

ALPINE CITY COUNCIL AGENDA

NOTICE is hereby given that the **CITY COUNCIL** of Alpine City, Utah, will hold a Public Meeting on **Tuesday**, **August 5, 2025**, **at 12:00 noon**, at 20 North Main Street which can be viewed on the **Alpine City YouTube Channel**. A direct link to the channel can be found on the home page of the Alpine City website: **alpineut.gov**. Public comments will be accepted during the Public Comment portion of the meeting.

I. CALL MEETING TO ORDER

A. Roll Call Mayor Carla Merrill

B. Prayer by invitationC. Pledge by invitation

II. CONSENT CALENDAR

- A. Approval of Minutes for the June 8 City Council meeting
- B. Award Bid Fairview Circle Storm Drain Project, SMM Excavation: \$116,972.50
- C. Award Bid 2025 Overlay Project (bids will be opened Monday, August 4 at 2:00 pm. Results and recommendation to be provided.)
- D. Award Bid Manhole/Valve Adjustments for 2025 Overlay Project, Aarrow Landscape Construction LLC: \$178,000
- E. Approval of Contract with Navigate to Provide Construction Management Services for the Fire Station
- F. Approval of Revised RPF for CM/GC Services Alpine Fire Station Addition/Remodel
- III. PUBLIC COMMENT
- IV. REPORTS & PRESENTATIONS
- V. STAFF REPORTS
- VI. COUNCIL COMMUNICATION
- VII. CLOSED MEETING: Discuss litigation, property acquisition, or the professional character, conduct, or competence of personnel

Mayor Carla Merrill August 1, 2025

ALPINE CITY COUNCIL AGENDA

July 8, 2025

Mayor Pro Tem Jason Thelin called the meeting to order at 6:02 pm.

I. CALL MEETING TO ORDER

A. Roll Call

Mayor Pro Tem Jason Thelin

The following were present at the anchor location, which constituted a quorum: Jason Thelin, Chrissy Hannemann, Kelli Law, Jessica Smuin, and Brent Rummler. Mayor Merrill was excused.

Staff: Shane Sorensen, Ryan Robinson, Steve Doxey, Chief Brian Gwilliam, Chief Brian Patten, DeAnn Parry

Others: Robert Hanson, Sullivan Love, Codruta Boggs, Cadie Burton, Alex Hume, Winston Hume, Veloy Smith, Daniel Smith, Nadia Smith, Dennis Smith, Rachel LaComb, Heidi Smith, Jen Wadsworth, Gary & Carla Laney, Dale Smith, Bethany Sorensen, Sarah Blackwell, Emily Wayment, Bryan Mark Taylor

B. Praver Kelli Law

C. Pledge Chrissy Hannemann

II. CONSENT CALENDAR

- A. Approval of Minutes for the June 24th City Council Meeting
- B. Final Payment Mountain Water and Irrigation, WeatherTrak System for Healey Park: \$28,689.20
- C. Final Payment Holbrook Asphalt, HA5 Sealcoat Project: \$101,644.68
- D. Resolution R2025-14: Approval of Interlocal Agreement between Utah County and Alpine City for Road Projects within Alpine City
- E. Resolution R2025-16: Approval of Interlocal Agreement between Utah County and Alpine City for the 2025 Municipal Recreation Grant
- F. Approval for the Purchase of Western Star 47X Cab and Chassis, Premier Truck Group: \$160,787
- G. Approval for the Purchase of a Dump Bed for 10-Wheeler, Young Commercial & Fleet Center: \$51,790.71

Chrissy Hannemann asked if the road project and recreation ILAs were renewals or new agreements.

Shane Sorensen said the recreation grant is a new agreement. This grant is similar to the PARC Tax that is allocated to cities each year. We have saved ours for about five years and plan to use it to upgrade the court lighting at Burgess Park. In the future we will need to use it or lose it. The County does not select specific projects for the city, but they like to be informed.

The second agreement is a grant for street road projects for \$1M, and we have three years to spend the funds. We pay the money up front and then request reimbursement from the County.

Attorney Steve Doxey commented that a block for his signature was missing from the ILA for road projects. He asked that the addition of the signature block be part of the motion.

Jason Thelin and Chrissy Hannemann submitted edits for the minutes from June 24, 2025.

Motion: Brent Rummler moved to approve the Consent Calendar with changes to the minutes as proposed by Chrissy Hannemann and Jason Thelin, and that a signature block be added to Resolution R2025-14 the ILA for the road projects grant. Jessica Smuin seconded the motion. There were 5 yes votes and 0 no votes, as recorded below. The motion passed unanimously.

Yes No Excused
Jason Thelin
Chrissy Hannemann
Kelli Law
Jessica Smuin
Brent Rummler

III. PUBLIC COMMENT

Codruta Boggs – Ridge Drive, Alpine

Codruta came to further address the double pool slide being installed at 715 Ridge Crest Court and distributed prepared folders to the council. She said that this is a huge commercial slide which is being installed illegally within a few feet of the rear yard setback, in violation of required setbacks in the city code which is written for buildings. The slide will be a nuisance and an invasion of privacy. The exceptions allowed in the code are clearly for short buildings, not pool slides. If the pool platform is at 12'6," a 6-foot man standing on the slide would reach almost 19 feet. Codruta is requesting that the city require that the slide be moved to at least a 15-foot setback, which would include every point on the slide. She feels that if the city passes a new pool structure ordinance it should apply to this slide as well, because it is being installed illegally. She would like the council to oversee the remediation of this violation.

Gary Laney – Ridge Drive, Alpine

Gary said that in December, 2024, they noticed a pool slide being assembled. Gary contacted Don Quigley, Code Compliance, who said that there was no slide on plans, and if it were in violation, he would require it to be moved. Gary said Don did not get back to him. He then contacted Mayor Merrill, but she did not visit the site. He contacted council member Kelli Law. Gary reported that Kelli gave a less-than flattering report about staff responses.

Council member Kelli Law immediately responded that he absolutely did not say that.

Gary outlined the process that he followed several years ago to receive a permit from the city to install his fence. Gary does not think Mr. Parker followed this process to obtain a permit and is not considering his rear yard neighbors. Gary would like the city to stop the installation, review the situation, and consider the neighbor privacy issues.

Ryan Robinson said that he will send an email to the council with the history and information about the pool slide that is being disputed.

Soccer Field Report

Heidi Smith, Recreation Coordinator, reported on a challenge with the soccer fields in Alpine. Many league teams are allowing their own fields to rest so that the grass will grow back before the fall season. This means that they are coming to use our fields, which creates conflicts with teams who have paid to use our fields. Because of overuse and restricted watering, the Smooth Canyon and Healey fields are struggling. Heidi would like to close the fields to practices, scrimmages, and sports camps for at least a month to allow the grass to recover. She has spoken with Parks Lead, Troy Hacket, and he is in support of this proposal.

Heidi and the council discussed the following issues:

- North Utah County Soccer and Surf have contracts with the city and have paid for soccer field use. These coaches understand the need for the fields to recover and have volunteered to reduce their use to help with this effort. We need to honor the contracts we have made with these teams
- It is a new situation to have other club teams coming to Alpine to allow their own fields to rest.
- Club teams (without a contract with the city) who are using our fields to train players who pay fees for that training is similar to instructors who want to charge students for tennis lessons on our courts. It is against our policy to use city facilities for free and charge participants for a personal business.
- School soccer fields are regulated by the District, not the city.

Heidi did not want to enact restrictions without council approval. She asked that council members send feedback to her.

2 3 4 5 6 7 8 9 10 23 26 29 30 32 33 35 54 55

IV. REPORTS & PRESENTATIONS

A. Eagle Scout Presentation – Winston Hume

Winston Hume from Troop 10B presented his proposed eagle project. He wants to replace a failing bridge on Redford Run and believes the city will benefit because this area is currently dangerous for bikers and hikers. Also, if the bridge collapsed completely, it would block the canal. Winston plans to remove the old bridge, build a new one in his barn, make trail improvements, and install the new bridge with concrete foundation blocks.

Winston requested that the city donate the materials for the bridge. He will recruit volunteers and friends, have them bring tools, give them tasks, and provide food for them. He will ensure safety by requiring that everyone wears gloves and any other necessary equipment. Winston would like to build the bridge this month and install it before fall. This will help the community by preventing potential flooding and will encourage people to be active and use the trails.

Shane Sorensen said that the last few bridges were built on the city Day of Service in September. Citizens created a materials list, and the city ordered and paid for those supplies. Council members commented that other youth have done eagle projects in town and the city has provided

they follow the National Forest Service guidelines for trail bridge design.

the materials.

Scout Leader, Alex Hume, said they have already spoken with the Trails Committee, who suggested that

Shane Sorensen said that there is trail improvement money in our budget, and this project might cost \$3,000-4,500 for materials. We would want the bridge installed high enough that spring flood waters could pass underneath. Shane suggested that they schedule a time to meet on site. Landon Wallace has a great deal of experience and could help evaluate the plan.

The council was in favor of the project.

Mayor Pro Tem Jason Thelin thanked Winston Hume and Troop 10B for helping to improve our city.

B. Financial Report through the fourth quarter FY2025

Shane Sorensen reported that we are still paying for some expenses from the last fiscal year and are waiting to receive tax revenues. It will likely be mid-August before we have all the FY2025 expenses paid. This financial statement does not reflect the transfer of money from the General Fund to the Capital Improvement Fund, but that will be done before the fiscal year is closed out. Shane explained the various graphs and said that the complete financial statement was included in the packet. The city is on track to meet our budgeted revenue. The annual audit will begin the day after Labor Day and be presented to the council in September or early October.

C. Pressurized Irrigation Update

Shane Sorensen gave an update on the pressurized irrigation (PI) situation in the city. Because April had very warm weather and the snow melted quickly, most of the water ran directly into Utah Lake. This created a situation where we could not keep up with the PI demand in the two upper zones. We recently sent out a message asking residents and agricultural users to reduce their watering by 50 percent. The city also did this on our properties. These reductions helped get us back on track.

Typically, Alpine is able to get 100 percent of the Dry Creek and Fort Creek water on July 10. This year we were able to get the water early from Lehi City. We are also hoping for rain in the forecast. We have sent out a follow-up message telling residents that they can now water at 85 percent of normal.

Shane discussed some tables from our Master Plan showing the improvements we need to make to correct existing deficiencies, and what infrastructure will be needed when we reach build-out. We can increase our PI line size when we install the Canyon Crest Road improvements next year, which would allow us to use Healey well water and Central Utah Project (CUP) water at the same time. This would

benefit the middle and upper zones. The new proposed line is 24 inches, while a typical PI pipe is only 8 inches. This will let us get the water to places where we can install other improvements, like booster pumps. This is especially important in dry years.

John Schiess at Horrocks Engineering is currently working to update the costs from the 2021 plan so that we can prioritize which projects will be most beneficial. John will present this information and a proposed timeline to the council. We could also discuss the details in a work session, if desired.

Mayor Pro Tem Jason Thelin said that it appears that the 24-inch pipe is a critical factor and a high priority.

Shane agreed but said that the larger pipes alone will not solve the problem. We will also need pumps to push the water. The culinary system works in the opposite way, as it is gravity fed. Pressurized irrigation sources are challenging because they vary every year, depending on temperatures and snowpack.

Jessica Smuin said her interpretation of Table 5 in the report is that our sources are adequate, but that storage and pressure are the big problems.

Shane Sorensen said it is a combination of all the factors. If we have a wet year, the well could sit idle. In a year like this one, we could really use that water.

Brent Rummler asked about alternative funding.

Shane said that the state has some new programs available and we have submitted applications for those, the Division of Water Resources offers low interest loans, and the WaterSmart program has partial funding for drought relief with new wells. We are investigating all the options for funding, and we may need to bond for some of the infrastructure cost. John Schiess is also trying to identify additional funding opportunities.

Chrissy Hannemann said that she has received calls from residents asking about the study that was done in 2021, and they want to know why we are not moving forward on this project. Chrissy also mentioned how fortunate we are to have local water sources, although we are dependent on Mother Nature.

Shane Sorensen said that we have \$2.2M in the PI fund, and \$900,000 from a recent grant. Our Finance Director says that water projects should be paid from water funds. If we do not have the money, we should bond. If our user rates are not high enough to cover the bond payment, we should raise the rates.

Brent Rummler commented that our water rates have been steady for a long time.

Shane said that according to the plan, we have raised the PI rates three percent for the each of the last three years. We have a five-year plan in place for PI, and then we will reassess. A study on our culinary rates is underway.

Brent Rummler noted that our water source is Mother Nature, and we need infrastructure to access that water. In deficient years like this, we especially need these improvements to provide for our residents.

Kelli Law commented that there has been an ongoing debate on the proposed Heritage Hills well. If storage and pressure are where the council wants to focus, this may be why the project has not moved forward. Kelli encouraged council members to do the water tour with Greg. Of all the water pumped in the city, culinary household water accounts for a very small percentage. We use a tremendous amount of water on our lawns. Perhaps we could look at solutions in addition to wells and larger pipes to reduce our need for water. Kelli mentioned the estimated cost for the Heritage Hills well at \$4M. In a drought year like this one, would it be worth it?

Shane said that the low zone is not much of an issue, as most of our PI sources are in the low zone and it is easier to provide water there. Getting PI water up to the middle and high zones is the problem. It is a complicated system, and Shane would be happy to schedule a work session to explain the details. It

would be good to have the updated numbers from Horrocks before we meet. Shane wanted the council to consider the PI issues so we can prepare to make decisions.

Shane invited the council to send him their questions and agreed with Kelli Law that a ride along with Water Supervisor, Greg Kmetzsch, would be very enlightening.

Mayor Pro Tem Jason Thelin thanked two candidates for City Council, Jen Wadsworth and Sarah Blackwell, for attending tonight's meeting.

V. ACTION/ DISCUSSION ITEMS

A. Resolution R2025-17: Sculpture Garden Proposal – City Hall Block

Ryan Robinson said that the Heritage Arts Foundation wishes to create a sculpture garden on the City Hall block. Because this is a material change to a city park, the Planning Commission held a public hearing, a committee was formed to work on the design, and the plan is now before the council. Some considerations are the long-term commitment of staff to maintain the grounds, preserving green open space in the park, and coordinating with the fire station expansion. Because the fire station is the top priority, the Planning Commission recommended approval of the sculpture garden site plan for the designated area, subject to the design needs of the station. The committee and the Foundation would like a Resolution from the council so they can move forward with fundraising efforts.

The council members, Bob Hanson (Heritage Arts Foundation), Emily Wayment (landscape architect) and Bryan Mark Taylor (Sculpture Garden Committee) discussed the project:

- The council previously asked that the fire station driveway exit to the east. The exact layout could be finalized after the fire station floor plan is ready. The driveway would take precedence over the walking path. We do not want the Committee to go to the expense of installing garden areas and then require them to be removed.
- Shane Sorensen, Ryan Robinson, and the mayor met with a resident who works at Navigate. This company has helped other cities issue their RFPs, begin their building projects, and manage other upfront tasks. We are expecting a proposal from them and will bring it to the council. We are close to having the RFP ready to send out.
- The fundraising for the sculpture garden could take about two years, and the committee will need a more detailed site plan to present to potential donors. The committee has already identified the type of sculptures they would like to include, but other specifics would be decided by the council. The fundraising period will give the city and the Committee time to make adjustments to the garden layout.
- The Committee hopes to have a path that connects in a loop around the area. This design will also allow visitors with mobility needs to enjoy the garden.
- The garden would make good use of a space that is currently under-utilized and would be paid for with donor funds and grants. The city would take care of maintenance for the grounds.
- The motion needs to mention that the sculpture garden design is contingent on the final fire station design.
- The proposed water area in the plan ties into the history of Alpine. It could have a sculpture of a child playing in water and a pump that would be hand-operated. It is not a splash pad, but a small water play area using recirculated water.
- The committee has a complete vision of what they would like to accomplish, with interactive experiences, water features, walking paths, gardens, and sculptures. The space will be enjoyable and beautiful, useful and nostalgic. It is hard to do it justice on paper.

 More detailed planting and lighting plans would help the council make informed decisions, and lighting standards are already included in our code.

Steve Doxey said that some items could be included in the motion, such as requiring final approval of a site plan, a planting plan, a lighting plan, and the walking path location.

Brian Mark Taylor and Emily Wayment said that they want to work with the council to make this garden world class – it will not be a 'backwater project.' If the fire station needs are solidified and additional planting areas become available, the Committee will make them beautiful.

Bob Hanson commented that after approval, future modifications of the plan would be fine, but a vote by the council to cancel the project would be devastating.

Steve Doxey said that if the council approves a concept plan and the final plan is consistent with the concept plan, it would be hard for a future council to refuse a plan that is basically identical.

Motion:

Chrissy Hannemann moved to approve R2025-17 the proposed amendments to the City Hall block to allow for the creation of a sculpture garden according to the concept plan, and subject to the following conditions: 1) final approval is contingent upon the completed fire station design, 2) a review of the east portion of the walking path will be conducted prior to construction, 3) final plans for the lighting, planting, and water feature will be approved prior to construction, and that 4) city staff will amend the resolution to include these conditions. Jessica Smuin seconded the motion. There were 5 yes votes and 0 no votes, as recorded below. The motion passed unanimously.

Yes	<u>No</u>	Excused
Jason Thelin		
Chrissy Hannemann		
Kelli Law		
Jessica Smuin		
Brent Rummler		

B. Resolution R2025-15: Consolidated Fee Schedule – Garbage Rates

Shane Sorensen explained that because Ace Disposal has raised their rates, the city conducted an analysis for the garbage and recycling can rates to determine necessary adjustments. Any rate adjustments must be reasonably proportionate to the costs. We also try to keep the first unit price lower to help residents who are on fixed incomes. Our city currently has about 2,900 first cans, and about 50 percent of the residents are using recycling. We usually see a small cost increase each year, but our fees are still very low compared to other cities. The table shows the current and recommended rates:

Monthly Residential Waste	Current Rates	Proposed Rates
Collection Fee – 1 st Unit	\$11.50	\$11.85
Collection – Each Additional Unit	\$6.40	\$7.60
Recycling – 1 st Unit	\$6.25	\$7.50
Recycling – Each Additional Unit	\$6.25	\$7.50

Chrissy Hannemann commented on the high fees charged to Alpine residents at the dump and wondered if we could provide additional city cleanup days with roll-off dumpsters.

Shane Sorensen explained that we provide fall and spring events yearly, which cost the city about \$7,000 each time. The drop off area gets very messy, and the dumpsters are often full before the event even begins. It is a challenging situation every time.

Motion: Kelli Law moved to approve Resolution R2025-15 adopting the Consolidated Fee Schedule with amendments as outlined. Brent Rummler seconded the motion. There were 5 yes votes and 0 no votes, as recorded below. The motion passed unanimously.

Yes No Excused
Jason Thelin
Chrissy Hannemann
Kelli Law
Jessica Smuin
Brent Rummler

C. Ordinance 2025-10: Pool Structure Amendments

Ryan Robinson explained that the current city code regarding accessory structures was primarily written with sheds or similar buildings in mind. As a result, all other structures—including those associated with pools—are subject to these same standards. In the past, pool permits were typically simple, but we are seeing an increase in large structures related to pools. This has created challenges when reviewing pool-related structures that do not align well with the existing code.

The proposed amendment introduces a new standard specifically tailored to the variety of structures commonly submitted in relation to swimming pools. The Planning Commission reviewed this item during their July 1, 2025, meeting and held a public hearing. After reviewing the type of facilities that are typically associated with swimming pools, the commission recommended removing pool equipment storage structures from the new standards. These structures are generally similar to sheds and can continue to be regulated under existing accessory structure requirements for setbacks and height.

The city measures setbacks from the foundation level. Thus, cantilevered decks can encroach into the setback because measurements are taken from the foundation. Pool slides are constructed with support pillars, and the slide portion curves around, so measurements would be taken from the foundation for the pillars. This code change requires that a pool or jump structure have an automatic 10-foot setback so it would be out of the utility easement, and this setback should help provide some privacy for neighbors.

In the packet, the red outlines are the removals in the code, and the green sections are the proposed changes. These changes would help staff apply the code effectively.

ALPINE CITY CODE:

- 3.02.050
- 3.03.050
- 3.04.050
- 3.05.050
- 3.06.040

GENERAL PLAN:

• N/A

PUBLIC NOTICE:

This item has been noticed for a public hearing as required by city and State requirements, and a public hearing was held as part of the review by the Planning Commission.

STAFF RECOMMENDATION:

Because this is a legislative decision the standards for approval or denial are that the proposed application should be compatible with the standards found in the General Plan as well as the current city code and policies. A decision for approval or denial should be based on those criteria.

The council and staff discussed the following points:

- Current code says that if sheds and other accessory structures meet certain conditions, they can be closer to the property line. These code changes require that all pool structures, except storage sheds, are at least 10 feet from the property line.
- This decision will not apply to the slide in question on Ridge Crest Court. That pool slide was approved under the current code, so it would be considered a legal non-conforming structure.
- Standards on how to calculate maximum square footage of a slide or jump structure are needed.
- The current code for sheds prohibits openings on the lot line side.
- Requiring a permit for pools and related structures is not specifically mentioned in the new code. This could be included in the motion.
- Pool equipment sheds can generate continuous mechanical noise, which is different than a typical storage shed and could be a nuisance to neighbors. This could be addressed in the required setbacks.
- Pool slides attached to a home deck would likely meet the setback requirement because rear setbacks are a minimum of 30 feet. However, the slide may be taller than 10 feet if attached to a home, so this could be addressed also.
- Homes on a smaller lot, especially on a slope, may already have privacy issues with their decks.
- Standards on what exceptions can be requested for pool structures would be helpful.
- Because some residents have a long list of wants but not a lot of land, staff are also looking at massing standards that would limit additional structures on a lot to a percentage of the total square footage.

Motion:

Chrissy Hannemann moved to approve Ordinance 2025-10 amending relevant sections of the Alpine City code to establish specific setback requirements for pool-related structures with the following additions: 1) under the heading Swimming Pools and Related Facilities, "All swimming pools and related facilities require a building permit" wording will be added, 2) staff will write an amendment to allow for very limited exceptions to the height requirement of related facilities when they will be attached to an existing home. Exceptions will require approval by the City Council. Kelli Law seconded the motion.

The council and staff then discussed:

- The existing setback requirements on side and rear yards
- Privacy and the difficulty of enforcing it when homes are built on a slope
- The right of residents to enjoy their property
- Exceptions to height restrictions could include required landscape screening or other conditions

Steve Doxey suggested that because there are a number of factors the council might consider regarding setbacks and height limitations, they may want to table the discussion and instruct staff to create the revised ordinance and present it at a future meeting.

According to that suggestion, the council voted. There were 0 yes votes and 5 no votes, as recorded below. The motion failed.

Yes	<u>No</u>	Excused
	Jason Thelin	
	Chrissy Hann	emann
	Kelli Law	
	Jessica Smuir	1
	Brent Rumml	er

Motion: Chrissy Hannemann moved to table the discussion to give staff time to complete the reworked ordinance. Kelli Law seconded the motion. There were 5 yes votes and 0 no votes, as recorded below. The motion passed unanimously.

Yes No Excused
Jason Thelin
Chrissy Hannemann
Kelli Law
Jessica Smuin
Brent Rummler

Ryan Robinson clarified that the council wanted to include the standards Chrissy Hannemann addressed in her first motion, and the ability for the council to impose conditions on any exceptions that may be granted.

The council agreed with that statement.

C. Ordinance 2025-11: Helicopter Regulations

Ryan Robinson said that Alpine City currently prohibits heliports—defined as areas on land or atop a building or structure designated for the landing or takeoff of helicopters or other manned rotary-wing aircraft capable of vertical takeoff or landing—within city limits.

The proposed code amendment further clarifies that the landing or takeoff of helicopters is prohibited, except when conducted by first responders. This clarification is intended to eliminate any ambiguity regarding helicopter activity within the city.

A public hearing was held by the Planning Commission during its meeting on July 1, 2025. The discussion included consideration of the limited circumstances under which helicopter activity might be allowed. Ultimately, the commission recommended approval of the proposed amendment to continue prohibiting helicopter landings and takeoffs within city limits, with an exception for first responder operations.

ALPINE CITY CODE:

- 3.02.090
- 3.03.090
- 3.04.090
- 3.05.100
- and 3.07.080

GENERAL PLAN:

• N/A

PUBLIC NOTICE:

This item has been noticed for a public hearing as required by city and State requirements. A public hearing was held as part of the review by the Planning Commission.

STAFF RECOMMENDATION:

Because this is a legislative decision the standards for approval or denial are that the proposed application should be compatible with the standards found in the General Plan as well as the current city code and policies. A decision for approval or denial should be based on those criteria.

Motion: Brent Rummler moved to approve Ordinance 2025-11, the proposed code amendment regulating helicopter takeoff or landing within city limits. Kelli Law seconded the motion. There were 5 yes votes and 0 no votes, as recorded below. The motion passed unanimously.

Yes No Excused

Jason Thelin
Chrissy Hannemann
Kelli Law
Jessica Smuin
Brent Rummler

D. Ordinance 2025-17: Water Management Program

Shane Sorensen explained that for several years, the city has implemented a water management program. With the extreme drought conditions and because Governor Cox has called for water conservation measures, we are recommending that the water management program once again be adopted by ordinance. Enforcement of the program will be much easier with an ordinance in place.

This ordinance clarifies that the water management program includes the following:

- Days and times for allowed water use.
- Clarification that restrictions are for those who irrigate from both the pressurized irrigation and culinary water systems.
- An outline of penalties for water usage outside of that allowed.
- A statement that reduced water use may be required at times due to system limitations.

The council discussed the following points:

- Some residents need to water outside of the prescribed times because of low pressure, new landscaping, or other issues. Don Quigley, Code Compliance Officer, maintains a list of these exceptions so those residents are not fined. The city works with residents who call in.
- Adding "drought conditions" to the fourth bullet would allow for additional restrictions during years with unfortunate weather patterns, in addition to system limitations.
- The council felt more comfortable with this ordinance ending when the PI water will be turned off in October. This would allow staff to propose a more permanent ordinance.
- It would also be helpful to educate the residents about more effective watering techniques, conservation measures, and park strip conversion ideas to save water.
- Fewer residents are watering on Sundays after the recent notices from the city. This is a win.

Ryan Robinson said that he can work with Heidi Smith to provide information on social media and on the city website.

Motion: Jessica Smuin moved to approve Ordinance No. 2025-17 adopting the 2025 Water Management Program with the following changes: 1) that the language of the fourth bullet be updated to say, "Identifies that reduced water use may be required at times due to system limitations or weather conditions," and 2) that the resolution shall expire on October 15, 2025. Kelli Law seconded the motion. There were 5 yes votes and 0 no votes, as recorded below. The motion passed unanimously.

Yes No Excused
Jason Thelin
Chrissy Hannemann
Kelli Law
Jessica Smuin
Brent Rummler

VI. STAFF REPORTS

Ryan Robinson said staff are working to create a policy that would establish standards for the naming of fields and other city properties. A historical or financial contribution would be required, and a time limit could be imposed. Ryan asked the council to send him their suggestions

The recent meeting for the Main Street Plan was postponed so the consultants could finalize their draft. Ryan will share the information in a live document for council feedback.

Shane Sorensen said he has been working with Heidi Smith on "This project made possible with PARC Tax funds" signs. He presented examples from other cities as well as the proposed logos for Alpine.

The council had varying opinions on the mixed fonts on the proposed design.

Motion: Due to the late hour, Kelli Law moved to extend the meeting by 7.5 minutes. Jessica Smuin seconded the motion. There were 5 yes votes and 0 no votes, as recorded below. The motion passed unanimously.

Yes No Excused
Jason Thelin
Chrissy Hannemann
Kelli Law
Jessica Smuin
Brent Rummler

Shane Sorensen continued by showing a proposal for signage in the roundabout. It would be a rusted steel sign, approximately three feet tall, with mesh panels on the sides for banner display.

The council liked the proposal but suggested we may want to increase the size slightly.

Shane said that we will wait on installing similar signs at the Westfield Road and Canyon Crest locations until after the 2026 Canyon Crest Road improvement project is completed.

Shane has been working with Parks Lead Troy Hackett, who has assigned seasonal crew members to help with our open space cleanup. They will mow the weeds back 10 feet from the sidewalk, remove junk trees, and spray the curb area for weeds.

Staff are working on the improvements at Moyle Park, which has sections that have historically been watered with culinary. They will reconfigure the system to use PI water there. Other improvements are in progress as well.

Shane met with Ryan Robinson and Jason Judd, and they created a spreadsheet that includes our current projects, dates, consultants, budget details, and the name of the person in charge. The street overlay will need to commence immediately, but Shane would like council feedback on which other projects should have top priority. This document will be live and updated frequently.

Mayor Pro Tem Jason Thelin asked Shane to send the spreadsheet link to the council again.

Shane said that as we begin our fire station remodel/addition, we would benefit from the expertise of those who do these projects regularly. The firm Navigate provides advisory services and works with the CM/GC model. Their fee is usually between 2 and 5 percent, and they will provide us with a quote for the council to consider.

Ryan Robinson said that we have received an application for the Chipman Canyon (Pine Grove) annexation, and we will follow the required process for noticing and working with the County. This application will be presented to the council in the future.

Shane continued with Chief Brian Patten's recommendation that we consider permanent fireworks restriction signs (yellow with red letters), like those at Traverse Mountain. He will provide a map with suggestions for appropriate locations. We could have these signs in place for next year's fireworks season.

Shane said that the flower planters on Main Street have had some challenges and keeping the grass alive where the planters block the sprinklers is also difficult. Parks Lead Troy Hackett is in favor of increasing the width of the sidewalk by four feet in this area using pavers, which would provide more usable space for our Trucks and Tunes event and improve the watering situation. He asked the council to consider this proposal.

The LPPSD board meeting will be held tomorrow morning at 7:30 and Mayor Merrill will attend.

Shane presented a proposed change to the meeting schedule. The Planning Commission moved their July 15 meeting to July 29 to provide adequate notice time for the public hearing on the Lambert Park turnaround. The council will not be receiving any action items from them next week, so on July 22 we will just need to vote on some specific projects that need to move forward. We could hold a brief Zoom council meeting at noon to approve the projects and then cancel the evening session.

The council liked the proposal for the noon meeting on July 22, but this meeting was ultimately cancelled because of the Pioneer Day holiday.

VII. COUNCIL COMMUNICATION

Jessica Smuin thanked staff for straightening the sign before the roundabout and asked for an update on the Mountainville plan/Main Street design.

Shane Sorensen said that Ryan Robinson and Jason Judd are currently studying the plan. They are conducting a full review of everything, considering the Main Street study and the traffic element, but there are some deficiencies that should be brought forward first.

Ryan Robinson said he will send out a memo that addresses some of the larger issues, hopefully by the end of the week.

Kelli Law thanked Shane and the public works staff for cleaning up the open spaces. He asked Steve Doxey for an opinion on the pool structure square footage issue.

Steve said he will provide that information.

Chrissy Hannemann said that the Finance Committee will meet to work on the citizens' budget.

Chrissy asked Ryan to review our Accessory Dwelling Unit (ADU) ordinance for possible updates. Alan McDonald, Planning Commission Chair, and Andy Spencer on the Main Street Committee are working on that. Other council members are invited.

Shane Sorensen added some additional information on ADUs. Cam Diehl with the League reported that it appears that a bill for detached ADUs will be going through the State Legislature. They report that 70-75 percent of cities already allow detached ADUs. We anticipated that this push from the legislature would come at some time.

Steve Doxey said that the council may want to consider adopting a new ordinance so ADUs are included as one of our options for moderate income housing, rather than waiting for the State to impose a requirement.

Ryan Robinson added that Mr. Diehl said the State does not plan to limit ADUs to one per lot. This is an issue we would want to address.

Kelli Law said he spoke with someone on the Planning Commission in South Jordan who said their city allows whole-home short-term rentals. They receive good tax revenues from these rentals. Many of the

people who rent them are family members of residents. We might want to look at a short-term license for 1 2 3 4 5 6 7 8 9 10 this purpose. Chrissy Hannemann said that we should consider short-term rentals for the Olympics as well. Ryan Robinson said that if a second council member wants to sponsor this, we can put it on the agenda. Motion: Chrissy Hannemann moved to adjourn the meeting. Kelli Law seconded the motion. There were 5 yes votes and 0 no votes, as recorded below. The motion passed unanimously. 11 12 13 14 15 16 **Excused** Yes No Jason Thelin Chrissy Hannemann Kelli Law Jessica Smuin Brent Rummler 17 18 The meeting was adjourned at 9:23 pm.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Award Bid – Fairview Circle Storm Drain Project

FOR CONSIDERATION ON: August 5, 2025

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Review the bids for the Fairview

Circle Storm Drain Project and award the project to SMM.

BACKGROUND INFORMATION:

The City recently received bids for the Fairview Circle Storm Drain Project. The project location is at the intersection of Fairview Circle and International Way. This project will replace a deep cross gutter with a piped storm drain system that will connect to an existing storm drain in the area. Our city engineer, Jason Judd, has prepared a memo with a recommendation for award and a bid tab. This project will be completed with the intent to repave the street in 2026. The FY2026 approved budget included funds for storm drain projects, with funding coming from the storm drain fund.

STAFF RECOMMENDATION:

As part of the consent calendar, award the Fairview Circle Storm Drain Project to SMM as per the attached memo.

Memo



To: Alpine City Council

From: Jason Judd, P.E.

City Engineer

Date: July 15, 2025

Subject: Fairview Circle Storm Drain Project

City Council:

The low bidder for the work on the **Fairview Circle Storm Drain Project** is **SSM Excavation** with a Total Base Bid of \$116,972.50. They have worked with the city on previous projects and have done a good job. Additionally, they have a good rapport with city staff. I have checked their license with the state and all seems in order. I recommend the project be awarded to **SMM Excavation** for a total of \$116,972.50.

Attached is a copy of the complete bid tabulation for review.

Project Bid Tabulation



Bid Opening: Date: Time: purchasing.utah.gov July 15, 2025 3:00 PM Construction Cost Index: 0

For: Fairview Circle Storm Drain Project

Alpine City 20 N. Main Alpine, UT 84004

Base Bid Bid Contractors Bid Contractors SMM Excavation \$116,972.50 Black Forest Paving \$157,951.00 \$143,507.50 Rino Excavation Axis Excavation \$171,187.76 Cody Ekker Construction \$152,040.00 \$175,000.00 Newman Construction Life Is Good Investments \$153,715.00 PNL Construction \$181,249.50 Morgan Asphalt \$156,629.50 J. Lyne Roberts Son's \$264,475.00

Average \$167,272.78 Engineer's Estimate \$180,655.00 Percent Difference 89

Bidder 1 Bidder 2 Bidder 3 Bidder 4 Bidder 5 SMM Excavation Rino Excavation Cody Ekker Construction Life Is Good Investments Morgan Asphalt

				Engineer	Engineer's Estimate		SMM Excavation		Rino Excavation		Construction	Life Is Good Investments		Morgan	Asphalt
ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
Base Bid															
1	Mobilization	1	LS	\$16,400.00	\$16,400.00	\$8,400.00	\$8,400.00	\$9,300.00	\$9,300.00	\$7,200.00	\$7,200.00	\$14,260.50	\$14,260.50	\$14,000.00	\$14,000.00
2	Traffic Control	1	LS	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00	\$2,875.00	\$2,875.00	\$4,000.00	\$4,000.00	\$14,000.00	\$14,000.00	\$3,000.00	\$3,000.00
3	Remove Waterway	220	SF	\$5.00	\$1,100.00	\$4.89	\$1,075.80	\$6.00	\$1,320.00	\$10.00	\$2,200.00	\$4.00	\$880.00	\$3.20	\$704.00
4	Remove Asphalt	3,730	SF	\$4.50	\$16,785.00	\$1.39	\$5,184.70	\$1.25	\$4,662.50	\$1.00	\$3,730.00	\$2.28	\$8,504.40	\$1.50	\$5,595.00
5	Remove and Replace Curb and Gutter	50	LF	\$45.00	\$2,250.00	\$59.00	\$2,950.00	\$105.00	\$5,250.00	\$100.00	\$5,000.00	\$88.00	\$4,400.00	\$115.00	\$5,750.00
6	Remove and Replace Entire Drive Approach	150	SF	\$25.00	\$3,750.00	\$21.00	\$3,150.00	\$47.00	\$7,050.00	\$13.00	\$1,950.00	\$21.34	\$3,201.00	\$48.00	\$7,200.00
7	Remove and Replace ADA Ramp	2	LS	\$3,800.00	\$7,600.00	\$4,700.00	\$9,400.00	\$5,300.00	\$10,600.00	\$4,900.00	\$9,800.00	\$6,400.00	\$12,800.00	\$6,800.00	\$13,600.00
8	Install Catch Basin	2	EA	\$5,600.00	\$11,200.00	\$4,300.00	\$8,600.00	\$5,600.00	\$11,200.00	\$5,000.00	\$10,000.00	\$6,800.00	\$13,600.00	\$4,950.00	\$9,900.00
9	Install Manhole	3	EA	\$9,500.00	\$28,500.00	\$4,650.00	\$13,950.00	\$5,250.00	\$15,750.00	\$6,000.00	\$18,000.00	\$6,800.00	\$20,400.00	\$5,765.00	\$17,295.00
10	Install 15" Corrugated HDPE Pipe	365	LF	\$150.00	\$54,750.00	\$82.00	\$29,930.00	\$125.00	\$45,625.00	\$150.00	\$54,750.00	\$90.00	\$32,850.00	\$143.50	\$52,377.50
11	Import Backfill	270	CY	\$35.00	\$9,450.00	\$32.00	\$8,640.00	\$36.00	\$9,720.00	\$50.00	\$13,500.00	\$34.68	\$9,363.60	\$36.00	\$9,720.00
12	Untreat Base Course 8"	36	CY	\$45.00	\$1,620.00	\$73.00	\$2,628.00	\$110.00	\$3,960.00	\$60.00	\$2,160.00	\$118.00	\$4,248.00	\$82.00	\$2,952.00
13	Hot Mix Asphalt (Existing plus 1", Minimum 4")	3,950	SF	\$5.00	\$19,750.00	\$4.32	\$17,064.00	\$4.10	\$16,195.00	\$5.00	\$19,750.00	\$3.85	\$15,207.50	\$3.68	\$14,536.00
				Sub Total	\$180,655.00		\$116,972.50		\$143,507.50	_	\$152,040.00		\$153,715.00		\$156,629.50

TOTAL BID \$180,655.00 \$116,972.50 \$143,507.50 \$152,040.00 \$153,715.00 \$156,629.50

				Bidde Black Fore			lder 7 xcavation		dder 8 Construction		ler 9 struction		ler 10 bberts Son's	Ave	erage
ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
Base Bid															
1	Mobilization	1	LS	\$7,500.00	\$7,500.00	\$8,500.00	\$8,500.00	\$8,750.00	\$8,750.00	\$8,500.00	\$8,500.00	\$53,500.00	\$53,500.00	\$13,991.05	\$13,991.05
2	Traffic Control	1	LS	\$11,500.00	\$11,500.00	\$2,200.00	\$2,200.00	\$7,318.00	\$7,318.00	\$4,375.00	\$4,375.00	\$13,950.00	\$13,950.00	\$6,921.80	\$6,921.80
3	Remove Waterway	220	SF	\$10.00	\$2,200.00	\$12.57	\$2,765.40	\$11.00	\$2,420.00	\$15.50	\$3,410.00	\$10.00	\$2,200.00	\$8.72	\$1,917.52
4	Remove Asphalt	3,730	SF	\$2.00	\$7,460.00	\$2.49 *	\$9,287.50	\$1.50	\$5,595.00	\$2.00	\$7,460.00	\$4.25	\$15,852.50	\$1.97	\$7,333.16
5	Remove and Replace Curb and Gutter	50	LF	\$83.00	\$4,150.00	\$124.20	\$6,210.00	\$100.00	\$5,000.00	\$42.00	\$2,100.00	\$180.00	\$9,000.00	\$99.62	\$4,981.00
6	Remove and Replace Entire Drive Approach	150	SF	\$26.50	\$3,975.00	\$31.05	\$4,657.50	\$19.00	\$2,850.00	\$32.75	\$4,912.50	\$45.00	\$6,750.00	\$30.46	\$4,569.60
7	Remove and Replace ADA Ramp	2	LS	\$4,400.00	\$8,800.00	\$5,800.00	\$11,600.00	\$2,400.00	\$4,800.00	\$5,785.00	\$11,570.00	\$8,500.00	\$17,000.00	\$5,498.50	\$10,997.00
8	Install Catch Basin	2	EA	\$4,400.00	\$8,800.00	\$5,930.97	\$11,861.94	\$4,950.00	\$9,900.00	\$5,085.00	\$10,170.00	\$5,980.00	\$11,960.00	\$5,299.60	\$10,599.19
9	Install Manhole	3	EA	\$6,150.00	\$18,450.00	\$8,124.64	\$24,373.92	\$5,100.00	\$15,300.00	\$9,275.00	\$27,825.00	\$8,760.00	\$26,280.00	\$6,587.46	\$19,762.39
10	Install 15" Corrugated HDPE Pipe	365	LF	\$144.00	\$52,560.00	\$119.36	\$43,567.50	\$170.00	\$62,050.00	\$185.00	\$67,525.00	\$220.00	\$80,300.00	\$142.89	\$52,153.50
11	Import Backfill	270	CY	\$51.00	\$13,770.00	\$60.15	\$16,240.50	\$77.00	\$20,790.00	\$54.00	\$14,580.00	\$35.00	\$9,450.00	\$46.58	\$12,577.41
12	Untreat Base Course 8"	36	CY	\$61.00	\$2,196.00	\$319.90	\$11,516.50	\$302.00	\$10,872.00	\$62.00	\$2,232.00	\$95.00	\$3,420.00	\$128.29	\$4,618.45
13	Hot Mix Asphalt (Existing plus 1", Minimum 4")	3,950	SF	\$4.20	\$16,590.00	\$4.66	\$18,407.00	\$4.90	\$19,355.00	\$4.20	\$16,590.00	\$3.75	\$14,812.50	\$4.27	\$16,850.70
				Sub Total	\$157,951.00		\$171,187.76		\$175,000.00		\$181,249.50		\$264,475.00		\$167,272.78
	TOTAL BID				\$157,951.00		\$171,187.76		\$175,000.00		\$181,249.50		\$264,475.00		\$167,272.78

^{*} Denotes a mathematical error. Bid price is based on unit price multipled by quantity

I hereby certify that this is a true and correct Bid Tabulation for the Fairview Circle Storm Drain Project



ALPINE CITY COUNCIL AGENDA

SUBJECT: Award Bid – 2025 Overlay Project

FOR CONSIDERATION ON: August 5, 2025

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Review the bids for the 2025

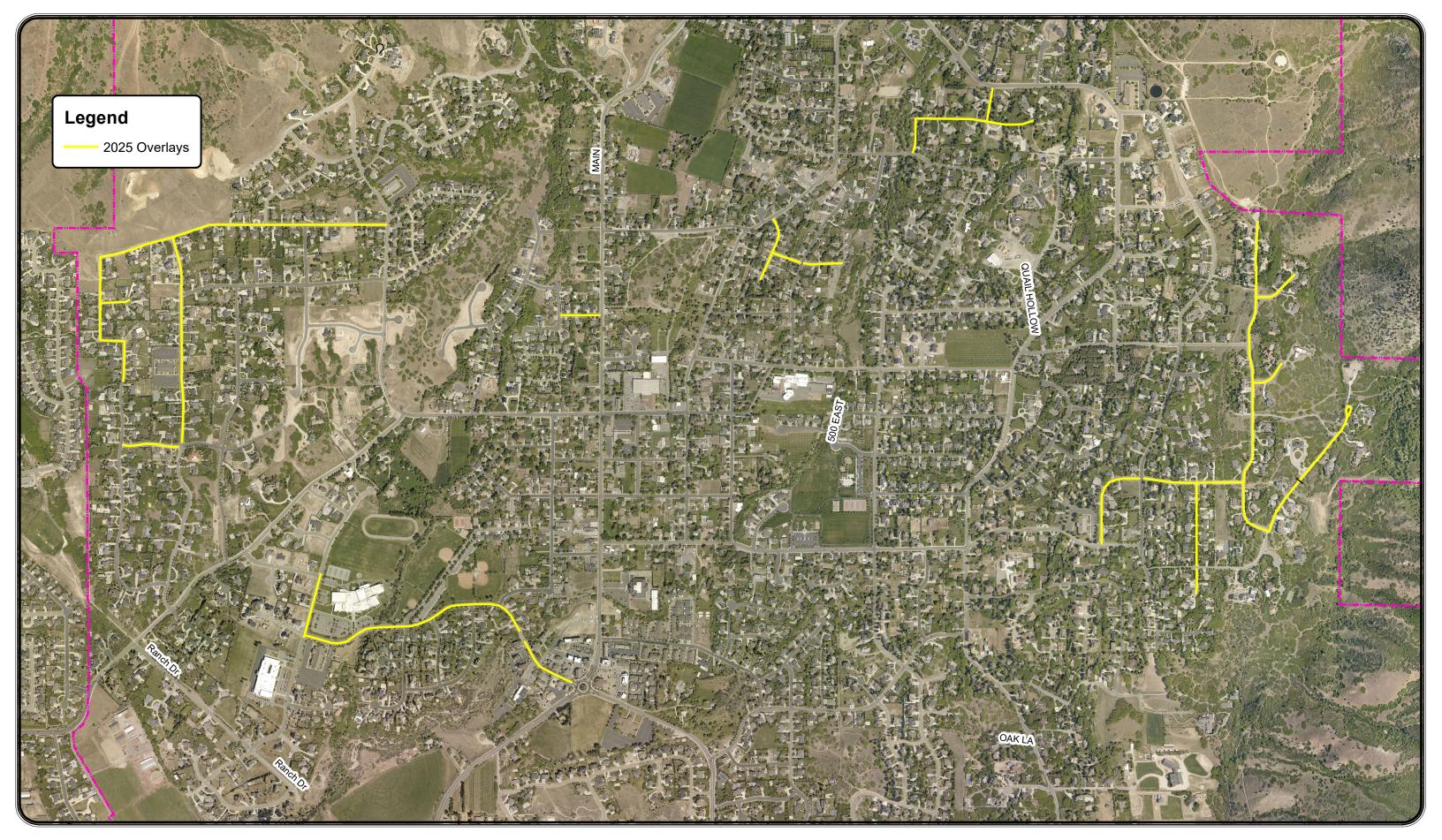
Overlay Project award the project to the lowest responsive bidder.

BACKGROUND INFORMATION:

Bids will be opened for the 2025 Overlay Project on Monday, August 5, 2025, at 2:00 pm. The attached sheets outline the streets that are included in the 2025 project. Once bids are open and a bid tab is prepared, the results and a recommendation for award will be sent out to the city council. Funds were budgeted in the FY2026 budget for street maintenance, mainly from Class C road funds and some additional funds from the general fund. In addition, the city council recently approved an interlocal agreement with Utah County to receive an additional \$1M in funds for street maintenance. This project will be funded from these sources and will have a significant impact towards moving street maintenance forward in the city.

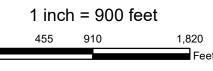
STAFF RECOMMENDATION:

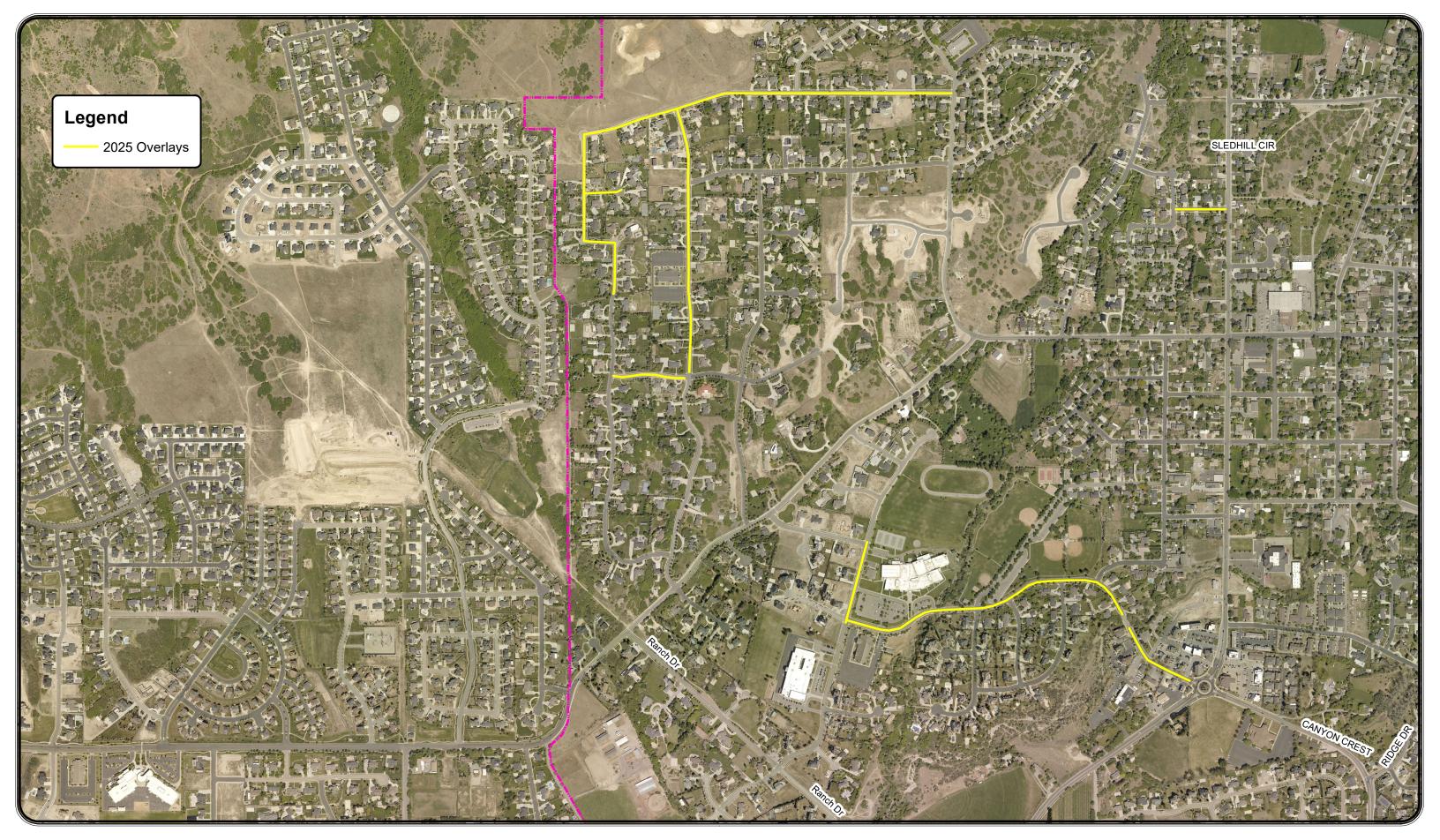
As part of the consent calendar, award the 2025 Overlay Project to the lowest responsive bidder (information will be provided prior to the meeting).





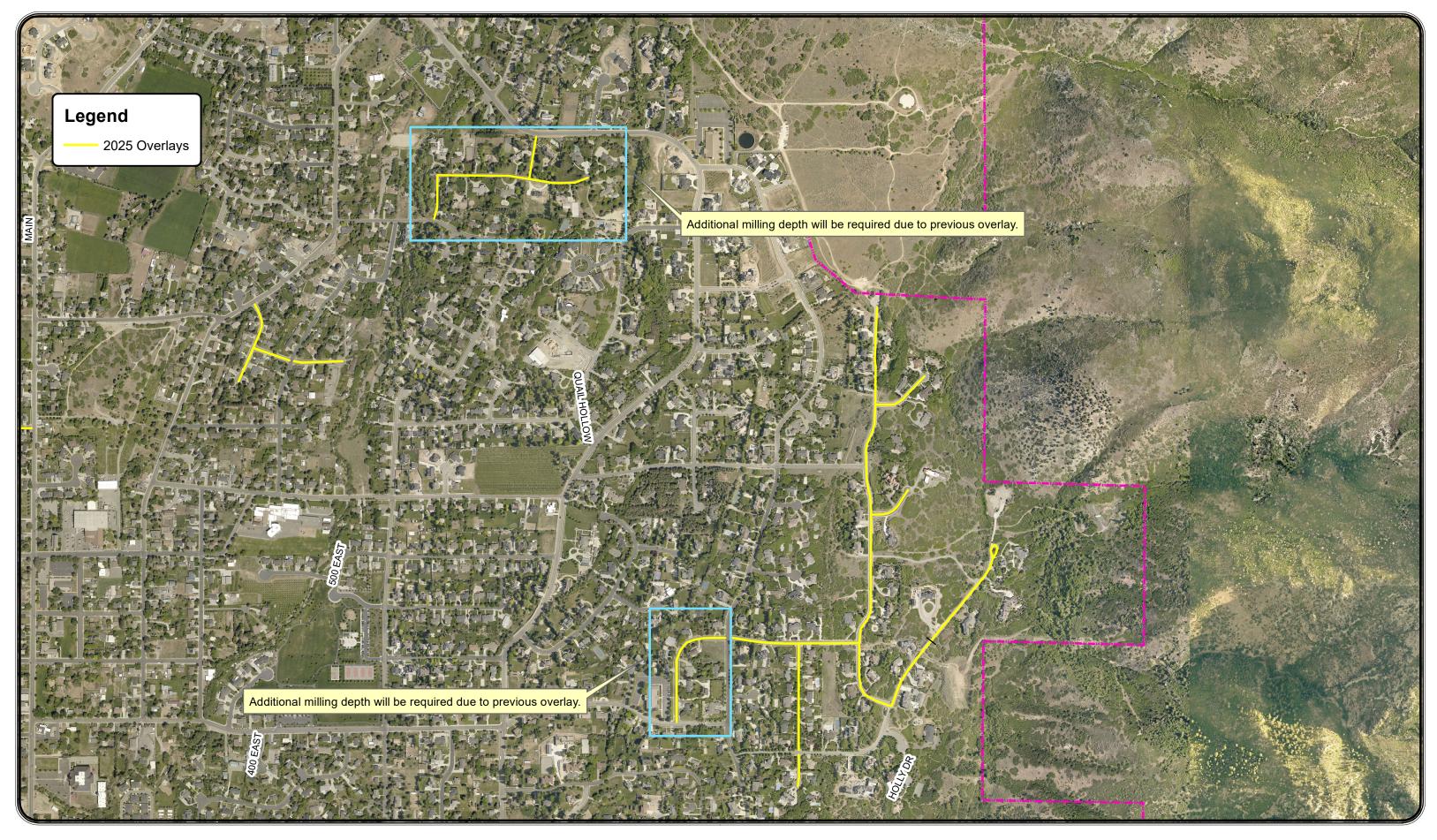
2025 2" Overlay Project Overall Project Sheet 1 of 3







1 inch = 700 feet





1 inch = 700 feet

350 700 1,400

ALPINE CITY COUNCIL AGENDA

SUBJECT: Award Bid – Manhole and Valves Adjustments for the 2025 Overlay

Project

FOR CONSIDERATION ON: August 5, 2025

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Review the bids for the 2025

Overlay Project – Manhole and Valve Adjustments and award the

project to Arrow Landscape

Construction LLC.

BACKGROUND INFORMATION:

As part of our annual overlay project, the streets will be profile milled from curb to curb to remove a portion of the old asphalt prior to constructing a new 2-inch thick asphalt overlay. Prior to milling the streets, all manholes and valves are required to be lowered to allow the mill to pass over the top of them. After overlay is complete, the contractor will return and raise the manholes and valves up to grade and pour a concrete ring around them making them accessible.

Typically, this work is included in the overlay bid. This year we made the decision to bid this part of the project separately to save the markup from the paving contractor. Invitations were extended to all contractors that we could find who do this type of work. There were a couple of contractors that did not provide a bid due to their current contract commitments and schedule. The lowest responsive bid was submitted by Arrow Landscape Construction for \$178,000. See attached bid tab. This includes addressing 110 manholes and 85 valves within the project area.

Funds were budgeted in the FY2026 budget for street maintenance, mainly from Class C road funds and some additional funds from the water, pressurized irrigation and sewer funds. In addition, the city council recently approved an interlocal agreement with Utah County to receive an additional \$1M in funds for street maintenance. This portion of the project will be funded from these sources.

STAFF RECOMMENDATION:

As part of the consent calendar, award the Manhole and Valves Adjustments for the 2025 Overlay Project to Arrow Landscape Construction LLC for the amount of \$178,000.



By Alpine City

PROJECT MANAGER: Shane L. Sorensen, P.E.

PROJECT: Alpine City - 2025 Overlay Project (Manholes/Valves)

BID OPENING: Alpine City Hall
DATE: 29-Jul-25

CONSTRUCTION COST INDEX:

FOR: Alpine City
20 North Main
Alpine, UT 84004

Arrow Landscape			
Construction LLC	\$178,000.00	1	
WPI	\$186,400.00	2	
Centerline	\$217,750.00	3	
Average	\$194,050.00		

Bid Amount

\$181,750.00

Rank

AVERAGE COSTS

Contractors

Engineer's Estimate

				ENGINEE	ENGINEER'S ESTIMATE		BIDDER No. 1 Arrow Landscape Construction LLC		BIDDER No. 2 Centerline		ER No. 3 VPI
ITEM				UNIT	ITEM	UNIT	ITEM	UNIT	ITEM	UNIT	ITEM
No.	DESCRIPTION	QUANTITY	UNITS	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
1	Mobilization	1	LS	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
2	Lower and Raise/Collar Manhole	110	Each	\$950.00	\$104,500.00	\$925.00	\$101,750.00	\$1,200.00	\$132,000.00	\$960.00	\$105,600.00
3	Lower and Raise/Collar Valves	85	Each	\$850.00	\$72,250.00	\$850.00	\$72,250.00	\$950.00	\$80,750.00	\$880.00	\$74,800.00

Total: \$181,750.00 \$178,000.00 \$217,750.00 \$186,400.00

BIDDER No. 4 BIDDER No. 5 BIDDER No. 6

ITEM				UNIT	ITEM	UNIT	ITEM	UNIT	ITEM	UNIT	ITEM
No.	DESCRIPTION			PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
1	Mobilization	1	LS							\$5,000.00	\$5,000.00
2	Lower and Raise/Collar Manhole	110	Each							\$1,028.33	\$113,116.67
3	Lower and Raise/Collar Valves	85	Each						·	\$893.33	\$75,933.33

Total: \$0.00 \$0.00 \$0.00 \$194,050.00

I hereby certify that this is a true and correct Bid Tabulation for the Alpine City - 2025 Overlay Project (Manholes/Valves).

Shane L. Sorensen, P.E. City Administrator/Public Works Director

ALPINE CITY COUNCIL AGENDA

SUBJECT: Approval of Contract with Navigate to Provide Construction

Management Services for the Fire Station Addition/Remodel

FOR CONSIDERATION ON: August 5, 2025

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Approve the contract with

Navigate to Provide Construction Management Services for the Fire

Station Addition/Remodel

BACKGROUND INFORMATION:

City staff were introduced to a company called Navigate during a recent field trip to the new city hall that Lehi City is building. This firm essentially acts as the project/construction manager for building construction and as an extension of staff. Their scope of work begins with preparing and issuing an RFP and assisting the city in selecting a construction manager general contractor (CMGC) for a project and continues through every phase of design and construction.

On large or complex engineering projects, we typically hire whoever the engineer is on the project to either completely manage and oversee the project or to assist where city staff might fall short either from a manpower or project knowledge perspective. For example, Horrocks Engineers has been the construction manager on several well houses, filter buildings, pipeline projects, the PI meter project and some road projects for the city. The typical fee estimate for this service is about 6%. Navigate's typical fee is between 3-5%. The initial proposal that was provided was for 3.5%, or about \$175,000. We were able to work with them to refine the scope of work and lower the proposed fee to 3% or \$150,000. Attached is a copy of their proposal and agreement. The agreement has been reviewed by Steve Doxey and some adjustments were made.

City staff is recommending that we hire navigate to handle the day-to-day management of the fire station addition and remodel project. This would allow us to have an extension of our staff oversee this project and allow us to focus on moving other projects forward where we have more expertise.

STAFF RECOMMENDATION:

As part of the consent calendar, approve the contract with Navigate to provide construction management services for the Alpine Fire Station Addition and Remodel Project.

AGREEMENT FOR PROJECT MANAGEMENT SERVICES

This Agreement for Project Management Services (the "Agreement"), made and entered into as of the [xx] day of [xx], [xx] ("Effective Date"), by and between Alpine City ("Owner") and Navigate CM & Development, LLC ("Consultant") (each a "Party" and collectively the "Parties").

RECITALS

- A. **WHEREAS**, Owner desires to retain Consultant under this Agreement to perform project management services outlined herein in connection with the remodel of and addition to the Alpine Fire Station (the "**Project**"), and Consultant desires to be so retained;
 - B. **WHEREAS**, the Owner owns the site upon which the Project will be located;
- C. WHEREAS, Owner will retain an Architect of Record for the Project ("Architect") to provide design, architectural and engineering services;
- **D. WHEREAS,** Owner will retain a Contractor for the Project ("GC") as the general contractor to construct the Project;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Owner and Consultant agree as follows:

AGREEMENT

ARTICLE 1 SCOPE OF ENGAGEMENT

- Authority of Consultant. Consultant is acting under this Agreement as an independent contractor and not as a partner, joint venturer, agent or employee of Owner. Consultant shall have no authority in connection with the Project (including, but not limited to, any authority to act for or bind or obligate Owner in any manner whatsoever) except for: (a) the authority expressly granted or delegated to Consultant under this Agreement; and (b) such other authority as Owner may expressly grant or delegate to Consultant in writing from time to time in connection with the Project. Unless specifically stated otherwise in this Agreement, the Parties agree that all decisions to be made by either Party under this Agreement will be made reasonably.
- 1.2 <u>Scope of Services.</u> The services to be provided by Consultant hereunder (the "**Basic Services**") shall consist of the following:
 - 1.2.1 the services as described in **Exhibit A Proposal**.

Basic Services and Additional Services are collectively referred to as "Services" throughout this Agreement.

- 1.3 <u>Contract Documents</u>. Documents, which include, without limitation, this Agreement with exhibits and any eventual addenda and authorizations for Additional Services issued after the execution of this Agreement, shall be the "**Contract Documents**."
- 1.4 <u>Standards of Practice.</u> Consultant accepts the relationship of trust and confidence established between it and Owner as contemplated by this Agreement. In furthering the interests of Owner and performing its obligations under this Agreement, Consultant agrees to diligently furnish its best skills and judgment in accordance with the Standards of Practice exercised by the project/construction management profession.
- 1.5 <u>Meetings.</u> Consultant shall meet (in person, telephonically, or online) with Owner as Owner reasonably deems necessary.
- 1.6 <u>Pre-Design, Design, Buyout, Construction and Close-out Management</u>. Consultant, on behalf of Owner, shall manage and coordinate all aspects of the Project with services as identified in the attached Exhibit.
- 1.7 <u>Accounting and Financial Services</u>. Consultant shall be responsible for maintaining and updating, on a monthly basis, full, accurate and complete books of account and business records to the extent necessary to provide the monthly reports to Owner with respect to Consultant's Services.
- 1.8 <u>Services Not Included</u>. Consultant is not acting as a design professional, general contractor, or an attorney in connection with the Project. Owner acknowledges that Consultant is not responsible to Owner for the architectural or engineering design of the Project or the construction of the Project, but Consultant will monitor and advise Owner with respect to the agreements pursuant to which such services are provided.
- 1.9 <u>Consultant Employees.</u> Where necessary, consultant shall employ and dedicate to the Project a sufficient number of capable employees as Consultant reasonably determines is appropriate for Consultant to perform the Services. All matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Consultant.
- 1.10 <u>Term of Engagement</u>. Consultant shall commence its Services on the Effective Date of this Agreement or upon the date of a written notice to proceed from the Owner.
- 1.11 <u>Duty to Cooperate</u>. Consultant acknowledges that it shall be responsible to coordinate and cooperate with its SubConsultants, Architect, and Owner's consultant team to maintain adherence to the agreed-upon schedule of completion for Consultant's Services.
- 1.12 <u>Consultant's SubConsultants</u>. If Consultant requires the services of any other party ("SubConsultant(s)") in order to perform its Services, then Consultant's selection of such SubConsultants shall be subject to Owner's prior written approval, which shall not be unreasonably withheld.
- 1.13 Coordination of SubConsultants and Owner's Consultant Team. Consultant shall be responsible for coordinating its Services with the professional services of its SubConsultants and Owner's consultant team, and shall coordinate and, to the fullest extent permitted by Law, integrate the services and work product of all such parties. All such coordination services shall be provided as part of Consultant's Basic Services.

ARTICLE 2 EXECUTION OF DOCUMENTS

Execution of Documents by Owner. Consultant shall not enter into, amend, modify, supplement or terminate any contract that Owner has entered into with any entity with respect to the Project.
 Rather, only Owner has the authority to enter into, amend, modify, supplement, or terminate any contract between the Owner and any entity unless Consultant is previously authorized by the Owner.

ARTICLE 3 COMPENSATION AND PAYMENTS TO CONSULTANT

- 3.1 <u>Compensation for Basic Services</u>. Owner shall pay Consultant a fee of 3.00% based on the project budget of \$5,000,000 plus Reimbursable Expenses, as defined in Article 4.
- 3.2 <u>Period of Basic Services</u>. The Basic Services period of performance shall be from the Effective Date to two months after construction completion for Project close-out.
- 3.3 <u>Additional Services</u>. If Services beyond the Basic Services contemplated by this Agreement ("Additional Services") are required from Consultant, Consultant will promptly notify the Owner and submit a written request for Additional Services ("Additional Service Request"). Upon written approval by the Owner, the request shall be memorialized as an amendment to this Agreement ("Amendment"). Unless agreed upon in writing otherwise in an Additional Service Request, Consultant shall charge for Additional Services on an hourly basis at the following rates:

Project Director	\$200
Cost Consulting	\$170
Design Consulting	\$170
Project Manager	\$150
Assistant Project Manager	\$120
Administrative Support	\$75

- 3.4 <u>Form of Invoices</u>. Except for Services performed prior to the signing of this Agreement, all Invoices presented to Owner shall (i) refer to this Agreement, (ii) itemize any Amendment and amounts being billed against those Amendments, and (iii) identify all amounts previously invoiced and paid.
- 3.5 <u>Detail of Invoices</u>. Consultant's invoices shall provide reasonable detail of Services performed and Reimbursable Expenses incurred under this Agreement. Invoices shall be submitted on a monthly basis for Services performed and Reimbursable Expenses incurred during the prior month.
- 3.6 <u>Time for Payments</u>. Subject to the other terms and conditions of this Agreement, Owner shall make payment to Consultant within thirty (30) days of Owner's receipt of Consultant's invoice.
- 3.7 Obligation to Continue Performance. Notwithstanding any dispute between Owner and Consultant, including any withholding made in good faith by Owner, Consultant shall continue its performance of the Services notwithstanding such withholding or dispute, so long as Owner continues to make payments to Consultant of all undisputed items and undisputed amounts in accordance with the terms of this Agreement. Except to the extent specifically provided by Law, Consultant has no right to terminate this Agreement, to directly or indirectly stop or delay the performance of Services hereunder, or any part thereof, except in the event of non-payment of undisputed compensation or

expenses. Consultant shall at all times proceed diligently with performance of all Services in accordance with this Agreement and shall continue such performance of Services despite the existence of any claim, appeal, compensation or other legal or equitable action relating to this Agreement.

ARTICLE 4 REIMBURSABLE EXPENSES

- In addition to the compensation for Services, Owner shall reimburse Consultant for direct expenses incurred as part of the Project, as specified in this Article (collectively, "Reimbursable Expenses"). Consultant shall not incur any Reimbursable Expenses without prior approval by the Owner. The following are considered Reimbursable Expenses:
 - 4.1.1 Project-related expense of printing and reproduction, postage, delivery and overnight services delivered to Owner, and others at Owner's direction;
 - 4.1.2 Project-related travel expenses beyond 50 miles from the Project site including mileage and any necessary lodging, meals and incidentals.
 - 4.1.3 Any other Project-related expenses as directed by the Owner.

ARTICLE 5 ACCOUNTING RECORDS

- 5.1 <u>Right to Audit</u>. Owner shall have the right to fully and completely audit, copy, investigate and review, and shall be afforded useful access to, all of the records related to this Project as described in this Article 5 at all reasonable times (both during performance of the Services and after) for purposes of inspection audit, review and copying to the full extent as Owner may require relating to Consultant's Services.
- 5.2 <u>Cost Records</u>. To facilitate audits by Owner, Consultant shall at all times implement and maintain, and require its SubConsultants to implement and maintain, such cost control systems and daily record keeping procedures in accordance with Generally Accepted Accounting Principles. Consultant shall maintain all such documents and records described in this Section for a period of seven (7) years following completion of Consultant's Services.

ARTICLE 6 INSURANCE

- 6.1 <u>Insurance Requirements</u>. Consultant shall purchase and maintain the following insurance coverages during the performance of its Services and, where applicable, during any governing statute of limitations and/or repose periods. Owner will be named as an additional insured under each such policy, and Consultant will provide Owner a certificate of insurance evidencing the insurance coverages.
 - 6.1.1 **Commercial General Liability** (CGL) with limits of insurance of not less than \$1,000,000 each occurrence and \$5,000,000 General Aggregate.

- 6.1.2 **Automobile Liability** coverage with limits of at least \$1,000,000 per each accident.
 - 6.1.2.1 Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - 6.1.2.2 The Automobile Liability coverage can include the additional insureds as insureds on the policy.
- 6.1.3 **Workers Compensation** insurance during the term of this Agreement for all its employees and SubConsultants' employees related to this Agreement. Workers compensation insurance shall cover full liability under the workers compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- 6.1.4 **Professional Liability** (PL) coverage with limits of insurance of not less than \$2,000,000.
- 6.2 Consultant waives all rights against Owner and any other iadditional nsureds and their respective agents, offices, directors and employees for recovery of damages to the extent such damages are covered by commercial general liability, commercial excess/umbrella liability, business auto liability, workers compensation or employers liability insurance, or professional liability insurance maintained pursuant to the requirements of this Article 6. Consultant agrees to procure waivers of subrogation from all of its insurers providing coverage under the requirements of this Article 6.

ARTICLE 7 TERMINATION OF AGREEMENT

- 7.1 Termination for Cause. If Consultant fails substantially to perform in accordance with the terms of this Agreement, Owner shall notify Consultant in writing of the specific grounds of the default. Upon receipt of such notice, the Consultant shall have seven (7) days to cure such default, or if the default cannot be reasonably cured within such seven (7) day period, Consultant shall, within that same period, submit a comprehensive plan for how it intends to cure the default. If Consultant fails to cure the alleged default as set forth herein, or within such extended time period as Owner and Consultant may agree in writing, Owner may terminate this Agreement.
- 7.2 <u>Termination for Convenience.</u> This Agreement may be terminated by Owner without cause upon seven (7) days' written notice to Consultant. In the event of termination for convenience or otherwise, Consultant, as its sole remedy for such termination shall be compensated for all Services completed and accepted by Owner up to the termination date, together with any Reimbursable Expenses authorized and incurred.
- 7.3 <u>Suspension.</u> If the Project is suspended or abandoned in whole or in part for more than sixty (60) consecutive days, at the discretion of the Owner, based upon a Force Majeure event (defined below), or for reasons other than the fault of Consultant, Consultant may request equitable adjustment to compensation for services performed prior to notice of such suspension or abandonment.

ARTICLE 8 DISPUTE RESOLUTION

- 8.1 <u>Mediation</u>. Claims, disputes, or other matters in controversy arising out of or related to this Agreement or the Services shall be subject to mediation as a condition precedent to binding dispute resolution.
 - 8.1.1 The Parties shall endeavor to resolve their Claims by mediation which, unless the Parties mutually agree otherwise, shall be administered by a private mediator, mutually chosen between the Parties and otherwise in accordance with the American Arbitration Association's Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other Party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
 - 8.1.2 The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 8.2 <u>Arbitration</u>. The Parties agree that any claims, disputes, or other matters in controversy arising out of or related to this Agreement or the Services that are not resolved through mediation as set forth above shall be subject to binding arbitration, unless the Parties mutually agree otherwise.
 - 8.2.1 Any arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other Party to this Agreement, and filed with the person or entity administering the arbitration. The Party filing a notice of demand for arbitration must assert in the demand all Claims then known to that Party on which arbitration is permitted to be demanded.
 - 8.2.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by

- the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim.
- 8.2.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- 8.2.4 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by Parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
- 8.2.5 Either Party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- 8.2.6 Either Party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- 8.2.7 Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Agreement, whether by joinder or consolidation, the same rights of joinder and consolidation as Owner and Consultant have under this Agreement.

ARTICLE 9 MISCELLANEOUS

9.1 <u>Notices and Authorized Representatives.</u> All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed validly given if sent by electronic mail, or by Overnight Delivery Service, addressed to the Parties as follows, or such other address as either Party may designate by written notice to the other Party:

Owner's Authorized Representative

Shane L. Sorensen, P.E. Alpine City 20 North Main Alpine, UT 84004 801.420.2962 ssorensen@alpineut.gov

Consultant's Authorized Representative

Chad Jones Navigate CM & Development LLC 650 South Main, Suite 150-75 Salt Lake City, UT 84101 801.597.1832 Chad@nvgte.com

- 9.2 <u>Captions</u>. The captions and headings contained herein are for convenience only and shall in no way modify or limit the terms, provisions or conditions hereof.
- 9.3 Entire Agreement. This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, undertakings or negotiations, whether oral or written. No provisions of this Agreement shall be changed or modified, nor shall this Agreement be discharged, in whole or in part, except by an agreement in writing signed by the Party against whom the change, modification or discharge is claimed or sought to be enforced. No waiver of any of the conditions or provisions of this Agreement or of any of the rights of either Party shall be effective or binding unless such a waiver shall be in writing and signed by the Party claimed to have given, consented to or suffered the waiver.
- 9.4 <u>Separation Clause</u>. Should any provisions in this Agreement be found to be unenforceable, only that provision will be stricken from the Agreement and the balance of the Agreement will remain in full force and affect.
- 9.5 <u>Extent of Agreement.</u> Nothing contained herein shall be deemed to create any contractual relationship between Consultant and any architects, engineers, or additional consultants retained in connection with the Project, or the associated professionals and consultants.
- 9.6 <u>Representation Regarding Solvency.</u> Consultant represents and warrants to Owner that Consultant is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the Services required hereunder.
- 9.7 <u>Employee Solicitation.</u> Each Party agrees that it will not in any manner attempt to hire employees of the other Party without the prior written approval of the other Party.
- 9.8 <u>Definition of Days</u>. All references to "days" within this Agreement shall mean calendar days and not be interpreted as "business days."
- 9.9 <u>Force Majeure.</u> As used herein, the term "Force Majeure" shall mean any of the following events impacting the Project, regardless of where it occurs or its duration: acts of nature without the interference of any human agency (including hurricanes, typhoons, tsunamis, tidal waves, tornadoes, cyclones, other severe storms, winds, lightning, floods, earthquakes, volcanic eruptions, fires, explosions, disease, or epidemics); fires and explosions caused wholly or in part by human agency

(other than those caused by a Party or its agents); acts of war or armed conflict; riots or other civil commotion; terrorism (including hijacking, sabotage, chemical or biological events, nuclear events, disease-related events, bombing, murder, assault and kidnapping), or the threat thereof; strikes or similar labor disturbances or other industrial disturbances; embargoes or blockades; shortage of critical materials, supplies or transportation; action or inaction of governmental authorities (including restrictions on financial, transportation or information distribution systems; or the revocation or refusal to grant licenses or permits); and any other events beyond the reasonable control of the Parties.

- 9.10 <u>Remedies for Default</u>. If any Party is in default of its obligations under this Agreement beyond any applicable notice and cure period, the non-defaulting Party shall have the right to exercise against the defaulting Party any rights and remedies available to the non-defaulting Party under this Agreement or at law or in equity.
- 9.11 <u>Exhibits</u>. The following exhibits have been annexed to this Agreement and are made a part hereof:
 - Exhibit A Proposal

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

OWNER: Alpine City	CONSULTANT: Navigate CM & Development, LLC
By:	Ву:
Name: Shane L. Sorensen, P.E	Name: Chad Jones
Title: City Administrator	Title: President

City of Alpine

Fire Station Addition & Remodel Project Management Services







Navigate CM & Development

Guiding with Vision





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1 - STATEMENT OF QUALIFICATIONS

About Us

Navigate CM & Development was founded in 2021 with a dual focus; to develop our own projects and to serve as trusted Owner's Representatives for complex capital initiatives. We are a pure Owner's Rep firm functioning as an extension of your staff with no conflicting interests. Our only goal is to help you realize your vision while protecting your operational, financial, and scheduling priorities.

While Navigate is a young firm, our team brings over 60 years of combined experience and a portfolio of work totaling more than \$4 billion in value. Our expertise spans municipal, healthcare, K-12, and non-profit permanent supportive housing.

Philosophy

We approach each project as a journey requiring inspiration, determination, and adaptability. Our team builds the roadmap and sets the pace by creating a collaborative environment focused on cost, quality, and time so that everyone moves in sync toward success.

Successful projects are the result of a collaborative team. We create an environment where every team member feels respected, appreciated and valued. While we don't subscribe to the management by intimidation approach, we hold all team members accountable for their contractual responsibilities.

Qualifications

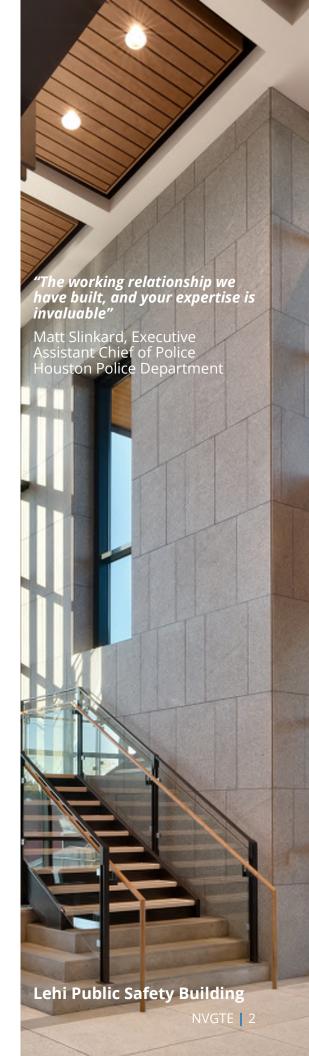
Our team has a diverse background in all aspects of the design and construction process. We have worked as architects to create a set of construction documents. We have licensed general contractors on staff. And we have also successfully entitled and developed our own projects. We understand the entire development process which allows us to speak every stakeholder's language from code officials and contractors to design teams and community partners.

Why Us

We've delivered projects through every phase from initial visioning, programming and feasibility studies to entitlement, construction, and close-out. That full-lifecycle perspective is critical to ensuring seamless transitions across all project milestones.

We know that your staff is busy. Our role is to stay deeply engaged in the day-to-day details, while never losing sight of the big picture. Like an orchestra conductor, we coordinate the rhythm of a large and complex team including consultants, designers, contractors, utility providers, and city authorities, to ensure the right information reaches the right people at the right time.

This level of active oversight is what keeps your project on track to minimize confusion, avoid delays, and ensure coordination is smooth and timely.







Lehi City Hall & Civic Campus



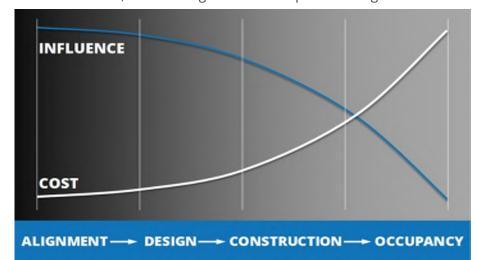
Moab Behavioral Health Center



Moab Regional Hospital Expansion

Influence

We've learned that the ability to influence the end result is greatest at the beginning while diminishing throughout the life of the project as illustrated in the graph below. Decisions also become increasingly more expensive as the project progresses. We focus our time up front to define the vision, outline the goals and anticipate challenges.



Project Roles Defined

Projects are complex with multiple professionals required to make it a success. But it primarily consists of an Owner, Architect, and Contractor.

The Owner's role is to Establish Scope and Manage. As an Owner's Representative, we become an extension of your staff to help define goals, vision, and scope to be able to structure and deliver the project. We are the one who is committed solely to your goals and interests.

The Architect's role is to Create. Their training is heavy on design theory with no required courses in project management and only one course in Materials and Construction. Unless they've learned it elsewhere, they typically aren't trained to navigate the entire process or build the building.

The Contractor's role is to Build. Their job is to build what the Architect creates based on your vision. They may help to represent you during design, but contractually, they sit between you and their subcontractors which presents a conflict when looking out for your interests. To stay in business, they need to balance the relationship with you and their subcontractors so they'll have people to help the build their next project.

Owner Responsibilities

In addition to engaging an Architect and Contractor, there are many required consultants that don't fall under their contracts such as geotechnical, surveying, environmental, testing & inspections, FF&E, utilities, etc. Additionally, you'll need to negotiate critical agreements, properly document decisions to avoid claims, process payments, respond to RFI's, review change orders, and ensure the project is staying on budget and on time.

We take care of these responsibilities and allow you to continue running your business.



Chad Jones

CCM, LEED AP

Project Director

EDUCATION

MS Construction Management, Brigham Young University

> BS Business Management, Utah Valley University

Associates Architectural Studies, Utah Valley University

WORK HISTORY

Navigate - 2021

Founder & President

PCI - 2017 - 2020

Vice President

MOCA - 2010 - 2017

Project Director / Manager

Parsons | 3D/I - 2002 - 2010

Profile

Mr. Jones has 25+ years experience in Project Management and Real Estate Development. He has structured projects both as the sponsor/equity partner as well as owner's representative for public and private clients.

Managing from the initial vision through occupancy, Chad has personally been involved with the delivery of \$3B+ in successful projects.

Public Sector Experience

Lehi City Civic Campus, Lehi, UT

Salem Fire & EMS Building, Salem, UT

Salt Lake City Public Safety Building, Salt Lake City, UT

Lehi Public Safety Building, Lehi, UT

Salt Lake City Crime Lab Remodel, Salt Lake City, UT

Houston Justice Complex, Houston, TX

Pleasant Grove Police & Fire Department, Pleasant Grove, UT

Houston Community College School of Technology, Houston, TX

Texas A&M Campus Facility Assessment, Prairie View, TX

Timpview High School Expansion & Remodel, Provo, UT

Wasatch Elementary, Provo, UT

Shoreline Middle School, Provo, UT

Utah State Capitol Restoration, Salt Lake City, UT

Additional Experience

44 North Permanent Supportive Housing, Salt Lake City, UT

Housing Authority of Salt Lake City Retrofits, Salt Lake City, UT

BYU Chemical Engineering Laboratory Remodel, Provo, UT

CC Bank Corporate Headquarters, Pleasant Grove, UT

The Pointe Luxury Condominiums, Eden, UT

Coyote Creek Multi-Family, Washington, UT

Defense Chemical Testing Chamber, Dugway, UT

San Antonio International Airport Expansion, San Antonio, TX

Moab Regional Hospital Remodel & Expansion, Moab, UT

Moab Regional Behavioral Care Center, Moab, UT

Kane County Hospital Expansion & Remodel, Kanab, UT

Ogden Clinic Medical Clinic, Pleasant View, UT

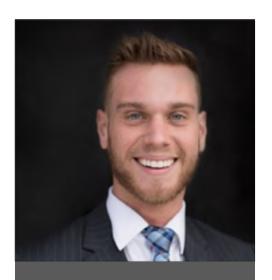
Revere Health Family Medicine Campus, St. George, UT

Intermountain Urgent Care Center, Lehi, UT

Intermountain Medical Clinic, Saratoga Springs, UT

Intermountain Urgent Care Center Remodel, West Jordan, UT

Canyon Creek Dentistry, Spanish Fork, UT



Brandon Gray

Project Manager

EDUCATION

BS Construction Management Utah Valley University

EXPERIENCE

- Navigate - 4 Years Project Manager

- **Project Control, Inc - 7 years**Operations Manager

Project Manager

Assistant Project Manager

Project Coordinator

Intern

- Metro Builders—5 Years Flooring Foreman Laborer

CERTIFICATIONS

B100 General Contractor
OSHA 30-Hour Card

Profile

Brandon is a highly experienced professional with 14 years of expertise in the construction industry. His proficiency was cultivated during his tenure at a prominent General Contractor in Utah, where he gained extensive knowledge of various construction systems. Brandon's skill set extends to managing diverse projects in both the public sector and commercial domains. His contributions in healthcare, public sector, and commercial projects demonstrate his exceptional value to any team. Brandon has a proven track record in effectively maintaining project budgets, managing contracts, and providing essential reports to clients and owners.

Relevant Experience

Public Sector Experience

Lehi City Civic Campus, Lehi, UT Salem Fire & EMS Building, Salem, UT Timpview High School Expansion & Remodel, Provo, UT Shoreline Middle School, Provo, UT Wasatch Elementary, Provo, UT

Additional Experience

44 North Permanent Supportive Housing, Salt Lake City, UT CC Bank Corporate Headquarters, Pleasant Grove, UT Pointe Luxury Condominiums, Eden, UT Post District Mixed Use, Salt Lake City, UT Pavilion at Galleria, Las Vegas, NV Latitude Townhomes Entitlement, Midvale, UT Coyote Creek Multi-Family, Washington, UT Harvest Village Hotel & Mixed Use Development, Heber, UT Visionary Square Mixed-Use & Flex Space, West Jordan, UT Siena Patient Tower, Dignity Health, Las Vegas, NV Saint Bernadine Medical Center, San Bernardino, CA Siena ADA Barrier Removal, Dignity Health, Las Vegas, NV San Martin Farm Alarm Replacement, Las Vegas, NV Revere Health Family Medicine Campus, St. George, UT Intermountain Urgent Care Center, Lehi, UT Intermountain Medical Clinic, Saratoga Springs, UT Canyon Creek Dentistry, Spanish Fork, UT (as general contractor) Santaguin Dentistry, Santaguin, UT (as general contractor)

2 - PROJECT APPROACH

We believe that successful projects are built on collaboration, clear expectations and mutual respect. This industry is too small — and the stakes too high — for adversarial approaches that damage relationships or create unnecessary conflict.

Our role as your representative is to protect your interests while fostering a positive, solutions-focused environment. We hold all team members accountable to their contractual responsibilities, but we do so with fairness, transparency and professionalism.

With that foundation, our management approach focuses on the following core areas: Budget, Schedule, and Communication.

Budget Control

We establish a comprehensive project budget that includes hard costs (physical construction), soft costs (design, permits, consultants, FF&E, etc.), and contingencies (for unknown conditions and change orders).

Each month, we provide a Budget vs. Actual report, reconciled with your internal accounting records, so you always know the financial status in real time. This process allows us to:

- Prevent scope creep
- Track and manage unexpected costs
 - Address changes proactively
- Anticipate and respond to shifting market conditions

Schedule Control

We begin by developing a Master Project Schedule that outlines all major milestones — from design and procurement to permitting, construction, close-out, and occupancy. We coordinate closely with the Architect and Contractor to integrate their detailed schedules and update them continuously. When delays occur, we implement corrective actions to get back on track.

To monitor the Contractor's progress, we require clear, contractually defined baseline schedules that:

- Show a complete critical path
- Limit activity durations to two weeks or less
- Clearly identify float and milestone targets

We also review a rolling three-week lookahead schedule each week to identify issues early and take corrective action as needed.

Communication

Point of Contact - As your Project Manager, we serve as your single point of contact handling all communication and coordination with the Architect, Contractor, consultants, and regulatory agencies. This ensures no conflicting direction is given and that all project needs are addressed daily. We keep the project moving forward while ensuring you're always informed and approving key decisions.

Correspondence & Reporting - Effective project communication means getting the right information to the right people, in the right format, at the right time. We manage and monitor all correspondence to maintain consistency, clarity, and alignment across the team.



Timpview High School Expansion & Remodel







44 North Permanent Supportive Housing



Salt Lake Public Safety Building

- Managed by Chad Jones with a previous firm

Steering Committee & Stakeholders - If not already in place, we recommend forming a Steering Committee of key decision-makers. We lead these meetings to:

- Gather input to guide the project
- Provide progress updates
- Address critical issues early

We also provide Board and Executive briefings as needed, along with a monthly report that includes:

- Schedule updates
- Budget status
- Progress highlights
- Critical issue tracking

Community Engagement - Maintaining public and stakeholder trust is essential, especially for a mission-driven organization like Fourth Street Clinic. While we follow your lead, our experience on public and non-profit projects shows that transparent communication builds long-term support and minimizes opposition. We help shape messaging that are clear, inclusive, and aligned with your values.

Added Values

Quality Management

We embed quality control into every stage of the project to ensure expectations are clearly defined from the start, and upheld through completion.

- **1 Pre-Design** We begin by helping define clear project goals and performance expectations. These inform the RFP and contract language for Architects and Contractors, providing a measurable benchmark for quality and accountability.
- **2 Design** At each milestone, we lead comprehensive design reviews to ensure alignment with the defined quality standards and budget constraints. We also monitor design pacing to avoid rushed documents that lead to costly errors later.
- **3 Construction** We provide the appropriate level of field oversight and documentation to ensure the work complies with the construction documents. All test results and inspections are reviewed and logged for quality assurance.

Constructability & Value Engineering

Plans will be reviewed at each phase for constructability and value engineering both by our team and the Contractor. Value engineering is an ongoing process and not just a workshop at the end of design. We constantly monitoring progress of the plans to ensure the best value.

3 - SCOPE OF SERVICES

With a focus on *cost, quality and schedule*, we guide projects to successful completion from the beginning. Services will be tailored to meet your needs but can include the following.

A-ALL PHASES

- **A.1 Primary Point of Contact:** Act as an agent and extension of the Owner's staff for information and communication between Owner, Architect, Contractor and all additional consultants to ensure timely and proper communication. Direction is not given without the Owner's knowledge and approval.
- A.2 Contract Administration: Provide contracts and administer throughout the project. Review and negotiate all outside contracts to ensure terms are in the best interest of the Owner. Advise on any potential issues or concerns. Treat team members with respect while holding everyone accountable to their contractual obligations.
- **A.3 Meetings:** Facilitate scheduled meetings and issue minutes for follow up on action items. Maintain a record of all decisions and direction given.
- **A.4 Cost Control:** Establish an overall project budget including all hard and soft costs. Provide monthly budget/actual updates to continually track current status.
- **A.5 Schedule Control:** Provide a master schedule and monitor progress of Contractor's schedules. Schedules shall have the critical path identified with no durations more than 3 weeks.
- **A.6 Invoice Approval:** Review all pay requests for accuracy and validity. Track total amounts paid to all consultants. Negotiate if necessary and provide recommendations for payment.
 - **A.7 Insurance Certificates:** Coordinate receipt of all required insurance documents, affidavits, builders risk, professional and general liability coverage.
- **A.8 Documentation:** Maintain a record of all correspondence and documents for legal and accounting records. Documents will be transferred to Owner at project completion.
- **A.9 Daily Correspondence:** Monitor daily issues and follow up with the project team to assure timely responses. Identify critical issues that could potentially impact schedule and/or cost.
- **A.10 Reporting:** Provide monthly updates on progress including costs, contingencies, schedules, potential risks, new discoveries.







Latitude Townhomes



Kane County Hospital
- Managed by Chad Jones with a previous firm



Cormont at East Village Deer Valley



Canyon Creek Dental & Orthodontics
- Built by Brandon Gray

B-PRE-DESIGN

B.1 - Team Assembly: Identify all consultants needed. Make recommendations for the appropriate delivery approach. Develop RFP's and RFQ's to assemble a qualified team.

B.2 - Project Management Plan: Prepare a customized plan which includes, but not limited to:

- Scope of Work
- Milestone Schedule
- Communications protocol and approval processes
- Document control systems, methods and procedures
- Change management procedures.
- Invoice approval process
- Project budget with all hard/soft costs and contingencies

B.4 - Utilities: Coordinate with all service providers to ensure service is available and ready. Confirm that sizing is adequate and identify upgrades that may be needed.

C-DESIGN

- **C.1 Design Management:** Meet with the A/E team regularly to monitor progress and facilitate decision making while ensuring design aligns with the vision, goals, and guiding principles.
- **C.2 Constructability Reviews:** Review progress plans at each milestone for quality, completeness and clarity to minimize change orders.
- **C.3 Existing Structures:** Assemble and review as-builts and all available documentation. Summarize the findings and challenges that will need to be addressed.
 - **C.4 Energy Performance:** Assist with sustainability goals, life cycle cost analysis, and impacts to design and construction.
- C.5 Regulatory Reviews: Coordinate with Local Authorities
 Having Jurisdiction (LAHJ) for site development, zoning,
 environmental impact, conditional use, or other site development
 or use restrictions. Assist with the approval process and identify
 any schedule/cost impacts.
 - **C.6 Move Planning:** Identify requirements post occupancy and establish a procurement plan and schedule.
 - **C.7 Value Engineering:** Conduct workshops to identify cost savings while still achieving the overall project goals.
 - **C.8 Commissioning Agent:** Engage a commissioning agent to establish project performance requirements if desired. Coordinate implementation into the construction documents.
 - **C.9 General Contractor:** Based on the determined delivery approach, engage the builder at the appropriate time. Facilitate the documentation needed and negotiate terms to realize the best value at the appropriate time.



Lehi City Library





Regions at 650 Main

- Managed by Chad Jones with a previous firm







CC Bank Headquarters

D-BIDDING & PERMITTING

- **D.1 Testing & Inspections:** Identify required special inspections and testing required for building inspections and engage.
- **D.2 Pre-Bid:** Assist with pre-bid activities to assure appropriate levels of interest. Develop pre-qualification criteria. Review the builder's list of subcontractors and make recommendations.
- **D.3 Bid Review:** Review bids to ensure best value. Identify any allowances and contingencies to be established.
- **D.4 Pre-Award:** Conduct a meeting with the selected builder to confirm bids are complete, insurance certificates are in place, and a baseline schedule is established.
- **D.5 Permitting:** Coordinate the preparation, submission, review and approval of drawings as well as the pre-occupancy site visits required by the LAHJ's to achieve occupancy.
- **D.6 Utilities:** Coordinate with utility providers to ensure that engineering is complete, and accounts are in place to proceed.
- **D.7 Scope Gap:** Identify any gaps in the scope for materials and/ or services that will fall back to the responsibility of the Owner.

E- CONSTRUCTION

- E1 Construction Management: Facilitate weekly Owner, Architect, Contractor (OAC) meetings. Issue a weekly agenda, distribute meeting minutes to document discussions.
- **E.2 On-Site Representation:** Inspect, monitor, and document progress on a weekly basis for quality and compliance.
- **E.3 Change Order Review:** Review change requests to determine whether the costs are justified and accurate.
- E.4 Submittals, RFI's, ASR's: Facilitate responses to ensure compliance, avoid delays, and maintain records of direction.
- **E.5 Cost, Quality, Schedule Control:** Continually manage costs and contingencies, schedules and quality of work. Identify long lead items and plan accordingly. Provide a monthly budget vs actual report consistently showing the current status.
- **E.6 FF&E Procurement:** Review requirements for furnishings, fixtures, and equipment. Establish & manage a procurement plan.
- **E.7 Fund Disbursement:** Provide summary documentation on a monthly basis as required by Owner's accounting, lender and investors. Verify required back-up for pay requests including but not limited to lien releases, waivers and schedule of values.
- **E.8 Alternates/Substitutions:** Assess requested substitutions and alternates to determine whether changes still comply with the overall goal/vision and provide recommendations to Owner.

F - CLOSE-OUT

- **F.1 Punch List:** Generate a punch list with Architect and Contractor to identify deficiencies and unacceptable work at substantial completion. Manage the Contractor to ensure completion of all items prior to releasing retainage.
- **F.2 Record Drawings (As-Builts):** Facilitate the gathering of as-builts and confirm completeness and accuracy.
- **F.3 Move Management:** Coordinate occupancy and manage delivery of final FF&E items. Collect all warranties and confirm all items are in good and working condition.
- **F.4 Contract Close-Out:** Work with the Architect to establish substantial completion and facilitate receipt of the Temporary Certificate of Occupancy (TCO) and final Certificate of Occupancy (COO). Acquire all other certificates and permits required by LAHJ's. Collect all lien release waivers and final documentation as may be required by lender, owner, and investors. Confirm completion of the final HVAC test and balance report.
 - **F.5 Operations & Maintenance Manuals:** Collect O&M manuals and confirm completeness. Ensure Owner has been properly trained on all systems.
 - **F.6 Start-up Assistance:** Schedule and assist with all start-up procedures as required.
- **F.7 Warranty Review:** Conduct warranty walks at 6 months and 11 months to ensure everything is fully operational and complete prior to warranty expiration.
- **F.8 Post Construction Evaluation:** Conduct a meeting to evaluate the process and assemble a list of lessons learned for future projects. Evaluate team performance, provide feedback to consultants and make recommendations for improvement.





Shoreline Middle School





Wasatch Elementary



Coyote Creek Apartment Complex
- Managed by Chad Jones & Brandon Gray with
a previous firm

4 - PROPOSED FEE

Navigate CM & Development is committed to delivering full-scope project management services as described within this proposal. We understand that you are already past some of the pre-design services we've listed. However, we would still like to spend some of our time to review all progress to date to ensure that it truly aligns with Alpine City's goals, vision and timeline.

Understanding

We understand that you have \$5M allocated for the remodel and addition of your existing fire station located at 50 East 100 North.

We understand that Babcock Design has been engaged as your architect and is currently working through conceptual and schematic level plans with your next planned step being to solicit and RFP/RFQ to engage a CMGC. Given the need to remodel space that will need contractor input, we agree that this is the right approach to get constructability input as well as accurate cost estimates to ensure the design is staying within budget.

We understand that Lone Peak Fire did not have full time firefighters at the time the fire station was built and that light renovations have been made to accommodate but is still not meeting their needs. As such, we understand the current plan is to build new dorms and a dayroom on the south side of the bays, relocate firefighters into that space once construction is complete, and then go back to remodel the existing space with a community room and additional support space.

Proposed Fee Structure

We propose a fixed fee as a percentage of the project budget of 3.00% or \$150,000 based on a \$5M budget. This fee will be charged on a monthly basis based on the progress of the project. This also assumes a phased construction as described that prohibits remodel of the existing space until the new addition is complete and occupied. If we're able to find solutions to expedite construction, our fee may be reduced.

Commitment

We are committed to truly representing your best interests to ensure your goals of time, quality and cost are fully met and exceeded. We are certain that we will recover the full cost of our fee throughout the life of the project in cost and time savings.

Thank you for your consideration.

Chad Jones

President

Projects in Progress and Completed in the Last 5 Years

cent

Municipal

- Lehi City Civic Campus City Hall + Library
- Salem City Fire & EMS Building
- Lehi City Public Safety Building
- Salem City Offices Remodel

K-12

- Provo School District
 - Dixon Middle School Facilities Condition Assessment
 - Timpview High School Expansion & Remodel
 - Shoreline Middle School
 - Wasatch Elementary

Non Profit

- 44 North Permanent Supportive Housing

Private Sector

- CC Bank Corporate Headquarters Pleasant Grove, UT
- CC Bank Pleasant Grove & Provo Branch Remodel
- Finwise Bank Tenant Improvement Murray, UT
- Cormont at Deer Valley East Village Deer Valley, UT
- Proper Residences Powder Mountain, UT
- Coyote Creek Apartments & Townhomes St. George, UT
- 650 Main Regions Tenant Improvement Salt Lake City, UT

Development

- Pointe at Wolf Creek Condominiums Eden, UT
- Latitude Townhomes Midvale, UT
- Vantage Apartments Lehi, UT
- Rooftops Townhomes Salem, UT

Healthcare

- Regional Hospital Expansion & Remodel Moab, UT
- Kane County Hospital Expansion Kanab, UT
- Revere Health Medicine & Urgent Care St George, UT
- Canyon Creek Dental Clinic Spanish Fork, UT

Lehi City

Jason Walker, City Administrator Email: jwalker@lehi-ut.gov Phone: 385.201.2274

Salem City

Brad James, Chief of Police Email: bjames@salemcity.org Phone: 801.423.2312

Pleasant Grove City

Scott Darrington Email: sdarrington@pgcity.com Phone: 801.391.5130

Salt Lake City

Sean Fyfe, City Architect Email: sean.fyfe@slcgov.com Phone: 801.414.5048

Provo School District

Devyn Dayley, Business Administrator Email: Dayley@provo.edu Phone: 801.369.3236

CC Bank

Adam Cunningham, Chief Risk Officer Email: adam.cunningham@ccbank.com Phone: 801.637.7346

First Step House

Shawn McMillen, Executive Director Email: smcmillen@firststephouse.org Phone: 801.518.3257

Housing Connect

Janice Kimball, Executive Director Email: jjkimball@housingconnect.org Phone: 801.381.7385

Moab Regional Hospital

Jen Sadoff, Chief Executive Officer Email: jennifers@mrhmoab.org Phone: 435.719.4076

Cormont at Deer Valley East Village

Val Fagre, Vice President Email: val@reefpe.com Phone: 435.647.6895





Navigate CM & Development LLC

Project Management Real Estate Development Planning & Entitlement Design & Construction Oversight

650 South Main St #150-75 Salt Lake City, UT 84101 801.597.1832 www.nvgte.com

ALPINE CITY COUNCIL AGENDA

SUBJECT: Approval of Revised RFP for CMGC Services – Alpine Fire Station

Addition/Remodel

FOR CONSIDERATION ON: August 5, 2025

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Approve the revised RFP for

CMGC Services for the Alpine Fire Station Addition/Remodel

Project.

BACKGROUND INFORMATION:

The City Council previously approved a Request for Proposals (RFP) for Construction Manager/General Contractor (CMGC) services. We asked Chad Jones with Navigate review the RFP and recommend any changes, since this is typically within their scope. After review, they came back with some recommended amendments to improve the RFP. We have incorporated the amendments to the RFP and are recommending it for approval. Once approved, the RFP will be advertised and proposals will be received. We have been in contact with the project architect and he is ready to begin working with the CMGC that is selected and move the fire station project forward.

STAFF RECOMMENDATION:

As part of the consent calendar, approve the revised RFP for CMGC services.

Request for Proposals for Construction Management / General Contractor Services

Best Value Selection Method

July 30, 2025

Alpine Fire Station No. 202 Addition/Remodel

NOTICE TO CONTRACTORS

Alpine City is requesting proposals for the construction of the following project:

Alpine Fire Station No. 202 Addition/Remodel

This Construction Management/General Contractor (CM/GC) project includes:

- Constructing an addition to the fire station that will serve as the living area for firefighters.
- Remodel the area that has served as the living area and convert it into a community center.
- Other upgrades to the existing building.

The Request for Proposals (RFP) documents, including the selection requirements and the selection schedule, will be available on July 30, 2025 on the U3P Utah Public Procurement website (SciQuest). For questions regarding this project, please contact Shane L. Sorensen, P.E. at ssorensen@alpineut.gov or at 801-420-2962.

The procurement shall be best value RFP method. All prime contractors wishing to submit on this project shall notify the project contact of their intent to propose to ensure addenda are issued to all those who intend to propose.

Proposals, including a cost proposal, management plan, references and statements of qualifications, must be submitted electronically along with 4 hard copies delivered to Alpine City Hall by August 20, 2025, to Shane L. Sorensen, P.E. at ssorensen@alpineut.gov. To be considered, submittals must be received by the specified time. Unless specifically authorized by the city's administrative office, telephonic proposals or modifications of proposals will not be considered. However, modifications by email for proposals already submitted through the proper channels will be considered IF received prior to the time for the submission deadline.

The Contractor for the project must be a Utah licensed General Contractor. Association with other individuals or firms having appropriate professional expertise is acceptable. The City intends to enter into a single agreement with the successful Contractor for both the addition and the remodel.

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

Alpine 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.

DESCRIPTION OF WORK

<u>Project Description:</u> Alpine City intends to construct an approximate 4,500 sf addition to the existing fire station that will serve as the living area for the fire fighters. In addition, the 2,500 sf portion of the building that has served as the living area for the fire fighters will be remodeled to convert into a community center. The fire station will remain open with the fire fighters occupying the current living area while the addition is constructed. Upon completion of the addition, the remodel can begin. Other upgrades to the building may also be included. The current conceptual draft plan is attached for reference as Exhibit A.

<u>Architect:</u> Babcock Design is the architectural firm for the project and will assist the City in selecting the CM/GC. The CM/GC shall participate in the pre-construction and construction phase of the project.

Construction Budget (FLCC): \$4,250,000

<u>Schedule:</u> Construction documents are currently anticipated to be complete in December 2025 with a groundbreaking anticipated for March 1, 2026.

The project will be executed in two phases. While the design for both the addition and remodel will be completed concurrently, it is anticipated that two separate Guaranteed Maximum Price (GMP) proposals will be issued—one for the expansion and one for the remodel. It is the City's intent to award both scopes of work to a single contractor.

FLCC: The Fixed Limit of Construction Cost or FLCC is the project's construction budget as listed in the Notice to Contractors and this RFP's Description of Work section. The City, the design team and the CM/GC Contractor agree to work together to keep the cost of construction as represented in the design within the FLCC.

<u>Guaranteed Maximum Price (GMP):</u> The Guaranteed Maximum Price is the final price that the Contractor agrees to accept in full and is based on the final contract drawings and specifications. The GMP shall include all fees and percentages required by this RFP, as well as the costs for general conditions and all work as required in the Contract Documents.

Scope of Services

Phase 1—Pre-Construction Phase: This phase of the Work includes, but is not limited to, attending design meetings, reviewing plans at design milestones, estimating and cost control, schedule development, and drawing and constructability reviews. The selected CM/GC shall coordinate with the project architect and the City project team in the design, cost management, construction oversight, and completion of the project.

The scope includes but is not limited to design review, construction document review, consultation as needed for the Project, which provides for site improvements, and the following:

- A. Providing input & recommendations; commenting and providing objective feedback on materials and methods identifying and proposing mitigation for potential conflicts and risks as well as material procurement strategies.
- B. Assisting the City with risk management.
- C. Providing the City with detailed construction cost estimates and proposed cost control measures. The Contractor shall assist the City and the architect in maintaining the cost of construction within the Fixed Limit of Construction Cost (FLCC) and the duration of the construction within the project's schedule. The CM/GC will be expected to provide indepth, accurate, and timely cost data for a rigorous life-cycle cost assessment. This process begins during the design review phase of the project, and the CM/GC will be expected to review the design and cost estimates for accuracy.
- D. Constructability reviews including clash detection, design errors and omissions. The CMGC will not be allowed to mark up any such issue related change order during the construction phase of the project as a result of the aforementioned items.
- E. Staging & construction sequencing strategies.
- F. Provide recommendations regarding site development strategies including, but not limited to, phased construction packages.
- G. Provide recommendations for early bid packages and timely procurement of necessary materials and equipment.
- H. Construction schedule development.
- I. Review existing conditions drawings provided by the City, and conduct one or more site visits from which the CM/GC will generate and present an existing conditions site observation report that makes a note of variations from the drawings/documents of the existing conditions, and any unique conditions that may have construction cost implications.
- J. Coordination of all permitting, inspections, public utilities and other similar requirements.
- K. Continued coordination with the Architect, project manager, and Project team throughout the bidding and construction process for the project. This coordination will include regular updates to the City regarding project progress.

The CM/GC shall assist the City and the City's contracted Architect in maintaining the project's construction costs within the proposed construction budget and scheduling for the duration of construction to keep within the project schedule.

Phase 2 - Construction Phase: This phase of the work consists of the CM/GC furnishing and installing all work as required in the Contract Documents.

The scope includes but is not limited to the following:

- A. Verify all local, state, and federal laws, building codes, and standards for facilities of this nature. The project will be required to go through Alpine City's building permit and site plan process which is supported by Sunrise Engineering. The city will not be charging any fees to itself. Coordinate with other affected agencies and/or organizations, and private utilities, as needed.
- B. Provide complete construction supervision and management services throughout the

- duration of the construction phase. This includes (but is not limited to) all home office and field personnel, equipment, labor, tools, overhead, etc. necessary to successfully complete the construction of the project in a timely and efficient manner.
- C. Subcontractor Selection Work for the completion of this project will be competitively bid by mutually agreed upon and prequalified Subcontractors for each trade.
- D. Self Performed Work The CM/GC will be allowed to self-perform work. This work must be billed for at actual cost incurred plus the CM/GC Multiplier. Actual costs for self-performed work will be subject to audit. No billing rates will be allowed. The CM/GC must specifically state in the Management Plan proposal what self-performed work they intend to execute (e.g. concrete flat work, building erection, landscaping, civil site work, etc.). The CM/GC shall also be required to bid out its self-performed work with selection of either the CM/GC or subcontractor being a competitive bid process.
- E. The City expects a proactive approach of promoting the project to multiple subcontractors in all trades and disciplines. Similarly, Alpine City requires an open and transparent bidding process, which includes providing the actual subcontractor bids as part of a comprehensive Bid Summary for review.
- F. Change Management In the event that changes arise during the construction phase of the project, due to Owner request, unknown conditions, errors and omissions, or any other reason, the CMGC will not proceed with any change to the work without a signed Change Order. The CMGC will be required to submit a description of the change, why it is required, the associated costs (including back up documents) to the project manager for review and validation. The project manager and architect will review the change order documents and make a recommendation to the City before the change order is to be executed. The CMGC must agree to collaborate with the project manager and architect if revisions are required or costs from subcontractors need to be renegotiated.

Project Close-Out – The CMGC will provide Alpine City with the following:

- 1. Certificate of Substantial Completion
- 2. Completed Punchlist (verified by the architect and project manager)
- 3. Design Team Approvals
- 4. As-Built Drawings
- 5. Inspection Certificates
- 6. Certificate of Occupancy
- 7. Final Lien Waivers
- 8. O&M Manuals

PROCUREMENT PROCESS

1. Request for Proposal Documents

The Request for Proposal (RFP) documents consist of all of the documents contained herein and all said documents are incorporated in this RFP by reference.

2. Availability of Requests for Proposals

RFP documents will be available on U3P (SciQuest).

3. Requests for Information

All requests for information regarding this project shall be submitted through U3P. General inquiries and questions can be directed to:

Shane L. Sorensen, P.E. City Administrator 20 North Main Alpine, Utah 84004 sorensen@alpineut.gov (801) 420-2962

4. **Project Schedule**

The Project Schedule lists the important events, dates, times and locations of meetings and submittals that must be met by the Contractor.

PROJECT SCHEDULE		
RFP Published	July 30, 2025	
Questions from Firms Due	August 8, 2025	
Questions and Answers Posted	August 14, 2025	
Proposals Due	August 20, 2025 at 5pm MST	
Interviews (as needed)	TBD	
Anticipated Contract Award	September 9, 2025	

5. Submittal Due Dates and Times

All required submittals must be delivered to and be received by Alpine City prior to the date and time indicated in the Project Schedule. Submittals received after the specified time will not be accepted. Respondents bear all risks if documents are not received prior to the submission deadline and also assume the responsibility to verify that responses have been received. Proposals must be submitted electronically to Shane L. Sorensen, P.E. at ssorensen@alpineut.gov and hard copies delivered to: Alpine City Hall, 20 North Main, Alpine, UT 84004.

6. <u>Last Day to Submit Questions</u>

All questions must be received no later than the time and date listed on the Project Schedule. Questions must be submitted on the U3P (SciQuest) website.

7. Addendum

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

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.

8. <u>Cost Proposal, Fees, and Markups</u>

Before submitting a Cost 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 laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the Contractor shall promptly notify the specified City Representative, and the necessary changes shall be accomplished by Addendum.

The Cost Proposal must be typed or handwritten in ink on the Cost Proposal Form provided in the procurement documents and submitted via email to ssorensen@alpineut.gov prior to the deadline for submission of cost proposals indicated on the Project Schedule.

All Contractors shall furnish the following fees and markups as part of the Cost Proposal.

- A. **Preconstruction Fee**. This lump sum fee consists of all costs for the CM/GC to provide the required services of the Preconstruction Phase except pre-authorized out-of-state travel. No other reimbursable costs will be allowed or considered in addition to this fee.
- B. Construction Management Fee. This lump sum fee shall consist of and include overhead, profit for the entire job based on the defined scope of work, represented by the FLCC, and all personnel who will be managing the project during bidding, construction, and closeout, including the warranty period.
- C. **Cost of Bonds:** The cost of Payment and Performance Bonds based on the amount of the FLCC.
- D. CM/GC Change Order Markup: Percentage for all work added to the contract by change order.
- E. 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

F. **General Conditions**: Estimated general conditions for the scope of the work.

9. Statement of Qualifications

The submittal for statement of qualifications shall be combined into one document containing the following information:

- A. General Firm Qualifications and Capacity: Provide a brief statement that summarizes the qualifications of the CM/GC in relation to the unique and general requirements of this project. Include firm's location, background, EMR, size, bonding ability, and demonstrated ability to perform the required services.
- B. Proposed Project Team Organization and Qualifications: Provide a chart that identifies the roles of each of the key individuals involved in each phase of the project and the geographical location where the work will be performed. Provide resumes for all key individuals on the proposed project team outlining qualifications, education and specific experience and expertise related to fire station construction. List current work commitments to other projects or activities in sufficient detail to indicate that individuals assigned to the proposed project will be able to meet time commitments. List the percentage of time that each team member will be committed to this project. Provide a matrix that indicates past project collaborations carried out by the proposed team personnel indicated as assigned to the project must be actively engaged in completion of the tasks. At a minimum, resumes of team members shall include the Project Executive, Preconstruction Manager, Project Manager, Superintendent, Project Engineer. Any change of personnel after the RFP is submitted or after award of the contract must be approved by Alpine City before the change is made to assure consistent expertise throughout the term of the project or any signed contact may be deemed in breech.
- C. **Past Work and References:** Provide descriptions of at least four recent and similar projects completed within the last 5 years. Provide a reference for each project listed who may be contacted for further information regarding the performance of the project team. Include names of contact, address, telephone number and email address.
- D. **Management Plan:** Provide a plan demonstrating how your team will manage their responsibilities and scope of work as outlined. This plan should be a concise account of your approach to the project. At a minimum, it shall address preconstruction services, project communications, schedule control, cost control, safety, quality control, change control, and project closeout. Describe your firm's philosophy and approach to project execution that includes working together with the project manager, architect, and steering committee.
- E. **Risks & Value-Added Services:** Address potential risks to the project and how those risks will be mitigated. Identify any additional tools, techniques, local knowledge and value-added ideas that your

firm can provide.

10. Schedule

The contract schedule will be evaluated as part of the Project Management Approach Criteria. Contractor will include in the Management Plan the schedule for completing the work including any items required by Alpine City.

An early completion date is encouraged unless otherwise stated in the Description of Work. The actual completion date will be based on the contractors proposed schedule. 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.

11. Termination or Debarment Certifications

The Contractor must submit a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from soliciting work by any governmental department or agency. The Contractor must also certify that neither it nor its principals have been terminated during the performance of a contract or withdrew from a contract to avoid termination. If the Contractor cannot certify these two statements the firm shall submit a written explanation of the circumstances for review by Alpine City. These certifications are to be submitted with the Statement of Qualifications.

12. Selection Committee

The Selection Committee may be composed of individuals from the City administration, elected officials and the Architect.

13. <u>Interviews</u>

Interviews may be conducted with all responsive and responsible contractors except as follows. If more than four contractors submit proposals and meet other requirements, the City **may** convene the selection committee to develop a short list of contractors to be invited to interviews. This evaluation will be made using the selection criteria noted below.

Finalist firms will be allotted 45 minutes for interviews. During this time, the selection committee requests that you introduce your team, outline your overall approach to ensuring the

success of the project, and reserve time for a question-and-answer session.

The proposed primary project management personnel, including the project manager and superintendent, should be in attendance if selected to interview.

14. Selection Criteria for VBS Construction

The following criteria will be used in ranking each of the Contractors. The Contractor that is ranked the highest will represent the best value for the City. The criteria are not listed in any priority order. The selection committee will consider all criteria in performing a comprehensive evaluation of the proposal.

POTENTIAL PROPOSAL EVALUATION CRITERIA		
Evaluation Criteria	Percentage	
Firm Qualifications	15%	
Project Team	20%	
Past Work & References	15%	
Management Plan	10%	
Project Schedule	10%	
Risks & Value Added Services	5%	
Cost Proposal Form	25%	

TOTAL POINTS POSSIBLE: 100 POINTS

15. Scoring and Justification

The selection committee will provide a unitary score per criteria for each firm. The firm with the highest total of points will represent the best value for the City and the City will enter into contract negotiations. If contract terms cannot be met with the highest scoring contractor, the City reserves the right to terminate negotiations and begin negotiations with the second highest scoring contractor.

16. Award of Agreement

The award of the CM/GC Agreement shall be in accordance with the criteria set forth in the Request for Proposals (RFP). ALPINE CITY intends to enter into an agreement with the prime Contractor to construct the project as outlined. Individual contractors or alliances between two or more contractors are allowed in this process. ALPINE CITY will contract with only one legal entity.

17. Agreement and Bond

The Contractor's Agreement will be provided under terms a standard form American Institute of Architecture (AIA) contract AIA/133-2019 with supplemental conditions. The selected Contractor, simultaneously with the execution of the GMP, will be required to furnish a performance bond and a payment bond, both bearing original signatures. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the contract sum and secured from a company that meets the requirements. Any bonding requirements for subcontractors will be specified in bid packages issued by the successful CM/GC.

18. 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.

19. <u>Financial Responsibility of Contractors, Subcontractors and Subsubcontractors</u>

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

20. Withdrawal of Proposals

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

21. <u>Time is of the Essence</u>

Time is of the essence in regard to all the requirements of the contract documents.

22. Right to Reject Proposals

ALPINE CITY reserves the right to reject any or all proposals.

COST PROPOSAL FORM

NAME OF PROPOSER______DATE_____

The undersigned, responsive to the "Notice to General Contractors/Construction Managers" and in accordance with the "Request for Proposals" for the Alpine City Station No. 202 Fire Station Addition/Remodel, propose a pre-construction fee at the price stated below. This price is to cover all expenses incurred in performing the pre-construction services as outlined in our proposal of which this proposal is a part.
I/We acknowledge receipt of the following Addenda:

Cost Proposal Fee Form		
A	Pre-construction Fee: For all work during the pre-construction period.	\$
В	Construction Management Fee (including overhead and profit): For all work during the construction phase of the contract for the management of the project.	\$
С	Cost of Bonds: The cost of Payment and Performance Bonds based on the amount of the FLCC.	\$
D	CM/GC Change Order Markup: For all work added to the contract by change order as the max percentage of markup to the subcontractor/supplier costs.	%
Е	Self-Performed Work Markup: For all self-performed work,	%
F	General Conditions: State the dollar amount and include the excel version of the attached Exhibit B.	\$

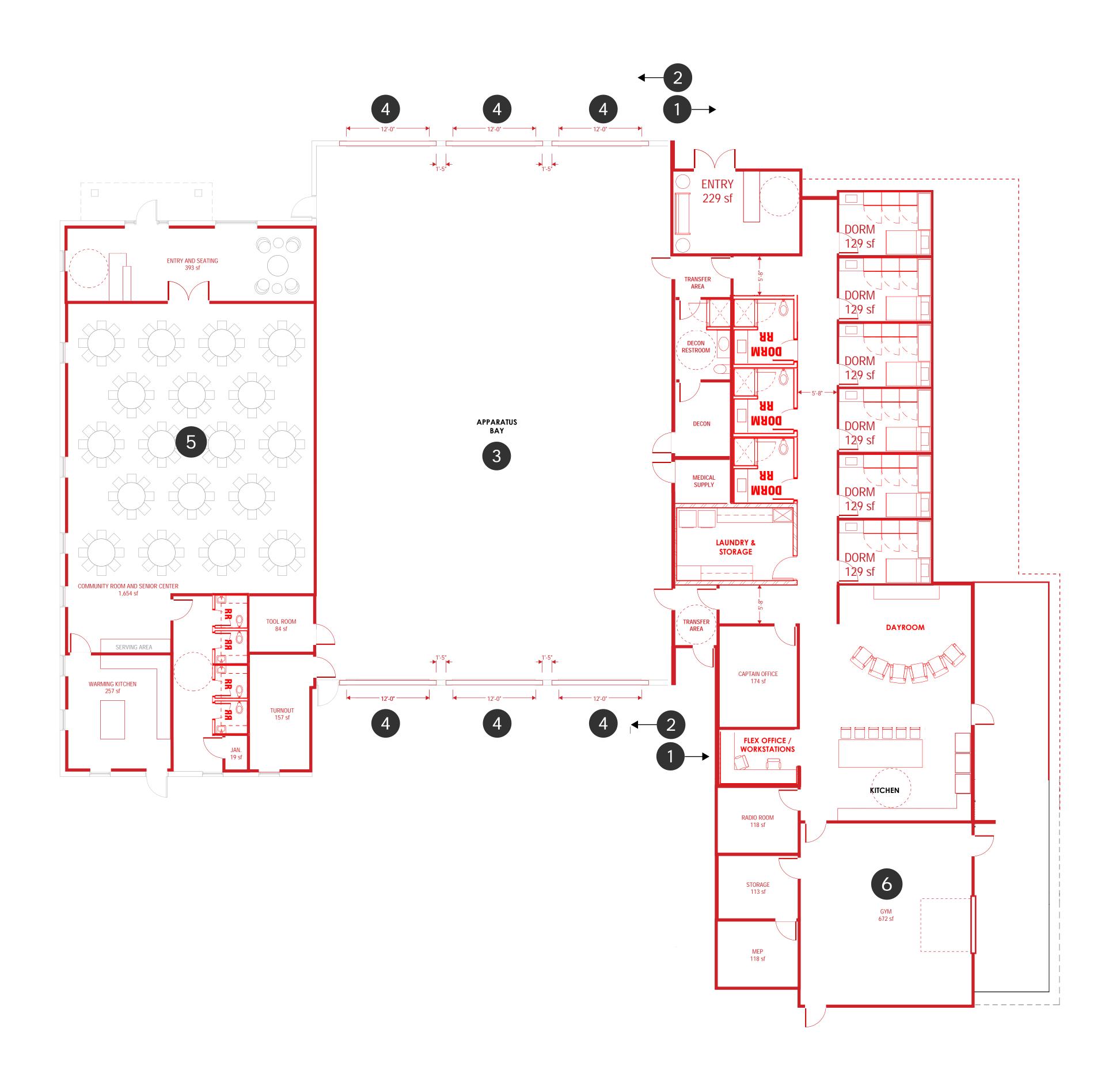
I/We guarantee that the Work will be Complete, including punch list items, within the negotiated time frame after receipt of the Notice to Proceed, should I/we be the successful proposer.

The FLCC for this project is \$4,250,000. Enclosed is a bid bond in the amount of 5% of the FLCC.

With the cooperation of ALPINE CITY and their consultants, the undersigned will continue to work with due diligence to provide a Guaranteed Maximum Price (GMP) within the FLCC.

The undersigned Contractor's License Number for Utah is	
This proposal shall be good for 45 days after bid submission.	
Upon receipt of notice of award of this proposal, the undersigned within fifteen (15) days, unless a shorter time is specified in the deliver acceptable Performance and Payment bonds in the presci 100% of the Contract Sum for faithful performance of the contra GMP.	Contract Documents, and ribed form in the amount of
Type of Organization:	
(Corporation, Partnership, Individual, etc.)	
Any request and information related to Utah Preference Laws:	
Respectfully submitted,	
(Name of Proposer)	
Company	
Address	
Phone Number	
Email	
Authorized Signature	

Exhibit A

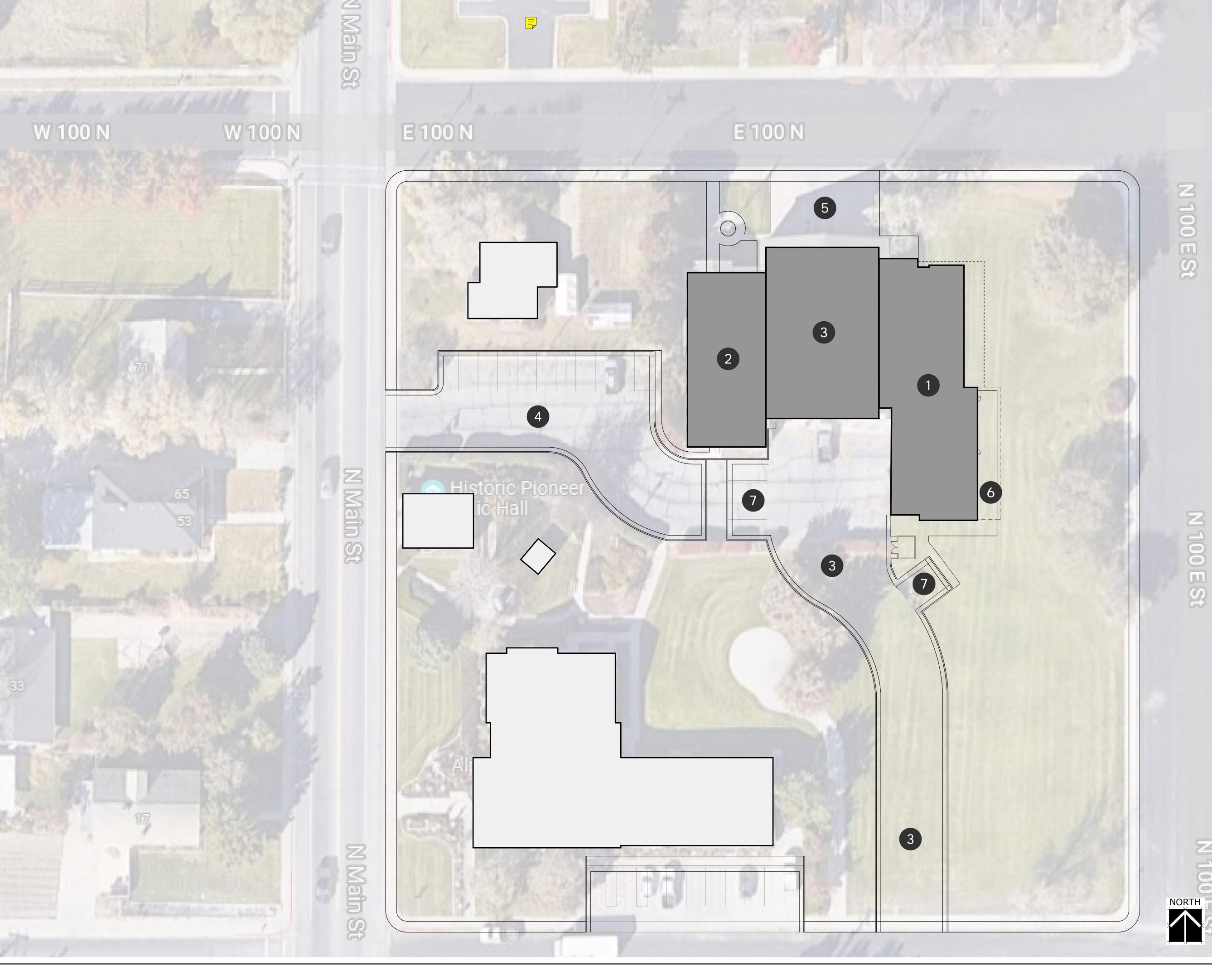


LEGEND

- 1 PROPOSED ADDITION OF FIRE STATION
- 2 EXISTING FIRE STATION (REMODELED)
- INTERIOR UPDATES TO APPARATUS BAY (INSULTATION AND LIGHTING AT MINIMUM)
- PROPOSED ENLARGED APPARATUS BAY DOORS
- LARGE COMMUNITY ROOM / SENIOR CENTER
- 6 NEW GYM AREA

Conceptual Plan - Subject to Change





LEGEND

- PROPOSED ADDITION OF FIRE STATION
- 2 EXISTING FIRE STATION (REMODELED)
- PROPOSED NEW ROUTE OF APPARATUS ENTRY
- PARKING AREA FOR
 4 COMMUNITY (SEPARATED FROM APPARATUS VEHICLES)
- APPARATUS EXIT APRON REPLACED
- 6 OUTDOOR COVERED PATIO
- (6) ADDITIONAL STALLS RESERVED FOR FIRE CREW

EXHIBIT B General Conditions

Firm:	
Date:	•
	•
PROJECT MANAGEMENT	
Project Director	
Project Manager	
Superintendent	
Quality Assurance / Quality Control	
Safety Manager	
CPM Scheduler	
Field Office Engineer	
Field Office Support Staff	
Project Engineer	
Assistant Superintendent(s)	
Cost Estimator	
PROJECT MANAGEMENT SUBTOTAL:	-
BONDS & INSURANCE (excluding any for Subcontractors)	T
Builder's Risk Insurance	
General Liability Insurance	
Security, Payment & Performance Bonds	

BONDS & INSURANCE SUBTOTAL:

SITE CONDITIONS Temp Power - Offices Temp Power - General Site Use Temp Water & Sewer Temp Water Hookup, Distribution, Meters Temp Electrical Hookup, Distribution, Meters Temp Telephone & Network System Installation Temp Telephone & Internet Fees **Temp Fire Protection** Temp Heating & Cooling **Temp Fencing Temp Covered Walkways SWPPP Measures Temp Entries & Truck Washes** Street Cleaning (by GC) **Traffic Control Measures Traffic Control Maintenance** Temp Barricades & Signage Temp Roads & Walkways Temp Lighting **Temp Partitions & Covered Floor Openings** Temp Toilets/Sanitary Measures Temp Laydown (prep & restoration) Security System/Watchmen **Pre-Construction Photo Documentation Progress Photos** Temp Protection (in-place work/adjacent structures) Temp Weather Protection/Enclosures Trash Chutes Dumpsters (site & field offices)

SITE CONDITIONS SUBTOTAL:

FIELD OFFICES & CONSTRUCTION SUPPLIES	
Field Offices & Furnishings	
Vehicles	
Vehicle Fuel	
Chemical Toilets	
Field Office Maintenance & Cleaning	
Storage Trailers	
Small Tools & Consumables	
Mobilization & Demobilization	
Monthly Cell Phone Expenses	
Jobsite Communications (radios, chargers, etc)	
Final Clean (general site, windows/glass, etc)	
Job Office Supplies	
Jobsite Computers, Copiers, Servers, Etc	
Postage/Shipping Expenses	
Project Signage	
Drinking Water & Supplies (site & offices)	
Incidental Construction Equipment & Fuel	
Materials Handling	
Document Imaging	
Printing Costs	
Reproduction Costs	
As-Built & Record Document Preparation	
Partnering Costs	
Project Milestone Event Costs	
Safety Expenses	
PPE for Staff & Visitors	
First Aid	
Fall Protection (staff)	
Safety Program Administration & Training	
Safety Incentives	
Drug Testing	
Safety Signage	
FIELD OFFICES & CONSTRUCTION SUPPLIES SUBTOTAL:	-
ADDITIONAL ITEMS NOT LISTED ABOVE	

ADDITIONAL ITEMS	-

GENERAL CONDITIONS TOTAL: