. All work will be completed to meet or surpass generally accepted standards in Maxwell Construction Inc.'s area. Additionally, Maxwell Construction Inc. warrants the workmanship and materials of Services for one calendar year beginning on the date an occupancy permit is awarded by the governing municipality, or on the date of final inspection and a contract completion form is signed by Kane County.

11. UTILITIES. Kane County shall provide water and electrical service at all times during construction. Kane County shall permit Maxwell Construction Inc. to use, at no cost, any electrical

power and water necessary to carry out and complete the work.

12. INSPECTION. Kane County shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work required to be inspected, tested, or certified by any government department shall be done at each necessary stage of construction and before further construction can continue.

13. CAUSE FOR TERM EXTENSION. If circumstances arise outside of Maxwell Construction Inc.'s control, Maxwell Construction Inc. will be allowed to extend the term of this Contract without penalty. Cause for term extension shall include, but not be limited to, acts of God, fire, vandalism, storm, casualty, illness, injury, general unavailability of materials, unavailability of laborers, change orders by Kane County, supplier failures, or other similar occurrence. The extension period will be lesser than or equal to the number of business days progress was impeded due to any such circumstance. Maxwell Construction Inc. shall use all reasonable effort to avoid or remove any impedance to the progress of the project.

14. CHANGE ORDERS. Any change or deviation Kane County may wish to make after the commencement of the construction period for the project must be submitted to Maxwell Construction Inc. in writing requesting a change before the phase of construction, to which the desired change pertains, has commenced.

Upon receiving written notice of a change order, Maxwell Construction Inc. will produce and submit an estimated cost of the change order to Kane County. All change order estimates will include a contractor fee of 12% of the total change order amount.

Kane County shall approve, in writing, the change order estimated cost submitted by Maxwell Construction Inc., and shall make payment to Maxwell Construction Inc. in the amount of 50% of the change order estimated cost as a deposit on the requested change order. Written approval and payment of deposit must be received by Maxwell Construction Inc. before that phase of construction to which the change order pertains will proceed.

In the event a change order has been requested by Kane County prior to commencement of the construction phase of the project, the same procedure as stated above will be followed EXCEPT no deposit will be required at the time the change order is requested. Payment for any change orders in place prior to commencement of construction on the project will be requested and paid as described above in "Payment".

15. SIGNATORIES. This Agreement shall be signed in behalf of Kane County by Patty Kubeja, a duly authorized representative of Kane County, and on behalf of Maxwell Construction Inc. by Michael Maxwell, Owner (Contractors License: Utah 372720-5501), and shall be effective as of November 6, 2023.

For Kane County MBA:

Patty Kubeja, Chair, Kane County Municipal Building Authority

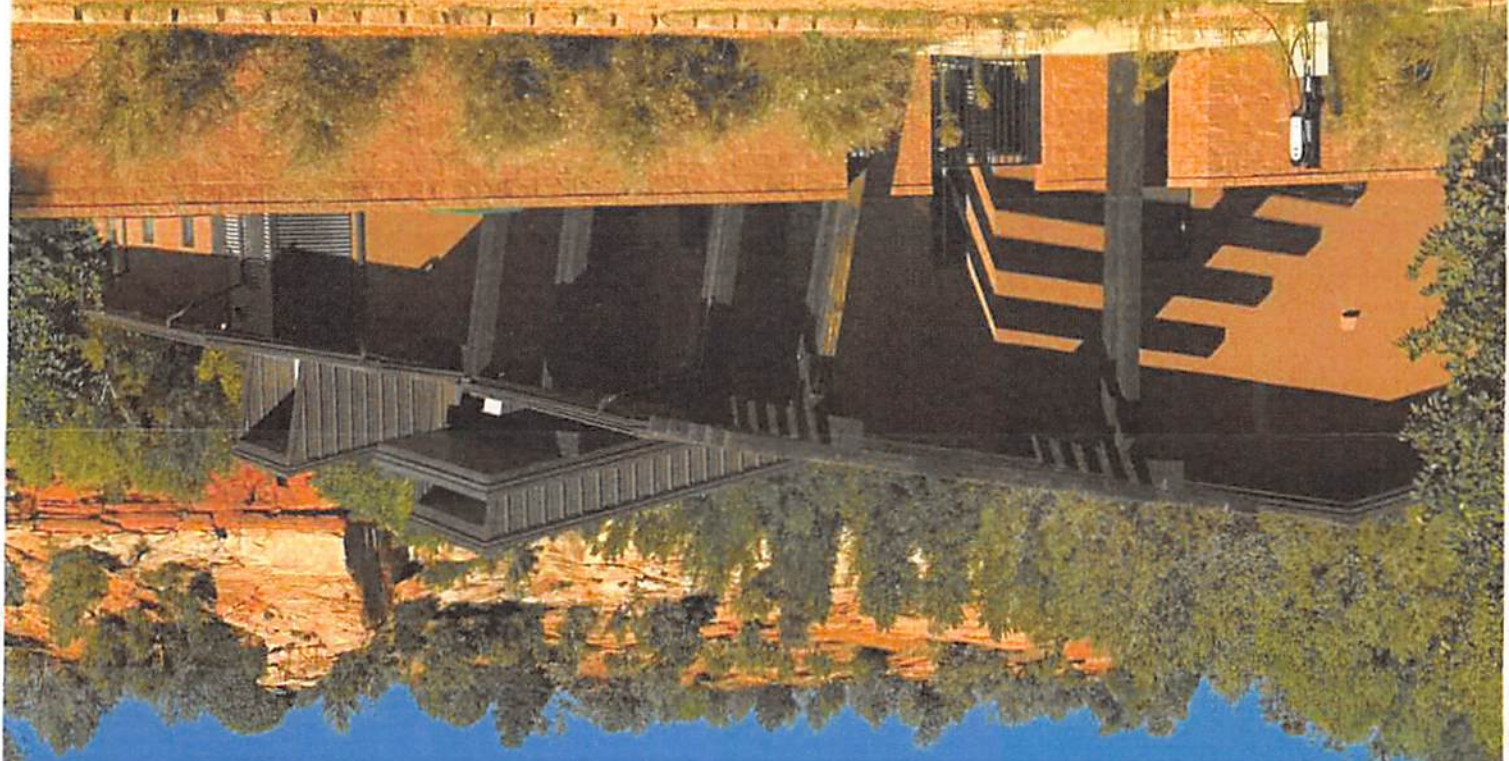
For Contractor:

Michael Maxwell, Owner
Maxwell Construction Inc., Contractor's License: Utah 372720-5501

Exhibit A
Request for Proposals for Construction Management / General Contract Services

Exhibit B
Maxwell Construction Project Proposal

Kane County Multi-Purpose Building



Project Proposal



195 E Center Street
Glendale, Utah 84729
435-648-2205

Table of Contents

Section 2 - Cover Letter

Section 3 - Experience and Qualifications

Section 4 - Project Team

Section 5 - Project Management

Section 6 - Design Assist & Value Engineering

Section 7 - Schedule & Narrative

Section 8 - References & Past Performance

Section 9 - Potential Project Risks

Section 10 - Local Community Engagement

Section 11 - Cost Proposal



September 15, 2023

Kane County Multi-Purpose Building | Page 3

Kane County
76 N. Main
Kanab, Utah 84741

RE: Kane County – Multi-Purpose Building

Dear Selection Committee,

We have a strong desire to contract with Kane County to assist in the design, and to perform construction of this project. I certify that our firm and our experienced project team have the capacity to deliver both phases of this project: the Pre-construction Phase and the Construction Phase.

We are experienced builders in Kane County. We currently have multiple projects in Kane County including the addition/renovation of the Kane County Building and Civic Center Building B. **We commit to work together to understand design intent, explore value engineering options, and provide our knowledge of construction to bring solutions to this project.**

Our team has more combined years of experience building in Kane County than any other team or contractor. From pre-construction through completion, this project will have the **full attention of professionals who have delivered pre-construction & construction services in Kane County for more than 40 years.**

Your point of contact is:

Michael Maxwell, mike@maxwellconstruction.net
435-648-2205 (office)
435-817-7176 (mobile)
PO Box 129, Glendale, UT 84729

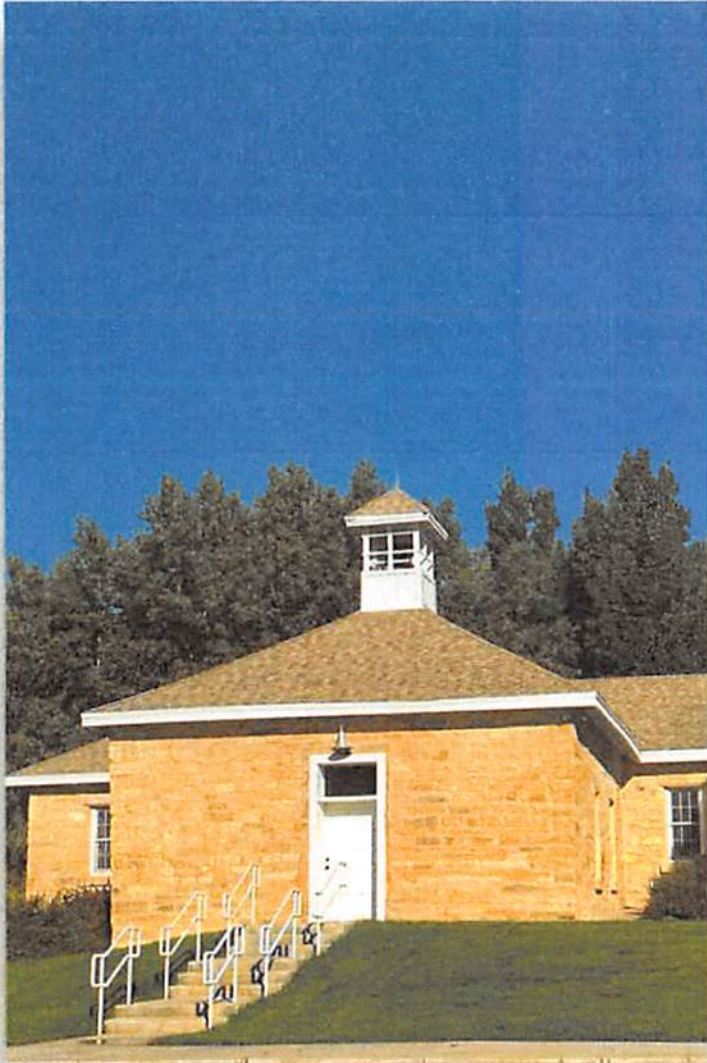
Thank you very much for this opportunity. We sincerely look forward to working with you.



Michael Maxwell
Owner & Manager
Maxwell Construction Inc.



3 - Experience & Qualifications



Maxwell Construction Inc. is a family owned and operated company which has been in business for 30 years. The founders, Kevin and JD Maxwell, started the company after already having more than 30 years combined experience in the construction industry.

Maxwell Construction is now owned and operated by Kevin Maxwell, JD Maxwell, Michael Maxwell, and Lance Maxwell. Together they have more than 100 years experience in the construction industry, both in residential and commercial construction.

From its inception, Maxwell Construction Inc has specialized in the construction of custom buildings, striving to realize the desires of the client while also meeting budgetary restraints.

Value engineering has been a core component in the pre-construction phase of each and every project with which Maxwell Construction Inc has been involved.

Maxwell Construction Inc takes pride in having a reputation of delivering the highest quality while working with the client to reduce the overall cost of a project as much as possible.



4 - Project Team

Kevin Maxwell - President, CEO



- 30+ years as President
- 50+ years construction experience
- Involved in management and value engineering

Lance Maxwell - CPO, Construction Manager



- 10+ years construction experience
- 6+ years construction management experience
- Intimate involvement with cost estimating, value engineering, and construction management
- 90% of time dedicated to this project
- Onsite, and involved daily

JD Maxwell - Vice President, COO



- 30+ years as VP
- 40+ years construction experience
- Involved in management and value engineering
- 15% of time dedicated to this job

Additional Staff

- On site as needed

Michael Maxwell - CFO, Project Manager



- 12+ years construction experience
- 8+ years CMGC experience
- Intimate involvement with cost estimating, value engineering, and project management
- 50% of time dedicated to this project



5 - Project Management

Maxwell Construction Inc has been in a design assist role for the majority of its projects completed in the last 30 years. Each member of the team participates in this process to maximize input in design and value engineering. This same process which has served Maxwell Construction for years will be applied to this project. Each member of our management team will participate during the pre-construction phase of the project allowing for the invaluable input of the most experienced members as they work side by side with the team members who will be involved during the construction phase. By involving our management team in the design phase we will be able to more thoroughly understand the vision of the design team and offer input based on many years of experience. We will be able to suggest design elements that will limit cost, improve function and maximize quality.

Maxwell Construction Inc prides ourselves on honesty and transparency. On design assist projects such as this we recommend a very transparent process when it comes to subcontractor selection and final price negotiations. We want the Owner and the Design Team to be involved in the review and selection of subcontractor bids so that they can make recommendations based on their review. By collaborating as a team we are all aware of what is included in the bid and it sets the project up for better success.

Staffing Responsibilities:

Kevin Maxwell & JD Maxwell

- Role: Project Executive
- Responsibilities: provide assistance and oversight throughout all phases of the contract.

Michael Maxwell

- Role: Pre-Construction Manager, Project Manager
- Responsibilities: oversee Design-Assist Services, establish Value Engineering options & project pricing, manage pre-qualification of subcontractors and final project pricing, invoices & billings, material procurement

Lance Maxwell

- Role: Construction Manager/Superintendent
- Responsibilities: collaborate through design services, assist in subcontractor procurement, project supervision, safety management, subcontractor coordination and personnel management

We affirm that all individuals mentioned in this section will be fully dedicated to the proper completion of this project.

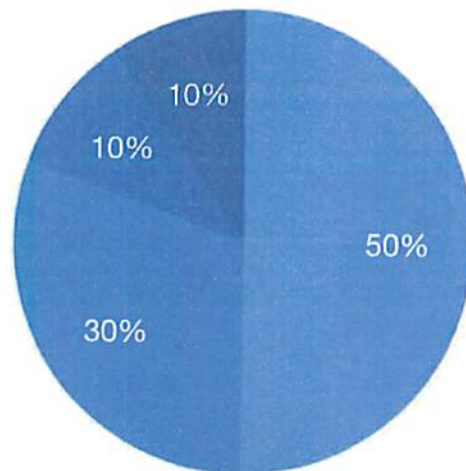
By including the project executives and construction management team during the design phase of the project it will help ensure the overall goals of the Owners are achieved. The understanding of the project requirements will be more complete across the entire management team. This allows for a seamless process in bidding and pricing as well as through the entire construction phase of the project. The over-arching objective of Maxwell Construction is to provide the Owners with a hassle free construction experience while providing top quality at the lowest price.



5 - Project Management

Pre-Construction Team Involvement Chart

● Michael ● Lance ● JD ● Kevin



Maxwell Construction Pre- Construction Team will consist of Kevin Maxwell, JD Maxwell, Michael Maxwell, and Lance Maxwell.

Michael Maxwell

- Michael will be the pre-construction manager and project manager. During pre-construction Michael will be most heavily involved. Michael will be in charge of estimating, schedules, constructibility reports, procuring subcontractors, final bid, and correspondence between Maxwell Construction and the Owner/Architect.
- During pre-construction Michael will spend 80% of his time dedicated to this project.

Lance Maxwell

- During pre-construction Lance will also be heavily involved, attending all design meetings and providing valuable input. He will assist in procuring subcontractors and establishing a construction schedule.
- During pre-construction Lance will spend 20% of his time dedicated to this project.

Kevin Maxwell & JD Maxwell

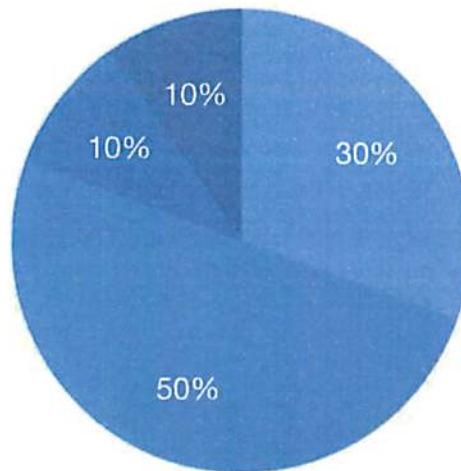
- During pre-construction Kevin and JD will be involved in advisory and support roles especially Value-Engineering and risk management.
- During pre-construction Kevin and JD will spend 10% of their time dedicated to this project



5 - Project Management

Construction Services Team Involvement Chart

● Michael ● Lance ● JD ● Additional Staff



Maxwell Construction Construction Team will consist of JD Maxwell, Michael Maxwell, Lance Maxwell, and other support staff as necessary.

Lance Maxwell

- Lance will be the construction manager and superintendent. He will manage the construction site, manage safety, manage subcontractors and personnel, and manage quality control. Lance will be on site daily.
- During construction Lance will spend 90% of his time dedicated to this project.

Michael Maxwell

- During construction Michael will continue in the role of project manager. He will manage material procurement, inspections, and correspondence with Owner if/when RFIs or change orders are needed. Michael will also handle billings.
- During pre-construction Michael will spend 30-40% of his time dedicated to this project.

JD Maxwell

- During construction JD will continue to be involved in advisory and support role.

Additional Staff

- Additional Maxwell Construction staff will be involved during the construction phase as needed.
- It is anticipated that additional staff will spend 20% of time dedicated to this project.



6 - Design Assist & Value Engineering

Considering the Design-Assist nature of this project the following action plan has been developed to help us work through the design phase.

This action plan was developed assuming a pre-construction meeting will be held twice a month starting the first month after the contract is awarded. Maxwell Construction will approach the first meeting of each month as a design discussion meeting. In this meeting Maxwell Construction will come to know the desire and intent of the owner as well as design strategies from the architect. Maxwell Construction will give input and suggestions during this discussion which, based on our experience, will lower cost, improve quality, and shorten construction time.

For the second design meeting of each month, in addition to participating in the design discussion, Maxwell Construction will provide a conceptual project budget and estimated construction timeline based from historical data and input from key subcontractors.

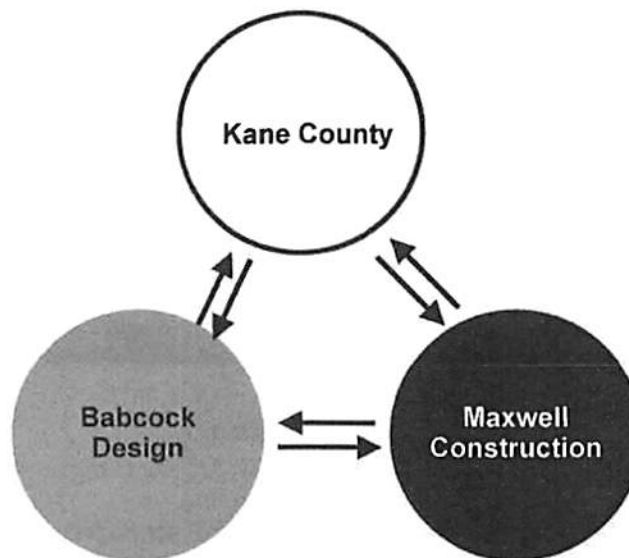
The following breakdown details the services that Maxwell Construction will provide to aid in the Design-Assist process:

- Initial Design Meeting/Project Start-Up (held within 1-2 weeks after contract is awarded)
 - Maxwell Construction will come to an understanding of the project intent, design and functional requirements, and budgetary restraints.
 - Maxwell Construction will provide a list of potential risks initially foreseen along with recommendations to mitigate these risks.
- 15 % Design Assist Meeting (held approx. 2 weeks after initial meeting)
 - Maxwell Construction will provide conceptual budget and construction schedule
 - Maxwell Construction will supply Owner & Architect with a list of potential Value Engineering Options for their consideration.
 - Maxwell Construction will provide the Owner & Architect with a Constructibility Report that will identify concerns between the different building components.
- 30 % Design Meeting (held approx. 2 weeks after 15% meeting)
 - Maxwell Construction will discuss and provide input on the Value Engineering options selected by Owner
 - Maxwell Construction will discuss and provide input on any additional changes made to the design from the initial design meeting.
- 45% Design Meeting (held approx. 2 weeks after 30% meeting)
 - Maxwell Construction will provide a revised conceptual project budget and schedule with updates from the Value Engineering options selected in the 30% meeting.
 - Maxwell Construction will discuss and provide input on the proposed design.



6 - Design Assist & Value Engineering

- 60% Design Meeting (held approx. 2 weeks after 45% meeting)
 - Maxwell Construction will provide a constructibility report detailing any risks or concerns seen in the proposed design.
 - Maxwell Construction will discuss these risks with owner and architect to determine solutions for risk mitigation
- 75% Design Meeting (held approx. 2 weeks after 60% meeting)
 - Maxwell Construction will provide updated conceptual project budget and schedule.
 - Maxwell Construction will discuss any last minute changes requested by Owner/Architect.
 - Maxwell Construction will identify any specific requirements from the Owner before sending out final plans & specs for subcontractor pricing.
- 90% Design Meeting (held approx. 2 weeks after 75% meeting)
 - Maxwell Construction will provide one final conceptual project budget with any design updates from the 75% design meeting. This will allow for any last minute changes by the Owner before final pricing is established.
 - Maxwell Construction will provide proposals from sub-contractors to review with the Owner and Architect.
- Final Pricing Review (held approx. 2 weeks after 90% construction documents are issued)
 - Maxwell Construction will provide the Owner with a final pricing breakdown for their review.
 - Maxwell Construction will provide the Owner with our recommended project team and established budget.



6 - Design & Value Engineering

Scheduling-

We understand that time is of the essence for the Owner and the design team. In section 5.1 above, we have supplied a detailed breakdown of our design phase services with estimated time frames. This will show that we never want to be the reason for any delays. We give our full commitment to provide timely responses and adequate resources to complete our scope of work beyond expectations.

Constructibility-

It is vital during the design phase to insure realistic expectations for construction requirements. To aid in this process we will perform constructibility reviews at each of the design milestones. These reports will include clash detection between building systems, product procurement feasibility, and preferred methods of construction. We will provide these reports for the Owner and design team to review and take action as necessary.

Cost Reduction-

Throughout the design process we will provide value engineering reviews. The objective of these reviews are to analyze: building systems, material selections, construction methods, etc. and provide options to help save costs. We want to ensure the Owner is getting the best quality product for the price and that we aren't wasting money for unnecessary items or product brands.

Enhanced Value-

The enhanced value that we would provide for this project is our vast experience and knowledge of performing Design-Assist Projects in the rural Southeastern Utah Market. We have been servicing this area for over 40 years and we have built many relationships with local subcontractors and suppliers that will bring great added value to this project.

Conclusion-

We believe bringing Maxwell Construction on as your contractor during the design phase will allow us to guide important decisions; which will save cost and define and mitigate risks to the construction schedule. We will work diligently with the Owners and Architect to preserve design intent, while providing valuable input and data gleaned from years of construction experience.



7 - Schedule & Narrative

Construction Schedule

Maxwell Construction understands the desire of Kane County to expedite the construction of this project thus allowing for the use of the building as quickly as possible. It is understood that Kane County would like to occupy the building toward the end of 2024, however Maxwell Construction believes a 12 month construction phase is a more realistic goal for this project.

Maxwell Construction is dedicated to providing a streamlined process and will recognize and mitigate potential risks to the project which could extend the construction schedule. Maxwell Construction will utilize and implement the following tools and procedures to mitigate potential risks to the construction schedule.

Construction Schedule & Critical Path

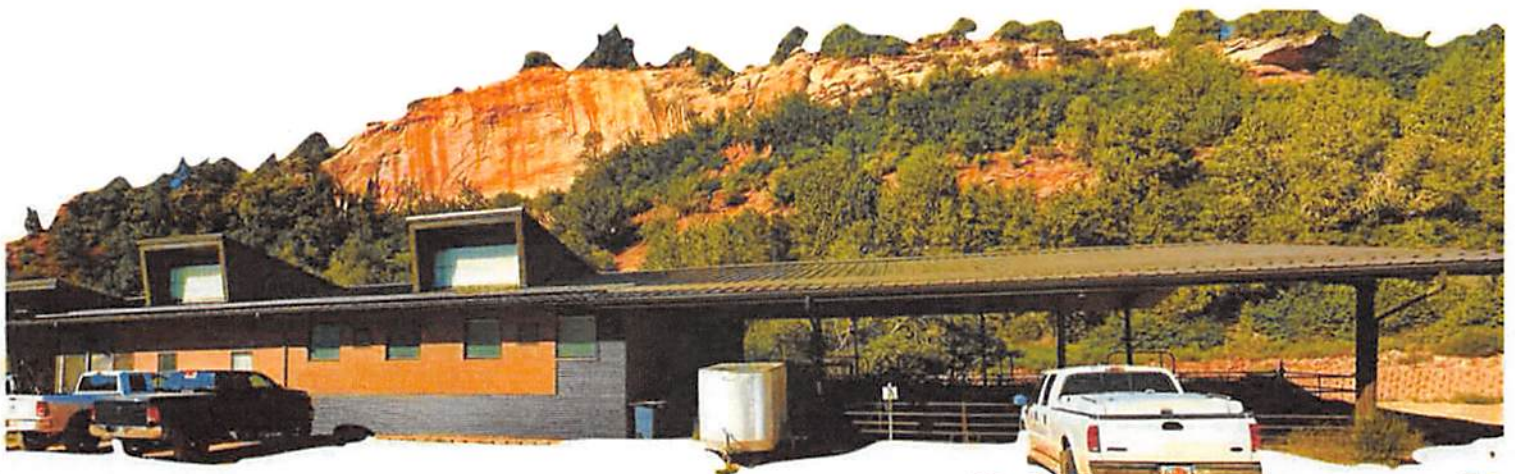
A construction schedule will be developed during pre-construction. This schedule will allow for a construction critical path to be generated. Maxwell Construction will monitor this construction schedule daily to recognize at risk areas ahead of time. Owners and sub-contractors will have access to this schedule and critical path allowing every involved entity to stay up to date on the construction schedule and make sure milestones are being achieved as scheduled.

Weekly Owners and Sub-Contractor Meetings

Maxwell Construction will lead weekly owners and subcontractor meetings allowing for discussion on the progress of the project and continually keeping owners up to date on the project status. Sub contractor meetings will be held allowing for discussion and presentation of any concerns subcontractors may have allowing for mitigation prior to effecting the construction schedule.

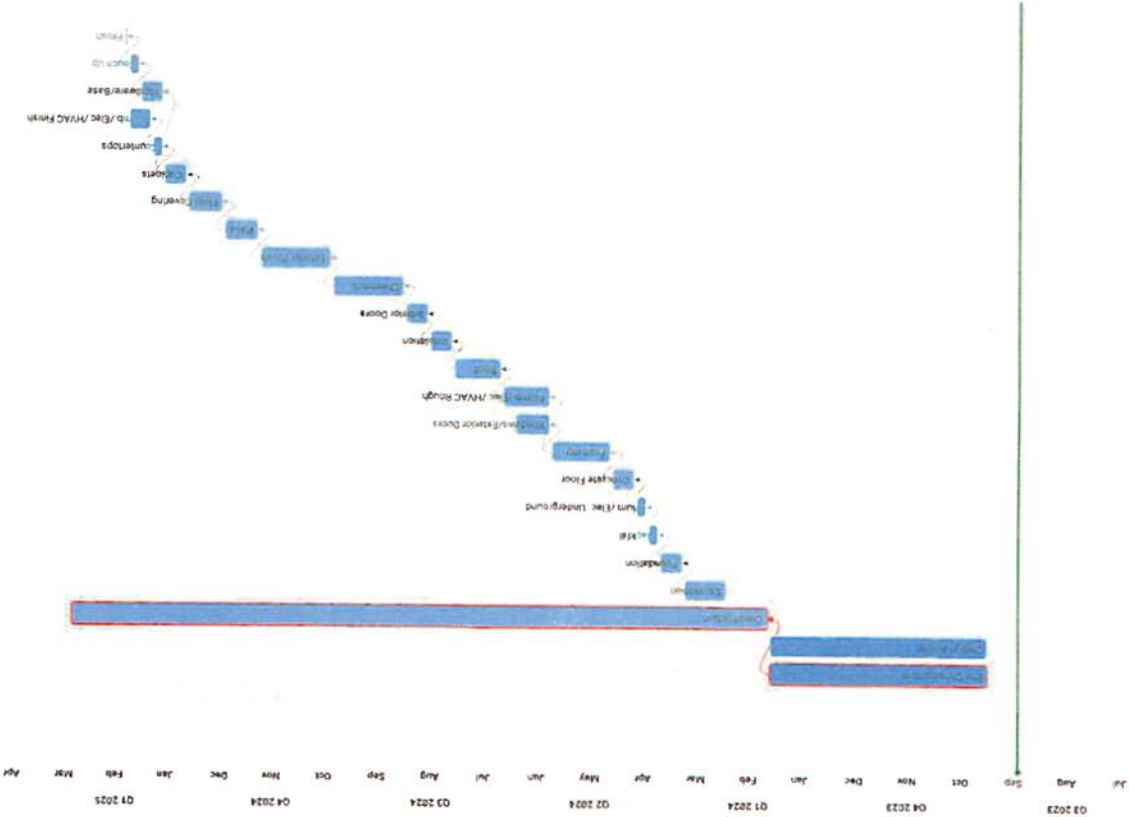
Goal & Guarantee

Our goal for this project is to deliver the best quality product while maintaining an agreeable construction schedule. We are committed to deliver this project at the highest quality standards and meet the owner expectations in construction schedule.



7 - Schedule & Narrative

Task	Start Date	End Date	Duration
Pre-Construction	10/2/2023	2/2/2024	80d
Design Assist	10/2/2023	2/2/2024	90d
Construction	2/5/2024	3/11/2025	287d
Excavation	2/29/2024	3/22/2024	17d
Foundation	3/25/2024	4/5/2024	10d
Backfill	4/6/2024	4/12/2024	5d
Pum./Elec. Underground	4/15/2024	4/19/2024	5d
Concrete Floor	4/22/2024	5/3/2024	10d
Framing	5/6/2024	6/7/2024	26d
Window/Exterior Doors	6/10/2024	6/28/2024	15d
Pump./Elec./HVAC Rough	6/10/2024	7/5/2024	20d
Roof	7/8/2024	8/2/2024	20d
Insulation	8/5/2024	8/16/2024	10d
Interior Doors	8/19/2024	8/30/2024	10d
Sheetrock	9/2/2024	10/11/2024	30d
Exterior Finish	10/14/2024	11/22/2024	30d
Paint	11/25/2024	12/13/2024	15d
Floor Covering	12/16/2024	1/3/2025	15d
Cabinets	1/6/2025	1/17/2025	10d
Countertops	1/20/2025	1/24/2025	5d
Pump./Elec./HVAC Finish	1/27/2025	2/7/2025	10d
Hardware/Basic	1/29/2025	1/31/2025	10d
Touch Up	2/3/2025	2/7/2025	5d
Finish	2/10/2025	2/10/2025	1d



8 - References & Past Performance

Project:

Horse Arena & Horse Clinic

Owner:

Best Friends Animal Sanctuary

Contact:

Bart Batista (808) 348-9769

Completion Date:

September 2019

Address:

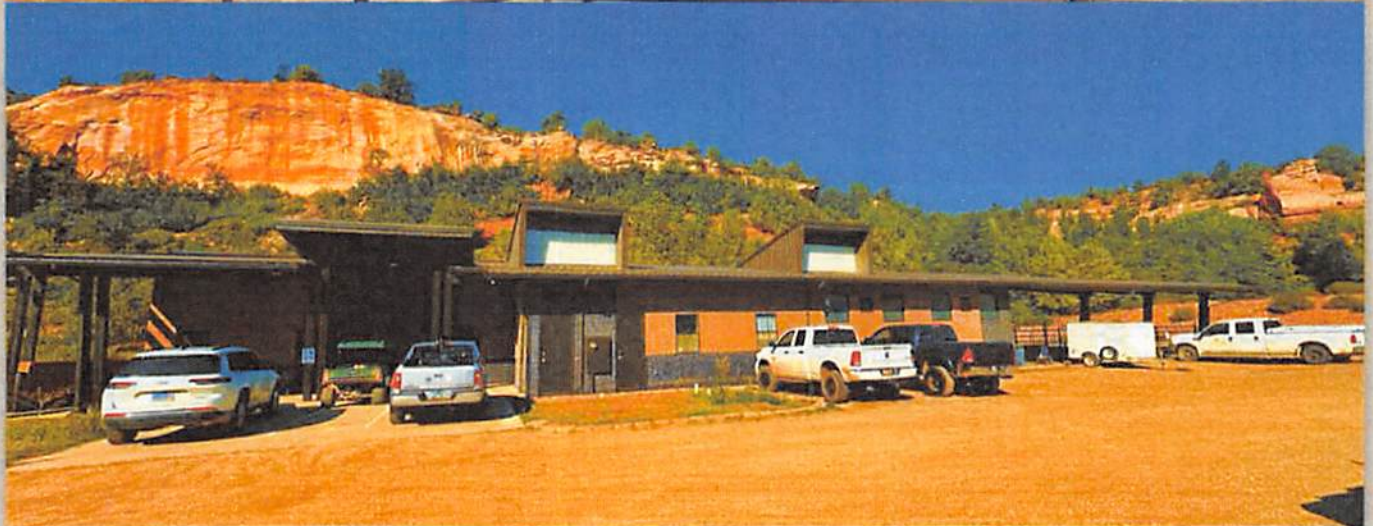
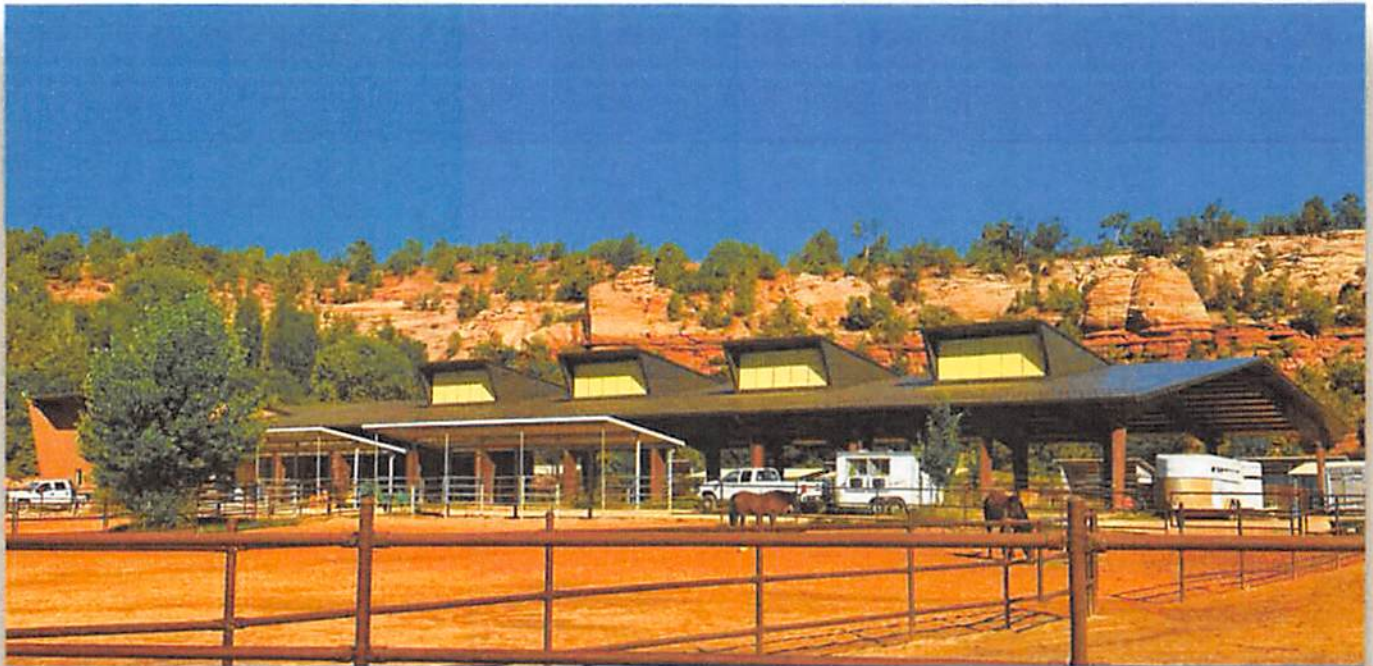
Best Friends Animal Sanctuary, Kanab Creek Rd, Kanab Utah

Duration:

9 month contract for each building

Size/Cost:

20,000 Sq. Ft. (Combined) / \$2.5 Million (Combined)



8 - References & Past Performance

Project: Kane County North Event Center
Owner: Kane County
Contact: Dirk Clayson (435) 616-1234
Completion Date: December 2013
Address: Mile Post 87 HWY 89, Orderville, Utah
Duration: 12 Months
Size/Cost: 20,000 Sq. Ft. / Cost Unknown



8 - References & Past Performance

Project: Zion Ponderosa Ranch / Employee Housing & Shower House

Owner: Zion Ponderosa Ranch Resort

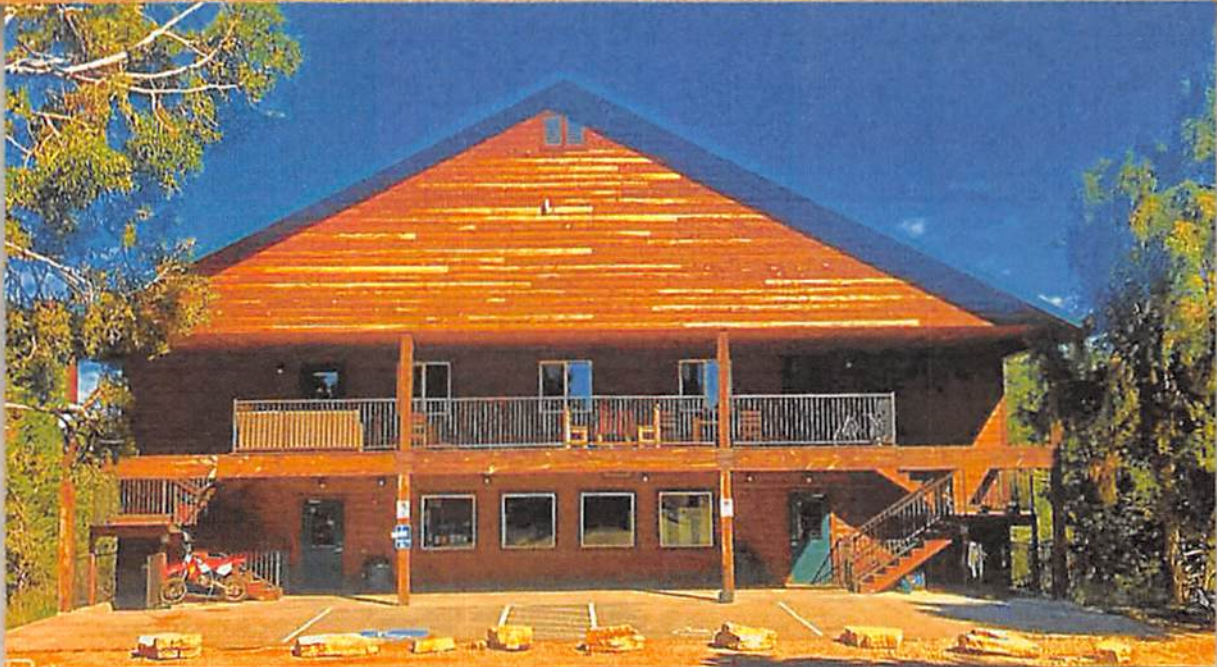
Contact: Julie Millard (435) 691-2940

Completion Date: May 2016

Address: Zion Ponderosa Ranch, East Zion, Utah

Duration: 18 months combined

Size/Cost: 15,000 Sq. Ft. (combined) / \$1.5 Million (combined)



8 - References and Past Performance

Project:	Kane County Building
Owner:	Kane County
Contact:	Wade Heaton (435) 691-1997 Tracy Glover (435) 689-0437 Kris Ramsay (435) 313-5671
Completion Date:	December 2023 (estimated)
Address:	76 N. Main, Kanab, Utah
Duration:	12 month contract - construction phase 8 months (estimated)
Size/Cost:	15,000 Sq. Ft. (addition/renovation) / \$1.5 Million

Project:	Kanab Civic Center Building B
Owner:	Kane County
Contact:	Wade Heaton (435) 691-1997 Tracy Glover (435) 689-0437 Kris Ramsay (435) 313-5671
Completion Date:	March 2024 (estimated)
Address:	20 N 100 E, Kanab, Utah
Duration:	12 month contract - construction phase 9 months (estimated)
Size/Cost:	15,000 Sq. Ft. (addition/renovation) / \$2.3 Million

Project:	Kane County Road Shed - Glendale
Owner:	Kane County
Contact:	Wade Heaton (435) 691-1997 Tracy Glover (435) 689-0437
Completion Date:	November 2023 (estimated)
Address:	Glendale, Utah
Duration:	200 Days (estimated)
Size/Cost:	10,000 Sq. Ft. (addition/renovation) / \$1.1 Million



9 - Potential Project Risks

Maxwell Construction has determined the following to be preconceived potential risks that may be encountered during design and construction of this project, along with mitigation strategies to avoid extensive delays. Maxwell Construction makes no assertion as to the comprehensiveness of this list and gives no guarantee to its completeness.

Expansive Soils-

- A potential risk Maxwell Construction has found to be common in the Kanab area is the presence of expansive soils on the proposed building lot. If expansive soil is found, mitigation options can become expensive and time consuming.
 - To mitigate the potential risk of delaying construction due to expansive soils, Maxwell Construction proposes completing the necessary geotechnical investigation as quickly as possible so results of that investigation are available for the first design meeting.
 - If expansive soils are found, determining the correct method of mitigating this issue could be first priority in design meetings.
 - Work necessary for the mitigation of the expansive soils could be initiated and completed during the design phase of the project, thus eliminating any risk in extending the construction phase.

Availability of Materials-

- The past few years the availability of certain materials has been questionable and lead times on that material if has been lengthy. Unavailability of materials could potentially lead to extensive delays in construction. To mitigate any delays Maxwell Construction proposes the following:
 - Design of mechanical systems be of first priority in the design phase so mechanical equipment can be ordered as quickly as possible.
 - All doors and windows be decided upon quickly in design phase so orders can be placed early.

Construction Schedule-

- It is the opinion of Maxwell Construction, based on years of experience building in Kane County, that a 12 month build time will be required to complete construction. Understanding that Kane County would like to occupy the building toward the end of the year 2024, Maxwell Construction is concerned the design phase of the project will not be completed in sufficient time to allow the 12 month construction phase with a completion date before the end of year 2024.



9 - Potential Project Risks

Kanab City Site Plan Review/Requirement-

- In recent projects with Kane County, Maxwell Construction has been made aware of Kanab City's requirement parking, landscaping, and the necessity for a site plan review. Maxwell Construction sees this process as a major risk to completion of the design phase by the end of January 2024 as Kane County is hoping. Mitigation:
 - Determine the requirements of Kanab City as one of the first priorities of the design phase.
 - Have site plan prepared complying with the requirements of Kanab City.
 - Submit this site plan to Kanab city within the first month of the design phase.

Cold Weather Construction-

- Maxwell Construction is aware of the desire of Kane County to begin the construction phase in the beginning of the year 2024. Assuming the design phase goes expeditiously and everything is ready for construction early 2024, Maxwell Construction sees inclement weather as a risk factor for both cost and extended construction time.
 - Cold weather construction will increase overall cost and extend construction phase.
 - An option would be to push the beginning of construction phase to early spring 2024.
 - If earliest possible completion date for the project is more paramount than overall cost, an option to mitigate both construction time and cost would be to complete excavation for the project end of year 2023.

** Maxwell Construction will continue to consider potential risks and will submit those risks to the owner expeditiously throughout pre-construction and construction.



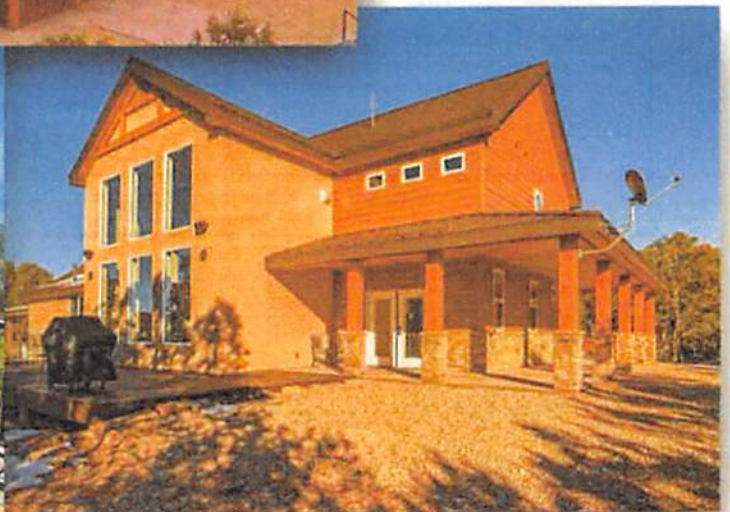
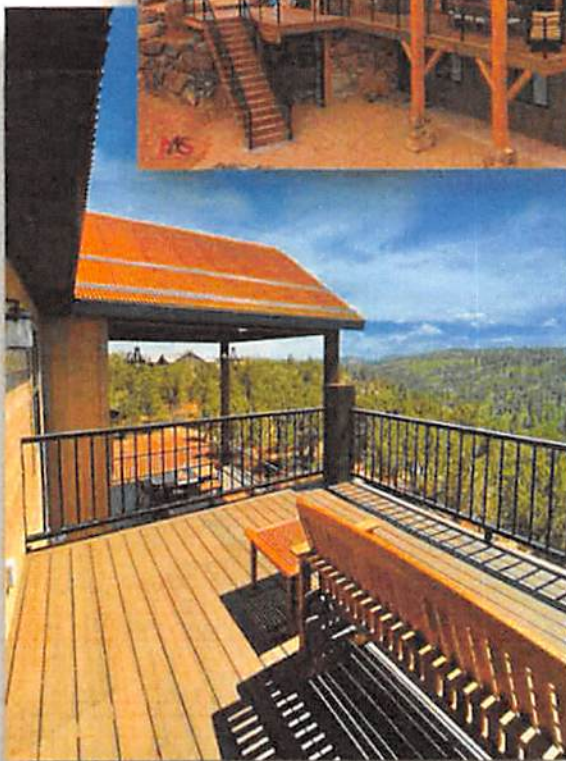
10 - Local Community Engagement

Maxwell Construction is a local Kane County company which has been in business for over 30 years. The business model to which Maxwell Construction has stayed true has been to serve the local citizens and communities. Although Maxwell Construction has grown through the years the desire to stay local has not changed.

In 30 years of business, Maxwell Construction, has worked diligently to establish strong relationships with locals business, municipalities, and citizens. Through hard work, delivering high quality workmanship, and honesty in business practice, Maxwell Construction has cultivated relationships in Kane County and built a reputation of the highest standing.

Maxwell Construction is dedicated to continuing the same level of professionalism and integrity that have led us to be one of the most reputable contractors in Kane County.

The Maxwell Construction management team are Kane County native residents and plan to continue doing business in Kane County and serving the Kane County people and communities as it has done since its inception. Community engagement and relations will continue to be one of the highest priorities for Maxwell Construction in this project and future projects as has always been the case.



11 - Cost Proposal

Item No.	Description	Basis	Value
1	Pre-Construction / Design Assist Price	Lump Sum	\$5,000
2	Overhead, Profit and General Conditions	Percentage	12%

*6.7% General Conditions
 **5.3% Profit & Overhead

General Conditions Breakdown	
Performance and Payment Bond	\$38,000
Temporary Facilities & Utilities	
-Portable Toilets	\$3,000
-Dumpster & Trash Removal	\$8,000
Site Facilities	
-Office Trailer	\$4,000
-Site Maintenance & Equipment	\$6,000
Site Fencing	\$4,200
Safety Barriers & Signing	\$1,800
Supervision	
-Superintendent	\$70,000
-Project Manager	\$30,000
-Office Staff & Administration	\$25,000
Final Clean	\$5,000
Mobilization	\$8,000
Total	\$203,000

