

**Request for Proposals for Construction
Management / General Contractor Services**

Best Value Selection Method

AUGUST 28, 2025

PAYSON FIRE STATION 92

NOTICE TO CONTRACTORS

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

PAYSON FIRE STATION 92

This Construction Management/General Contractor (CM/GC) project includes:
Constructing a new City Fire Station located in Payson City.

The Request for Proposals (RFP) documents, including the selection requirements and the selection schedule, will be available on **Thursday, August 28th, 2025** on the BONFIRE website. For questions regarding this project, please contact Chief Scott Spencer at 801-465-5251.

The procurement shall be best value RFP method. A **MANDATORY** Pre-proposal Meeting and site visit will be held at **2:00 PM on Tuesday, September 9, 2025** at the Payson City Offices 439 West Utah Avenue, Payson, Utah. All prime contractors wishing to submit on this project must attend this meeting.

Proposals, including a cost proposal, management plan, references and statements of qualifications, must be submitted electronically by **5:00 PM on Thursday, September 18, 2025**, to Chief Scott Spencer at scotts@paysonutah.gov. Note: Submittals must be received by the specified time.

The Contractor for the project must be a Utah licensed General Contractor in good standing. 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.

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

Payson 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

Payson City intends to construct Fire Station 92 located at 1900 South SR 198, Payson, Utah 84651.

Project Budget \$11,000,000 for both pre-con and construction.

There are two phases of work: The pre-construction phase and the construction phase.

Phase 1—Pre-construction Phase:

This phase of the Work includes, but is not limited to, reviewing the completed design, estimating and cost control, schedule development, and drawing and constructability reviews. The selected CM/GC shall coordinate with 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. The Contractor shall assist the City and the Project Team 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 in- depth, 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.
- B. The CM/GC shall have the proposed construction superintendent attend and participate with the design team and the City in key design review meetings. The CM/GC will also provide an ongoing review of the design documents for constructability, clash detection, design errors, and omissions. Any discovered error or omission will be tracked by the CM/GC with the Project Team until the said issue is resolved. The CM/GC may not request additional compensation or time through a change order for design issues that should have been identified during preconstruction reviews.

- C. Coordination with the City-appointed Project Management Team in all phases of the project, according to the approved Project Approach and Project Schedule submitted by the CM/GC.
- D. 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.
- E. Coordination of all permitting and other similar requirements.
- F. Continued coordination with the Project team throughout the bidding and construction process for the project. This coordination will include regular updates to the city regarding project progress.
- G. The City reserves the right to terminate the agreement at the end of the Preconstruction Phase if the CMGC does not perform to a satisfactory standard or manage the cost of the work to reach the designated GMP limit.

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 for a new fire station building consisting of multiple apparatus bays, administration areas, dormitories, decontamination zones, kitchen area, other incidental support spaces and all sitework.

The work also includes the following:

- A. Project coordination meetings, inspections and closeout, including all closeout documentation, maintenance and operation manuals, warranties, as-built drawings, systems testing, quality assurance, etc.

PROCUREMENT PROCESS

1. Request for Proposal Documents

The Request for Proposal (RFP) documents consist of all 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 the Bonfire procurement site.

3. Requests for Information

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

Chief Scott Spencer
Fire Chief
Payson UT 84651
E-mail: scotts@paysonutah.gov
Phone: 801-465-5251

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	August 28, 2025
Mandatory Pre-Bid Meeting	September 9, 2025 at 2:00 pm
Questions from Firms Due	September 16, 2025
Questions and Answers Posted	September 17, 2025
Proposals Due	September 18, 2025 by 5:00 pm
Interviews (as needed)	October 1-3, 2025
Anticipated Contract Award	October 8, 2025

5. Mandatory Pre-Proposal Meeting

A mandatory pre-proposal meeting will be held on the date and time listed on the Project Schedule. The meeting will take place at:

Payson City Office
439 West Utah Avenue
Payson, Utah 84651

A representative from each interested prime contractor is required to attend. During the meeting, a presentation will be made to describe the overall scope of work and intended schedule. Interested prime contractors may ask questions and request clarification about the project and the procurement process.

The prime contractor's absence from the pre-proposal meeting and/or failure to register precludes participation as a proposer on this project.

6. Submittal Due Dates and Times

All required submittals must be delivered to and be received by Payson City prior to the date and time indicated in the Project Schedule. Submittals received after the specified time will not be accepted. Proposals must be submitted electronically to Chief Scott Spencer at scotts@paysonutah.org.

7. Last Day to Submit Questions

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

8. 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 Bonfire website.

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

9. **CM/GC Work Phases**

The CM/GC Work for the project consists of two phases: Preconstruction and Construction.

- A. **Preconstruction Phase**. This phase of the Work includes but is not limited to attending design meetings, estimating and cost control, schedule development, and detailed drawing and constructability reviews. The CM/GC shall assist in maintaining the cost of construction and the duration of the construction within the project's schedule.

In general, tasks may include: attending design coordination meetings; providing input & recommendations; commenting and providing objective feedback on materials and methods identifying and proposing mitigation for potential conflicts and risks; assisting the City with risk management; providing the City with detailed construction cost estimates and proposed cost control measures; constructability reviews; staging & construction sequencing strategies; material procurement strategies; construction schedule development; design drawing and constructability reviews and other items and areas related to the constructability of the project. The CM/GC shall assist the City and the Project Team in maintaining the project's construction costs within the proposed construction budget and scheduling for the duration of construction to keep within the project schedule.

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

As part of the preconstruction phase, the CM/GC will also provide a review of the design documents for constructability, clash detection, design errors, and omissions. Any discovered error or omission will be tracked by the CM/GC with the Architect until said issue is resolved. CM/GC shall provide comments as to language and specific information to be incorporated into the final Construction Set of documents.

- a. Provide comments and recommendations as to the constructability and expected construction costs associated with the proposed overall design as design progresses. This includes use of conceptual plans, developing program documents, sections, elevations, virtual models, perspective sketches, etc.
- b. Provide recommendations regarding site development strategies, including, but not limited to phased construction packages, construction schedule identifying interim completion dates of key elements, identification of work that can begin prior to completion of final construction drawings, etc.

- c. Provide comments as to language and specific information to be incorporated into the final Construction Set of documents for Bidding and Construction purposes.
- d. Provide Cost Estimates to coincide with the Project's design to ensure the proposed design aligns with the City's allocated construction costs. Prior to commencing construction, the CM/GC shall provide Payson City with a Guaranteed Maximum Price (GMP) for City approval. Cost Estimates shall be detailed outlining unit costs for materials and specific site elements.
- e. The Construction Documents will be of sufficient detail for the CM/GC to produce a preliminary Guaranteed Maximum Price (GMP) to construct the overall Project. Construction Documents will be used by the CM/GC to present to and negotiate with the city for a final Guaranteed Maximum Price to construct the Project. At all stages, the Project Team will provide a review of the proposed GMP provided by the CM/GC on behalf of the city and provide comments and recommendations accordingly.
 - a) Throughout the design phase of the Project the City expects/anticipates that design coordination meetings could be held weekly, or biweekly.

Any meetings will be in addition to all regular phone calls, emails, or other necessary communication and coordination needed during the design phase of the Project.

- f. Coordination will include CM/GC review of construction materials, means and methods, cost estimating, project phasing, etc.
- g. Coordination for all Permitting, Inspections, Public Utilities (natural gas, power, sewer, water, communication, etc.) and other similar requirements.
- h. Coordination with the City and the Project Team throughout the bidding phase of the Project. This coordination will include regular updates to the city regarding project progress, cost estimates, ordering of buildings and other materials, phasing, etc.
- i. Assist/advise the City and Project Team with Preparation of Construction Documents. The Construction Documents will include complete Project Drawings and Specifications and Contract Documents that establish, in detail, the quality, quantity and levels of materials and systems required for construction of the Project. The Construction Documents are in sufficient detail for the CM/GC to produce a preliminary Guaranteed Maximum Price (GMP) to construct the overall Project. 100% Construction Documents will be used by the CM/GC to present to and negotiate with the city for a final

Guaranteed Maximum Price to construct the Project, if applicable. At all stages, the Architect will provide a review of the proposed GMP provided by the CM/GC on behalf of the city and provide comments and recommendations accordingly.

- j. The CMGC scope may include design-assist or design-build components. All proposers shall carry professional liability insurance as described herein.

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

- a. CM/GC shall comply with all local, state, and federal laws, building codes, and standards for facilities of this nature. The project will be required to go through Payson City's building permit and site plan process. The city will not be charging any fees to itself. Coordinate with other affected agencies and/or organizations, and private utilities, as needed.
- b. Coordinate with the Design Team during project closeout in preparing documentation, O&M manuals, warranties, systems testing, etc. Provide required information to the Architect who will prepare the record drawings for the City in electronic CAD and PDF formats.
- c. Schedule and hold regular weekly meetings with the City Project Manager and Project Team during all phases of the project. Anticipate weekly construction meetings during regular work, with additional site visits, coordination, reviews, etc. occurring as necessary. Meetings may be reduced or held as needed when determined between City, and the Project Team. Attend substantial completion, final completion, and warranty inspections.
- d. The CM/GC shall 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.
- e. 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 designated on the Cost Form. Actual costs for self-performed work will be subject to audit and must be approved by the city prior to construction. 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 must bid out its self-performed work to a minimum of three qualified trade subcontractors for each scope of work. The CM/GC 's bid will then be evaluated by City and the Project Team and must be determined to be the best value bid for the self-performed work to be awarded to the CM/GC.

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

- f. It is anticipated that the majority of work will be subcontracted to trade professionals. The City expects a proactive approach of promoting the project to multiple subcontractors in all trades and disciplines. Similarly, Payson City requires an open and transparent bidding process, which includes providing the actual subcontractor bids as part of a comprehensive Bid Summary. As part of the selection process, proposers shall demonstrate how they provide their Bid Summary, with backup information, to the City. All Subcontracts will be provided to the City for audit at the time the GMP is established. Upon project closeout, all final Subcontractor and vendor payment amounts will be provided to the city.

10. FLCC and GMP

- A. **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.
- B. **Guaranteed Maximum Price (GMP)**. 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.

Please note that if the Work is to be completed in project phases and bid packages, the successful Contractor will be required to submit a GMP for each of these phases and packages of the Work. The sum or total of all the GMP's for these phases of the Work shall be the final GMP. Except for the Preconstruction Fee, all other GMPs for the phases of the Work shall become part of the CM/GC Agreement by modification. The final GMP is normally determined at the completion of the contract documents and receipt of subcontractor's bids. However, a GMP may be negotiated at an earlier point as may be needed by the city.

C. Subcontractor Selection.

Work for the completion of this project will be competitively bid by mutually agreed upon and pre-qualified subcontractors for each trade; this also includes any work proposed to be completed by the CM/GC's own forces. Provided the subcontract bids are within the established budget, the successful Trade Subcontractor will be assigned to the CM/GC by Addendum, and the CM/GC will be authorized to execute an agreement with that Trade Subcontractor for that applicable portion of the work.

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 Self-Performed Work Markup. Actual costs for self-performed work will be subject to audit. No billing rates will be allowed. The Contractor must specifically state in the Management Plan proposal what self-performed work that they intend to execute. The Contractor must bid its self-performed work against a minimum of three other qualified trade contractors. The Contractor's bid will then be evaluated by the city and must be determined to be the best value bid for the work to be awarded to the Contractor. The Contractor can propose to self-perform work that was not proposed in the Management Plan, provided that this work is competed in a competitive bid or value-based selection process and advertised as would normally be required. The cost of any work that is self-performed will be part of the established GMP.

11. Cost Proposal, Fees, and Markups (25 Points)

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 scotts@paysonutah.org prior to the deadline indicated on the Project Schedule.

A bid bond properly signed by a qualified surety, as indicated on the Bid Bond form provided along with this Instruction to Bidders, in the amount of 5% of the bid, shall accompany the bid submission to the City.

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. 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, for the project during bidding, construction, and closeout, including the warranty period.
- C. **Contractors Experience Modification Rate.** Provide the insurance modification factor for the prime firm.
- D. **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
- E. **General Conditions and Site Conditions.** This is a fixed cost for all supervision, management and site conditions required to manage the CMGC construction phase of the project. The CMGC shall provide a list of the items that are included in this lump sum cost.

12. Management Plan and Statement of Qualifications (75 Points)

The Management Plan & Statement of Qualifications should contain the following information and is limited to 20 pages:

- A. **Summary Statement (5 Points)** – Provide a brief statement that summarizes the qualifications of the CM/GC in relation to the unique and general requirements of this project.
- B. **Proposed Project Team Organization, Qualifications & Roles (15 Points)** – The CMGC shall submit a comprehensive overview of the proposed project team, including an organizational chart that identifies the roles of each key individual involved in every phase of the project and the geographical location where the work will be performed.

Provide resumes for all key individuals, detailing their qualifications, education, and specific experience and expertise related to fire station construction. Include information on current work commitments to other projects or activities in sufficient detail to demonstrate that assigned individuals will be able to meet time commitments for this project.

Submit a matrix indicating past project collaborations by proposed team members, highlighting projects where they have worked together. All individuals identified as assigned to the project must be actively engaged in completing the tasks. Any change in personnel after the RFP submission or contract award

must receive prior written approval from Payson City.

In addition, provide a clear description of each team member's roles and responsibilities and how the team will work together to achieve project objectives. Outline internal policies and procedures for maintaining work quality and controlling costs. Finally, list and describe any potential conflicts of interest.

- C. **Proposed Project Approach (25 Points)** – The CMGC shall submit a comprehensive Project Approach outlining the specific tasks, unique methods, and overall plan for successful project completion. Include a detailed site staging and logistics plan and clearly indicate which portions of the work your firm intends to self-perform.

As part of this section, provide a proposed schedule for completing the work. The schedule must:

- Relate directly to the Project Management Approach criteria
- Include all major work activities, including those that are the responsibility of Payson City
- Reflect the anticipated 20-month construction duration, or the CMGC's proposed alternative duration
- Serve as the basis for the contractual completion date, with all plans, schedules, and cost proposals aligned to the proposed construction time

Non-compliance with the 20-month duration will not result in automatic disqualification; however, the proposed schedule will be evaluated by the selection committee in determining the final award.

Contractors must demonstrate their method of delivery and the capabilities of their management team, with particular emphasis on the competence of key personnel in delivering the project within the required timeframe. The CMGC acknowledges and accepts that Liquidated Damages of \$1,500 per calendar day will apply for work completed beyond the agreed-upon completion date.

- D. **Relevant Experience & References (20 Points)** – CMGC shall submit information on a minimum of five past projects that demonstrate relevance to the Payson City Fire Station. At least three of these projects must be fire station projects, and at least one must have been delivered in a CMGC format. Projects must have been completed within the last five years.

For each project, provide:

Project Name

Type (e.g., Fire Station, Public Safety, Administration, etc.)

Project Cost (in dollars)

Building Size (square footage)

Duration (construction timeline in months)

Delivery Method (indicate if CMGC)

Completion Date

Location (street address, city, and state)

Contracting Entity (company or institution that purchased the construction work)

Point of Contact (name of a person able to answer customer satisfaction questions)

Contact Information (address, telephone number, and email address)

References must reflect the performance of both the firm and the project team. Provide complete contact details for each reference so they may be contacted for verification and evaluation.

E. **Certifications, Declarations, and Disclosures (10 Points)** – The CMGC shall submit the following certifications and declarations with the Statement of Qualifications:

1. **Termination or Debarment Certification** – A certification stating that neither the firm 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 certification must also state that neither the firm nor its principals have been terminated during the performance of a contract or withdrawn from a contract to avoid termination. If unable to make these certifications, the firm must provide a written explanation of the circumstances for review by Payson City.
2. **Claims Declaration** – An itemized statement describing all claims, settlements, suits, mediations, or arbitrations involving any client or trade contractor related to a construction project within the past five years.
3. **Non-Disclosure Agreement Statement** – A certification that the firm does not require any type of Non-Disclosure Agreement for its team members or employees that would hinder their ability to cooperate, disclose information, and operate in a fully transparent manner. Payson City must have complete and unfettered visibility to all project costs, including projected, actual, and final amounts.

13. **Selection Committee**

The Selection Committee may be composed of individuals from the City Administration. Do not contact any individuals from Payson City or the Project Team other than Chief Spencer.

14. **Interviews**

The city reserves the right to award directly from the initial scoring. The City may conduct interviews with a shortlist of responsive proposers. This evaluation will be made using the selection criteria noted below.

The purpose of the interview will be to allow the City to verify the Contractor's qualifications, past performance, management plan, schedule and general plan for constructing the project. It will also provide an opportunity for the selection committee to seek clarification of the Contractor's proposal.

The proposed primary project management personnel, including the project manager and superintendent, should be in attendance. The project superintendent is the contractor's representative who will be in daily control of the construction site. The project manager has overall job authority, will attend all job meetings, and is authorized by the Contractor to negotiate and sign all change orders in the field, if necessary.

Unless otherwise noted, the attendance of subcontractors is at the discretion of the Contractor. The method of presentation is at the discretion of the Contractor. The interviews will be held on the date and place specified in the Project Schedule.

15. Scoring and Justification

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.

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 will be selected for the project.

POTENTIAL PROPOSAL EVALUATION CRITERIA	
Evaluation Criteria	Points
Management Plan and Statement of Qualifications	75 Points <ul style="list-style-type: none"> • Summary Statement (5 Points) • Proposed Project Team Organization, Qualifications & Roles (15 Points) • Proposed Project Approach (25 Points) • Relevant Experience & References (25 Points) • Certifications, Declarations, and Disclosures (10 Points)

Cost Proposal	25 Points
TOTAL POINTS POSSIBLE:	100 POINTS

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). Payson 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. Payson City will contract with only one legal entity.

17. Agreement, Bond, and Insurance

The Contractor's Agreement will be provided under terms of a standard form American Institute of Architecture (AIA) contract with relevant 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. Elements of the project may include design-assist or design-build obligations. The Contractor shall include Professional Liability Insurance in such case.

Insurance Requirements:

- A. CM/GC shall obtain and maintain insurance throughout the duration of the project and as defined below.
- B. All insurance required by the Contract to be purchased and maintained by the CM/GC shall be obtained from insurance companies that are duly licensed or authorized to issue insurance policies in Utah for the required limits and coverages. all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. CM/GC shall deliver to Owner, with copies to each named insured and additional

insured certificates of insurance establishing that the CM/GC has obtained and is maintaining the policies, coverages, and endorsements. Upon request by Owner or any other insured, CM/GC shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement.

- D. If the CM/GC does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- E. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights by failure to abide the requirements for insurance.

CM/GC Insurance:

- A. Workers' Compensation: The CM/GC shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. Claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 3. Foreign voluntary worker compensation (if applicable).
- B. Commercial General Liability—Claims Covered: The CM/GC shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of The CM/GC, with limits of \$2,000,000 per occurrence and \$10,000,000 in the aggregate, against:
 - 1. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CM/GC s employees.
 - 2. Claims for damages insured by reasonably available personal injury liability coverage.
 - 3. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

- C. Commercial General Liability—Form and Content: The CM/GC commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. The CM/GC shall furnish Owner and each other additional insured evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of the CM/GC contractual indemnity obligations listed below:
 - a. The CM/GC shall hold harmless Owner, Engineer and Architect, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
 - b. In any and all claims against Owner or Engineer or Architect or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of the CM/GC, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation, listed in this document, shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CM/GC or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
 - c. The indemnification obligations of Contractor listed in this document shall not extend to the liability of Architect's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out

of:

- i. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - ii. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
3. Broad form property damage coverage.
4. Severability of interest.
5. Underground, explosion, and collapse coverage.
6. Personal injury coverage.
7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. Automobile liability: The CM/GC shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis at no less than \$1m per occurrence.
- E. Umbrella or excess liability: The CM/GC shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry- standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. The CM/GC's pollution liability insurance: The CM/GC shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from the CM/GC operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. Additional insureds: The CM/GC commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as

additional insureds Owner and Project Team, and any individuals or any other entities identified in the contract; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. The CM/GC shall obtain all necessary endorsements to support these requirements.

- H. CM/GC professional liability insurance: If the CM/GC will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then the CM/GC shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. General provisions: The insurance policies required shall:
1. Include at least the specific coverage provided in this Article.
 2. Be written for not less than the limits of liability provided in this contract, or required by Laws or Regulations, whichever is greater.
 3. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to the CM/GC. Within three days of receipt of any such written notice, the CM/GC shall provide a copy of the notice to Owner, and each other insured under the policy.
 4. Remain in effect at least until final payment (and longer if expressly required in this contract) and at all times thereafter when the CM/GC may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. Be appropriate for the Work being performed and provide protection from claims that may arise out of or result from the CM/GC's performance of the Work and CM/GC's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable.

- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

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. Financial Responsibility of Contractors, Subcontractors and Sub- subcontractors

Contractors shall respond promptly to any inquiry in writing by Payson 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. Time is of the Essence

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

22. Right to Reject Proposals

Payson City reserves the right to reject any or all proposals that are deemed not to be in the best interests of the City.

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 **Payson Fire Station 92**,

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: _____

<u>Cost Proposal Fee Form</u>		
A	Pre-construction Fee: For all work during the pre-construction period,	\$
B	Construction Management Fee (including overhead and profit): For all work during the construction phase of the contract for the management of the project	\$
C	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	%
E	Self-Performed Work Markup: For all self-performed work,	%
F	General Conditions including all Supervision and Management Costs and all costs for general site conditions. Lump Sum amount	\$

Contractor Change Order Markup - For all work added to the contract by change order above and beyond the FLCC, I/we agree to add not more than _____% to the

subcontractor/supplier costs for the additional work. (For clarification, please review Section 5.2 of the CM/GC Agreement.)

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 **\$11,000,000**. Enclosed is a bid bond in the amount of 5% of the FLCC.

With the cooperation of Payson 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 bid shall be good for 45 days after bid submission.

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within fifteen (15) days, unless a shorter time is specified in the Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract upon final agreement of the GMP. The Bid Bond attached, in the amount not less than five percent (5%) of the FLCC shall become the property of the Division of Facilities Construction and Management as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within the time set forth.

Type of Organization:

(Corporation, Partnership, Individual, etc.)

Respectfully submitted,

(Authorized Signature)

Name/Position:

Company:

Address:

Phone:

Email:

Payson Fire Station 92 Plans

- Concept Site Plans
- Concept Elevations
- Concept Floorplan

STATE STREET

1900 SOUTH





ELEVATIONS

KEY NOTES

- ① STANDING SEAM METAL ROOF
- ② ALUMINUM SIGNAGE
- ③ NATURAL STONE
- ④ FAUX WOOD SIDING (ALUMABOARD OR NICHHA)
- ⑤ STOREFRONT GLAZING SYSTEM WITH DARK BRONZE ANODIZED ALUMINUM FRAMING
- ⑥ ALUMINUM COMPOSITE PANELING OR SIMILAR
- ⑦ EXTERIOR STEEL COLUMN / ROOF SUPPORTS
- ⑧ PRE-FINISHED FOUR-FOLD DOORS
- ⑨ OVERHEAD COILING DOOR - MATCH METAL PANEL SYSTEM

