

REQUEST FOR COUNCIL ACTION

SUBJECT: Fire Station 54 / Police Substation

SUMMARY: Approve an Agreement with Hogan & Associates Construction to provide Construction Management/General Contractor (CM/GC) services for the construction of Fire Station 54 / Police Substation.

FISCAL

IMPACT: Funding for this project is available in the Fire Facilities account.

STAFF RECOMMENDATION:

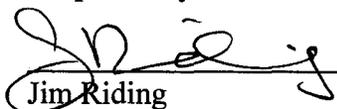
Staff recommends approval of the Agreement with Hogan & Associates Construction to provide Construction Management/General Contractor services for the construction of Fire Station 54 / Police Substation in a fee amount not to exceed \$79,250.00. In addition to the fee, the General Conditions cost will be approximately 6% of the construction costs and the fee added to any change orders will be 2.5%.

MOTION RECOMMENDED:

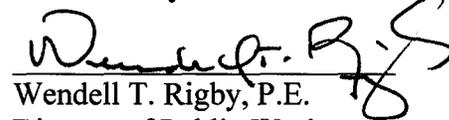
"I move to adopt Resolution No. 14-05 authorizing the Mayor to execute an Agreement with Hogan & Associates Construction to provide Construction Management/General Contractor services for the construction of Fire Station 54 / Police Substation in a fee amount not to exceed \$79,250.00. In addition to the fee, the General Conditions cost will be approximately 6% of the construction costs and the fee added to any change orders will be 2.5%.

Roll Call vote required.

Prepared by:


Jim Riding
CIP/Facilities/Fleet Project Manager

Reviewed by:


Wendell T. Rigby, P.E.
Director of Public Works

Reviewed as to Legal Sufficiency:


Jeffery Robinson
City Attorney

Recommended by:


Richard L. Davis
City Manager

BACKGROUND DISCUSSION:

The design for the new Fire Station / Police substation is underway with Think Architecture providing the design and construction documents with the consultation of the Police and Fire Departments and the City's Engineering Department. City Council previously approved a new approach to the construction of the building, having a Construction Management/General Contractor over the project. City staff prepared and advertised a Request for Proposals for CM/GC services for the project; six contractors submitted proposals. A selection committee consisting of the Mayor, City Manager, Assistant City Manager, a City Council member, the Fire Chief, the Police Chief and the City's Construction Manager reviewed and evaluated the six proposals. The committee selected the top 3 firms to make presentations to the selection committee on Monday December 30, 2013. On Thursday, December 26, one of the finalists, Valley Design and Construction, pulled their proposal after realizing they had made a mistake. This left Hogan and Associates, and Think Construction as the two finalists vying for the CM/GC contract. After reviewing the proposals, evaluating the fee structures and following the interviews Hogan & Associates Construction was determined to be the best responsive and responsible submitter and are now being recommended by Staff to be awarded the CMGC contract with the City for the construction of Fire Station 54 / Police Substation.

As a result of the interviews with the two finalists, a clarification of costs was established as shown below:

	Think Construction	Hogan Construction
General Conditions	\$189,293.30 (6.56% of the total estimate)	\$186,000.00 (6.00% of 3,100,00)
Fee	\$115,453.00 (from proposal)	\$ 79,250.00 (from Proposal)
C.O. fee	<u>\$ 6,000.00 (4% of \$150,000)</u>	<u>\$ 3,750.00 (2.5% of \$150,000)</u>
Total	\$310,746.30	\$269,000.00

The General Conditions for both firms are estimates only based on how the final costs come in and the final requirements of the City.

Attachments:

Resolution
Agreement
Tabulation

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 14-05

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN
THE CITY AND HOGAN & ASSOCIATES CONSTRUCTION

Whereas, the City Council of the City of West Jordan has received proposals for Construction Management/General Contractor services for Fire Station 54/Police Substation project with the low, responsible bid being from Hogan & Associates Construction in the amount of \$79,250.00; in addition to the fee, the General Conditions cost will be approximately 6% of the construction costs and the fee added to any change order will be 2.5%; and

Whereas, the City Council desires to award the contract to Hogan & Associates Construction which award shall not be binding upon the City of West Jordan unless and until the contract is fully executed by the parties; and

Whereas, the proposed contract between the City of West Jordan and Hogan & Associates Construction (a copy of which is attached as **Exhibit A**) for Construction Management/General Contractor services for Fire Station 54/Police Substation in a fee amount of \$79,250.00 with General Conditions costs which will be approximately 6% of the construction costs and a fee of 2.5% added to any change order has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Hogan & Associates Construction for a fee amount of \$79,250.00 with General Conditions costs which will be approximately 6% of the construction costs and a fee of 2.5% added to any change order is acceptable for Construction Management/General Contractor services for Fire Station 54/Police Substation project..

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

- Section 1. The agreement for Construction Management/General Contractor services for Fire Station 54/Police Substation is hereby awarded to Hogan & Associates Construction which award shall not be binding upon the City of West Jordan until the contract is fully executed by the parties.
- Section 2. Agreement between the City of West Jordan and Hogan & Associates Construction in the amount of \$79,250.00; in addition to the fee, the General Conditions cost will be approximately 6% of the construction costs and the fee added to any change order will be 2.5%; and
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 8th day of January 2014.

Kim V. Rolfe
Mayor

ATTEST:

MELANIE S. BRIGGS
City Recorder

RESOLUTION NO. 14-05

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN
THE CITY AND HOGAN & ASSOCIATES CONSTRUCTION**

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Ben Southworth	_____	_____
Justin D. Stoker	_____	_____
Mayor Kim V. Rolfe	_____	_____

Proposal Review

Project: Fire Station 54/Police Sub-station CM/GC Services

Review Team: Jim R., Marc McElreath, Mayor Johnson, Bryce Haderlie, Doug Diamond, Kyle Shepherd, Justin Stoker

Review Date Deadline: 19-Dec-13

Rating Weights (% of total weighted percentage)(example, if weighted % =15%, possible points = 15) (score each proposal area up to percentage weight: ie., between 1-15 pts, 0-5 Fair, 6-10 Good, and 11-15 Exceptional) Costs shall be evaluated together as a group.

Consultant	Weighted %	Brubaker Const.	Think Architecture	Valley Design & Const.	Hogan & Assoc. Const.	Bud Mahas Const.	Interwest Const.
Firm's qualifications, and those of in-house personnel who will manage the project, including specialized experience and technical competence relative to the needs of the City's Fire Dept.	15	7.67	13.17	10.17	10.33	5.33	9.33
Demonstrated capacity and capability of the firm to perform work of comparable design, scope, and complexity, and particularly the work in question, including specialized services.	15	7.00	11.50	10.00	10.33	6.50	8.67
References from clients for whom project management services have been performed, including a past record of performance of the firm with respect to cost control, quality of work and the ability to meet tight schedules.	10	5.17	10.33	8.50	10.00	4.00	6.67
Demonstration of successful management systems that have been employed by the firm for purposes of estimating, scheduling and controlling costs.	10	5.17	10.33	8.67	10.17	4.33	7.67
Proposed timeline, including firm's commitment to fast tract this project.	10	2.17	9.00	3.00	10.00	1.83	4.67
Financial strength of the firm	10	3.50	6.17	6.83	7.17	6.00	5.50
Sub-Total		30.67	60.50	47.17	58.00	28.00	42.50
Cost	30	25.79	19.34	16.50	30.00	22.75	10.00
TOTAL SCORE	100	56.46	79.84	63.67	88.00	50.75	52.50
Expenses		\$86,589.99	\$115,453.00	\$135,363.00	\$ 74,442.49	\$98,158.33	\$223,374.16
RANK			2	3	1		

AGREEMENT FOR PROFESSIONAL SERVICES

City of West Jordan Construction Management/General Contractor services for the Fire Station 54 / Police Substation Project

THIS AGREEMENT, made this 8th day of January 2014 between the City of West Jordan, a municipal corporation (hereinafter referred to as "City"), and Hogan & Associates Construction (hereinafter referred to as "Consultant").

WHEREAS, the City desires to obtain construction management/general contractor services from Consultant, and Consultant desires to provide these services to City. City and Consultant, therefore, agree as follows:

1. **RETENTION AS CONSULTANT.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Paragraph 2 herein. Consultant warrants it has the qualifications, experience and facilities to properly perform these services.
2. **DESCRIPTION OF SERVICES.** The services to be performed by Consultant shall be as follows:
 - (1) See attached Proposal. (Exhibit A)

The above services shall be performed in accordance with the City's Request for Proposal inclusive of the Consultant's Proposal dated December 3, 2013 which are incorporated herein by this reference. The Proposal is more fully set forth in Exhibit A which is attached to this Agreement.

3. **COMPENSATION AND PAYMENT.** Except for authorized extra services (pursuant to Paragraph 4), if any, the total compensation payable to Consultant by City for the services described in Paragraph 2 shall not exceed the sum of \$79,250.00; in addition to the fee, the General Conditions cost will be approximately 6% of the construction costs and the fee added to any change order will be 2.5%;

All payments shall be made within thirty (30) calendar days after the Consultant has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City. Invoices shall be made no more frequently than on a monthly basis, and shall describe work performed.

4. **EXTRA SERVICES.** City shall pay Consultant for extra services which are authorized in writing in addition to the services described in Paragraph 2, in such amounts as mutually agreed to in advance. Unless the City and Consultant have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist.
5. **SERVICES BY THE CITY.** The City shall perform the following services:
 - (1) Provide to Consultant copies of available information related to the project and project site
 - (2) Promptly review Consultants work and provide Consultant with comments, if any, in a timely manner.
6. **PROGRESS AND COMPLETION.** Consultant shall commence work on the services to be performed upon receiving an executed copy of this Agreement from the City.

7. **OWNERSHIP OF DOCUMENTS.** All drawings, designs, data, photographs, reports and other documentation, including duplication of same prepared by Consultant in the performance of these services, shall become the property of City upon termination of the consulting services pursuant to this agreement and upon payment in full of all compensation then due Consultant. The City agrees to hold the Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of the Consultant is first obtained.

8. **PERSONAL SERVICES; NO ASSIGNMENT; SUBCONTRACTOR.** This Agreement is for professional services, which are personal services to the City. The following persons are deemed to be key member(s) of or employee(s) of the Consultant's firm, and shall be directly involved in performing or assisting in the performance of this work:

Dennis Forbush
Devin Boyce
Cris Hogan
Sean Keller
Mark Jensen
Andy Hogan
Brett Home

Should these individuals be removed from assisting in this contracted work for any reason, the City shall have the right to approve the replacement individuals assigned to the project or may terminate this Agreement.

This Agreement is not assignable by Consultant, without the City's prior consent in writing.

9. **HOLD HARMLESS AND INSURANCE.**

A. Indemnity.

Consultant shall indemnify and hold the City, its elected officials, officers and employees, harmless from all claims, lawsuits, demands, judgments or liability including reasonable attorney's fees, but not limited to, general liability, automobile and professional errors and omissions liability, arising out of, directly or indirectly, the negligent acts, errors and omissions of the Consultant in performing the services described.

B. Insurance.

Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry:

- (1) workers compensation insurance adequate to protect Consultant from claims under workers compensation acts;
- (2) professional errors and omissions insurance in the amount not less than \$1,000,000; and
- (3) general personal injury and property damage liability insurance and automobile liability insurance with liability limits of not less than \$1,000,000 for each claimant and \$1,000,000 for each occurrence related to the injury or death of a person or persons and for property damage. The City,

its officers and employees, shall be named as an additional insured.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah which are carry a Moody's rating of not less than B+. Consultant shall provide City with copies of certificates (on the City certificate form) for all policies reflecting the coverage, with an endorsement that they are not subject to cancellation without thirty (30) calendar days prior written notice to City.

10. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties to this Agreement shall be that of independent contractor(s). In no event shall Consultant be considered an officer, agent, servant or employee of City. The Consultant shall be solely responsible for any worker's compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work.

11. **STANDARD OF CARE.** Consultant services shall be performed in accordance with the skill and care ordinarily exercised by members of the same profession performing the same or similar services at the time Consultant's services are performed. Consultant shall, at Consultant's sole expense reperform any services not meeting this standard.

12. **CORRECTIONS.** In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to and paid by Consultant. "Errors in the work" as referred to above does not include and shall be in addition to, "redlines" or other standard corrections which are provided to Consultant by City.

13. **TERMINATION BY CITY.** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

14. **ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release to City from all claims and liabilities for compensation to, or claimed by, Consultant for anything done, finished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check.

However, approval or payment by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and/or competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents or consultants.

15. **WAIVER; REMEDIES CUMULATIVE.** Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express

written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

16. **CONSTRUCTION OF LANGUAGE OF AGREEMENT.** The provisions of this Agreement shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

17. **MITIGATION OF DAMAGES.** In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

18. **RECORDS ADMINISTRATION.** The Consultant shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Consultant for costs authorized by this contract. These records shall be retained by the Consultant for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.

19. **GOVERNING LAW.** This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah.

20. **CAPTIONS.** The captions or headings in the Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

21. **AUTHORIZATION.** Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

22. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** The Consultant represents that it has not: (a) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (c) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Title 2, Chapter 4 of the City of West Jordan Municipal Code.

23. **EQUAL OPPORTUNITY CLAUSE.** The Consultant agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Consultant agrees to abide by

Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.

24. **ENTIRE AGREEMENT BETWEEN PARTIES.** Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

25. **PARTIAL INVALIDITY.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

26. **NOTICES.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United States mail, postage prepaid, or by facsimile with proof of transmission, and addressed as follows:

TO CITY: CITY OF WEST JORDAN
Jim Riding
8000 South Redwood Road
West Jordan, Utah 84088
Facsimile No.: (801) 569-5127

With a copy to the City Attorney
Jeff Robinson, City Attorney
8000 South Redwood Road
West Jordan, Utah 84088
Facsimile No.: (801) 569-5149

TO CONSULTANT: Dennis Forbush
Hogan & Associates Construction
940 North 1250 West
Centerville, UT 84014
P: 801-951-7000
F: 801-951-7100

EXECUTION OF AGREEMENT

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CITY OF WEST JORDAN

ATTEST:

Kim V. Rolfe
Mayor

Melanie Briggs, MMC
City Recorder

APPROVED AS TO LEGAL FORM

City Attorney

CONSULTANT

By: _____

Its: _____

STATE OF _____)

:SS

COUNTY OF _____)

On this ____ day of _____, 2014, personally appeared before me,
_____, who being by me duly sworn did say that he is the
_____ of _____, a
corporation, and that the foregoing instrument was signed in behalf of said corporation by
authority of its Board of Directors, and he acknowledged to me that said corporation executed the
same.

NOTARY PUBLIC

My Commission Expires:

Residing in _____ County, _____

EXHIBIT A
(Consultant Proposal)



E: PROJECT MANAGEMENT PLAN

1: BIDS & BIDDING CONTRACTING PROCEDURES

We want quality subcontractors on the new West Jordan Fire Station #54 that will perform exceptionally. Hogan has a database of over 5,000 local firms and a reputation for running a well-managed project, providing quick payment and treating the subcontractors fairly. Because of this, we often enjoy lower subcontractor bids than our competitors, resulting in lower project costs for our clients.

FIRST-HAND EXPERIENCE, COMPREHENSIVE BENEFITS
We have a Subcontractor Qualifications Credit Manager and a Risk Management Coordinator who evaluate subcontractors to reduce risk for our projects.



Hogan can complete projects up to 30% faster at no additional cost with our own crew machines and tools.

As subdivisions of the State, municipalities like West Jordan are required to adhere to state procurement rules. As a Construction Manager, Hogan understands and applies all such procurement methods allowed by statute to the benefit of the City, including:

- Request for Bid - "Low bid"
- Shortlist Bid - "2 Step"
- Request for Proposal - "Value Based Selection"

Cris Hogan, our VP of Pre-Construction Services, is one of two individuals at Hogan that are certified in public procurement by the state of Utah's Division of Purchasing & General Services. We have developed bid solicitation documents to be used for each of these procurement methods and are experienced in applying these methods to the CM bids we perform.

In the current market conditions, generating subcontractor interest is not the problem it has been in the past. Every subcontractor—no matter its qualifications—seems to be interested

in every project. We work to make sure bidders thoroughly understand the scope of work required and are qualified and capable of performing within the time frame required. We employ the following strategies:

- Conducting a pre-bid meeting and site visits
- Personally reviewing the bid documents with them
- Visiting their place of business, warehouse or shop
- Requiring a bid security (and subsequent performance and payment bonds) of critical bidders
- Qualification of bidders based upon similar project experience
- Conducting post-bid interviews
- Verifying financial stability of the company
- Verifying the relative experience of key personnel
- Selecting subcontractors on the basis of "best value" for the project

BID EVALUATIONS

The evaluation of CM bids must consider more than just bottom-line costs. Hogan develops a comparative analysis so that a fair comparison can be made among multiple bid proposals. We also advise the City regarding the resources, experience and qualifications of the firms.

SUBCONTRACT ADMINISTRATION

Hogan promptly awards subcontracts and informs them of their responsibilities, rights and contract obligations.

We then conduct a "pre-construction" meeting to introduce members of the team to one another and establish the project communication procedure, review the job schedule, coordinate the submission of shop drawings and samples, set up change order procedures, ascertain whether there are likely to be any labor or material problems which could seriously impede progress of the project, establish how cleanup, temporary facilities, etc., will be authorized and charged and explain punch list procedures.



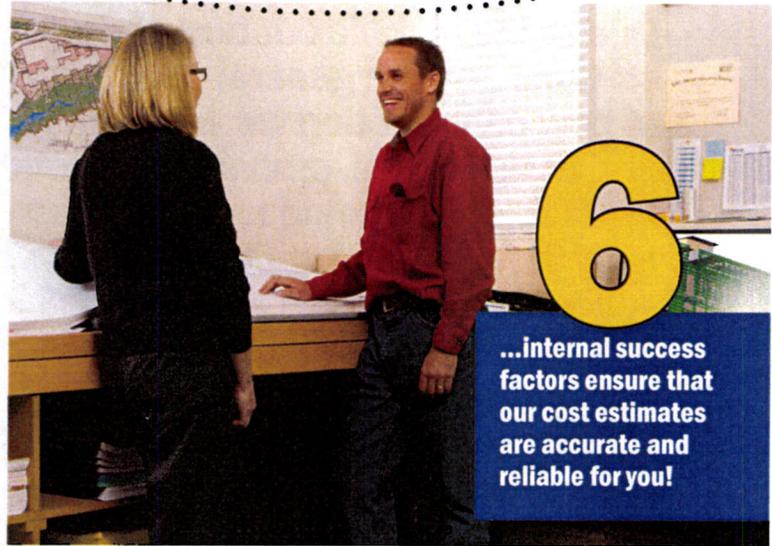
E: PROJECT MANAGEMENT PLAN

2: COST ESTIMATING ACCURATE, RELIABLE & TIMELY

**FIRST-HAND EXPERIENCE,
COMPREHENSIVE BENEFITS**

We have actually been accused of being "too accurate" by other estimators in the industry. Projects typically come within a few percent of our estimate.

Our pre-construction services go well beyond traditional open-book cost estimating and value engineering to create more reliable estimates. We will use the most relevant tools, technologies and processes, and get the right people involved at the appropriate time, to drive down the new fire station's costs while maintaining the City's and A/E team's design intent, overall goals and objectives.



PRE-CONSTRUCTION SERVICES

Proactive involvement during the pre-construction phase has the greatest potential influence on Fire Station #54's final outcomes and successes. A comprehensive pre-construction process includes three critical elements:

1. Identification of objectives
2. Assessment of risk, and
3. Implementation of appropriate tools to mitigate these risks

We've learned from 329 CM/GC projects, and Hogan is committed to working with West Jordan and the architect to leverage our expertise and help achieve your goals.

Our services are not limited to simply defining parameters such as cost and schedule. Even greater importance is to help identify and plan for construction issues that may place the budget and schedule objectives at risk.

We thoroughly evaluate a number of factors during the pre-construction phase, and can provide the following expertise to benefit the fire station:

- Cost Estimating
- Constructability Analysis
- Value & Life Cycle Analysis
- Risk Analysis & Mitigation
- Site Investigations / Existing Conditions Analysis
- Building Information Modeling
- Schedule Development
- Bid Packaging
- Construction Phase Sequencing
- Site Logistics Planning
- Disruption Avoidance Planning
- Small/Minority Business Outreach
- Subcontractor Pre-qualification
- Multiple Bid Package Planning
- Project-Specific Safety Planning

ESTIMATING

West Jordan's new Fire Station #54 will be very unique and have different requirements. The following six items enable us to provide accurate estimates:

1. Working quickly to understand the City's goals and the architects's ideas early.
2. Providing assessments and recommendations to make informed, data-driven decisions.

3. Preparing detailed cost estimates for each phase of the projects, in addition to interim cost studies of specific materials and systems.
4. Working diligently to keep each project within your fixed budget and provide alternatives as needed. The estimates will be updated as design progresses and more information is available.
5. Presenting cost analysis without judgment or bias.
6. Managing the overall process by tracking details and holding team members accountable.

As we receive the designs, it is critical for the project team to know how the decisions made affect the projected final cost and time line of each project and where it stands in relation to its individual allocated budget.

Hogan's pre-construction team also provides value through assisting with clear design documents—resulting in lower bids, higher quality, earlier completion schedules, verified systems and better assembly performance from our subcontractors.

West Jordan Fire Station #54 Reconstruction

Project Summary & Milestones		
Proposals Due	0	03-Dec-13
Design Phase	47	04-Dec-13 10-Feb-14
Award Decision	0	02-Jan-14
Contract/Bonds/Insurance	10	02-Jan-14 15-Jan-14
Project Estimate/Bid/Award	30	04-Feb-14 17-Mar-14
Ground Breaking	0	12-Mar-14
Start Construction	0	17-Mar-14
Construction Phase	161	17-Mar-14 30-Oct-14
SUBSTANTIAL Completion	0	30-Oct-14
Project Close-out	20	31-Oct-14 01-Dec-14
Project Complete/Owner Occupancy	0	01-Dec-14

Pre-Construction

Design		
Prepare CDs	43	03-Dec-13 03-Feb-14
Cost Estimate	10	02-Jan-14 15-Jan-14
Develop Master / Construction Schedule	20	02-Jan-14 29-Jan-14
VE / Constructibility Review	5	16-Jan-14 22-Jan-14
CDs Review & Back-check	5	04-Feb-14 10-Feb-14

Building Permit

Building Permit Review & Approval	41	11-Feb-14 08-Apr-14
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Estimating/Bidding/Award

Prepare Bid Documents	5	04-Feb-14 10-Feb-14
Bid Period	14	10-Feb-14 27-Feb-14
Receive Bids	0	27-Feb-14
Review / Evaluate Bids/Award	12	28-Feb-14 17-Mar-14

Construction

Site Work

Mobilize to Site / Secure Site & Implement Erosion Control	10	04-Mar-14 17-Mar-14
Survey Site & Building / Rough Grade Site	3	18-Mar-14 20-Mar-14
Demolition / Clear & Grub Site / Mass Ex / Earthwork	13	21-Mar-14 08-Apr-14
Relocate Utilities / Install Utilities	55	09-Apr-14 25-Jun-14
Grade to Sub-Grade / Finish Grade	5	26-Jun-14 02-Jul-14
Hardscape / Base & AC Paving-Parking Lot	35	03-Jul-14 21-Aug-14
Irrigation / Landscaping	25	15-Aug-14 19-Sep-14

Structure

Foundation Excavation	5	09-Apr-14 15-Apr-14
FRIP Footings/Foundation Wall (Form, Reinf)	30	09-Apr-14 20-May-14
Install Underground MEP	12	16-Apr-14 01-May-14
FRIP Slab on Grade	15	02-May-14 22-May-14
Erect / Frame Structure	30	02-May-14 13-Jun-14
Backfill and Compact Walls	10	23-May-14 06-Jun-14
Deck Roof	12	16-Jun-14 01-Jul-14

Exterior Finishes

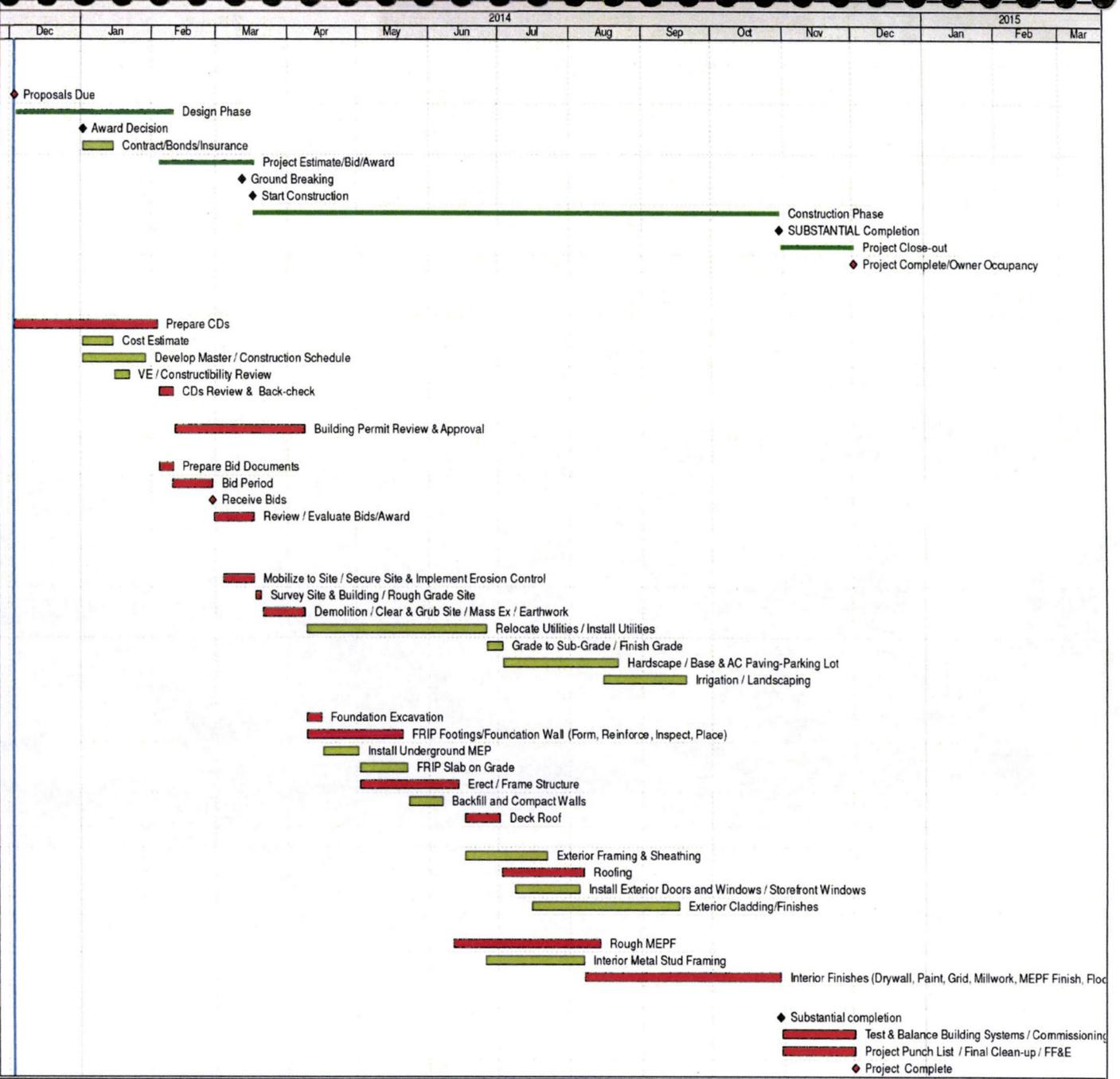
Exterior Framing & Sheathing	25	16-Jun-14 21-Jul-14
Roofing	25	02-Jul-14 06-Aug-14
Install Exterior Doors and Windows / Storefront	20	08-Jul-14 04-Aug-14
Exterior Cladding/Finishes	45	15-Jul-14 16-Sep-14

Interior Finishes

Rough MEPF	45	11-Jun-14 13-Aug-14
Interior Metal Stud Framing	30	25-Jun-14 06-Aug-14
Interior Finishes (Drywall, Paint, Grid, Millwork)	60	07-Aug-14 30-Oct-14

Project Close-Out

Substantial completion	0	30-Oct-14
Test & Balance Building Systems / Commissioning	20	31-Oct-14 01-Dec-14
Project Punch List / Final Clean-up / FF&E	20	31-Oct-14 01-Dec-14
Project Complete	0	01-Dec-14



West Jordan Fire Station #54 Reconstruction

Preliminary Construction Schedule



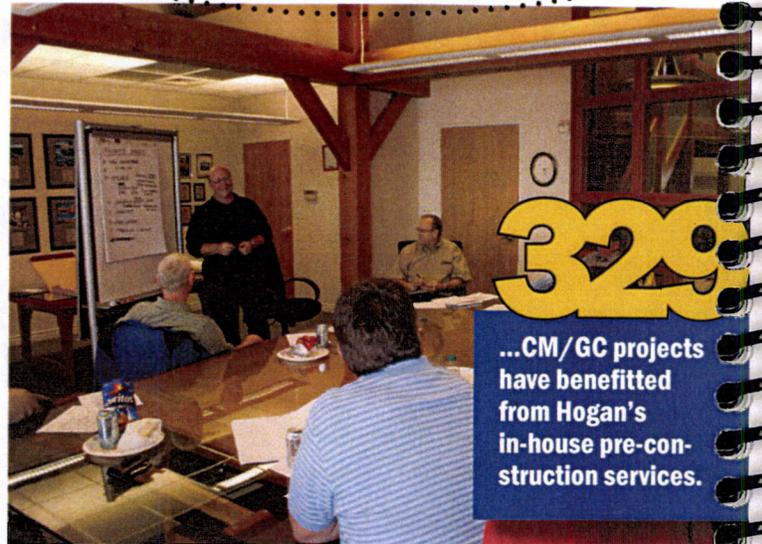


E: PROJECT MANAGEMENT PLAN

4: VALUE ENGINEERING METHODS TO DECREASE COST, INCREASE RESULTS

FIRST-HAND EXPERIENCE, COMPREHENSIVE BENEFITS
A true pre-construction effort helps provide a seamless transition from the design phase to the project site, resulting in fewer changes and schedule impacts, yielding cost savings.

Careful planning is the “foundation” upon which all successful projects are built. Hogan’s pre-construction abilities and experience enable us to see the “big picture” and ensure that our efforts are designed to attain your objectives. Working with your partners from a project’s earliest stages provides a certainty that the finished products we deliver matches the vision of the City of West Jordan.



VALUE ENGINEERING

For Hogan, Value Management is a process that can bring real “worth” to the project while lowering the overall cost. It is **not** merely an exercise in cutting scope to save money; anyone can reduce the cost by reducing the project’s scope and slashing off what can be “sacrificed”.

Value Management is also not merely a design peer review; it is a creative, organized effort with Hogan’s construction team and estimating staff, the City, the A/E team, major subconsultants and subcontractors.

This team analyzes the requirements of each project to achieve essential functions at the lowest **total** costs (capital, staffing, energy, maintenance) over the life of Fire Station #54. We evaluate cost-saving alternatives, price alternative systems and materials, construction methods and systems.

The ultimate success of Fire Station #54 will rely heavily upon the decisions made at the initial stages of the planning process. Combining our

team’s skilled professionals with an open and collaborative approach, Hogan’s comprehensive pre-construction services offer advantages to the complexities of the new public safety facility.

CONSTRUCTABILITY REVIEWS

Accompanying our Value Engineering analysis, the goal of Hogan’s Constructability Reviews is to minimize potential problems during project construction. If not properly addressed, these issues could result in change orders, claims and time extensions.

The most beneficial time to perform a Constructability Review is prior to final completion of design (whenever possible) or prior to bidding the construction contract (at a minimum).

In order to perform our Constructability Reviews, we have developed a “go-to” team comprised of in-house specialists throughout the company each selected as an expert in their field. This allows assembly of unique review teams consisting of extremely qualified individuals tailored for project needs.

Reviews are structured to cover all aspects of construction related to the project, including:

- Inconsistencies between plans and specifications
- Limitations of access for work to be conducted
- Compatibility of materials
- Coordination of trades
- Sequencing and project scheduling

SCHEDULE PLANNING

Hogan examines the schedule to identify variances between scheduled and probable completion dates of activities and provides an analysis of these effects have on the overall project completion.

We utilize Critical Path Method (CPM) scheduling to coordinate the various trades and ensure that the project is completed on time.

We also make recommendations regarding the availability of equipment and materials necessary to execute work efficiently and effectively. These elements ultimately determine a construction schedule’s success or failure.



E: PROJECT MANAGEMENT PLAN

**5: QUALITY CONTROL
WE DO NOT “BUILD” A
PUNCHLIST**

Hogan continuously monitors the quality of the construction work. Our superintendent is responsible to continually inspect the work of all craftsmen and subcontractors. The benefits of this close supervision keeps costs well under control, because installation errors can be remedied as soon as they are detected – not after all the work has already been done.

**FIRST-HAND EXPERIENCE,
COMPREHENSIVE BENEFITS**
If a subcontractor's work is not acceptable or is defective, it will be solved or fixed immediately. In some very extreme cases, the work will be removed and done correctly.



For us, quality assurance and control begins day one and is maintained until the last punch list item is completed. The work performed by each building trade has a decisive effect on the success of Fire Station #54.

Hogan's five-phase check will assist us through all stages of each construction phase. This involves:

1. Treating all inspectors and/or commissioning agents as members of our team, working with them from the beginning to avoid issues
2. Identifying any defects early and eliminating them immediately without additional costs
3. Ensuring high construction quality, by “coaching” everyone involved in the construction to watch for errors and deviations
4. Receiving thorough documentation of the quality of the work done in each construction phase
5. Utilizing both established and state-of-the-art inspection methods

DEFINE WORK PROPERLY

We will analyze the contract documents to understand West Jordan's and your A/E team's expectations, anticipate potential quality issues and plan the work.

SELECT GREAT SUBCONTRACTORS

We will carefully select through by means of a competitive process, trade contractors capable of meeting the demands of the project to fine-tune our approach to quality challenges.

COMMUNICATE EXPECTATIONS

Our team will finalize a QA/C plan that guides our quality leadership efforts. Quality standards are clearly communicated to each trade contractor, and we thoroughly answer all of their questions. By this we reduce the risk of costly interruptions and rework during construction, and pave the way for on-time delivery of a new fire station facility that meets your quality standards.

Constant communication and continual coordination with the subcontractors will take place.

MANAGE QUALITY CONTINUOUSLY

During the construction phase, we'll monitor installation activities daily to ensure high standards of quality are met in both the construction process and the finished product. We will inspect and test each building's systems so that they perform to the City of West Jordan's expectations.

If any work or installation is not installed to the satisfaction of the City, this work is rejected with a notice directed to the responsible trade. We will then work with them to make sure that the correction does not interfere with the budget or schedule. This approach to assuring quality will provide opportunities to identify and correct potential quality problems before any work has been put in place.

Our commitment to thoroughly understand the project, proactively convey quality requirements to the subcontractors, and follow through to ensure those benchmarks are being met, will provide the City of West Jordan dependable leadership in quality assurance for the new Fire Station #54.



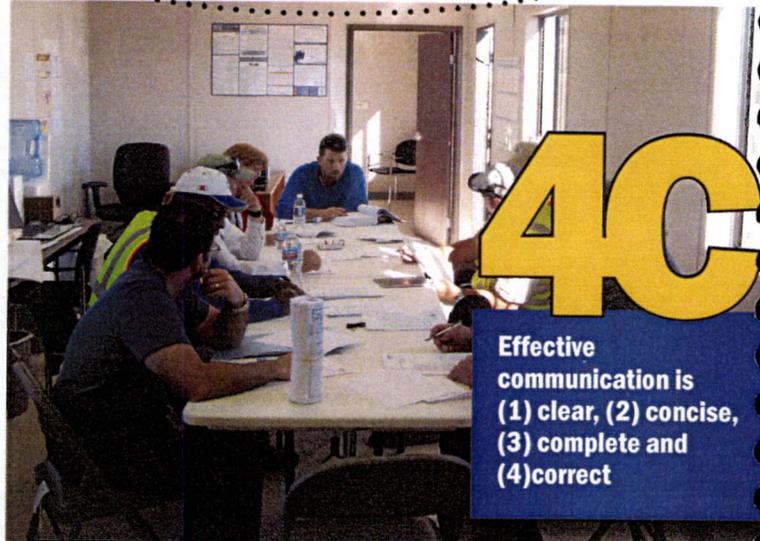
E: PROJECT MANAGEMENT PLAN

6: INFORMATION EFFECTIVE CM/GC MANAGEMENT

**FIRST-HAND EXPERIENCE,
COMPREHENSIVE BENEFITS**

We will identify the lines of communication during pre-construction and re-emphasize them during the progress meetings during the construction phase.

Hogan understands the importance of keeping all involved in the project informed of the status of the work as it affects their activities. This must begin in the pre-construction phase and continue through the completion of the project. Hogan fosters ongoing open communication among team members essential to minimize conflicts, complaints and misunderstandings.



George Bernard Shaw once said, "The single biggest problem in communication is the illusion that it has taken place." The essence of communication is that a message is transmitted, received and understood.

We will mandate that our superintendent "check-in" daily with Jim Reading to ensure constant communication. Additional City staff will also have several phone numbers of Hogan's on-site team (especially our Safety Foremen), so that we can respond to safety or other issues immediately.

Our philosophy is that the major parties involved in a project must work as a team in order to promote overall success. The team includes the City, the A/E group, and subcontractors, as well as any additional regulatory agencies and government authorities.

Weekly "Owner-Architect-Contractor" (OAC) meetings allow the entire team to work together with careful, proactive attention to detail, anticipating and mitigating problems.

Additionally, the fastest way to slow the progress of construction is to be passive with the flow of the required paperwork. On-site communication is just as important. Weekly on-site superintendent meetings will be strictly mandated attendance by our subcontract.

This lets the subcontractors know what is expected of the entire subcontracting group and what is required as far as schedule and quality. We use peer pressure among the construction group to help the project quality and flow.

These meetings are the best way to keep all subs informed of what the others are doing and what is expected from their crews. Respect is given all team members, recognizing each may have a different view, but that all are committed to the same goals: quality, timeliness and cost effectiveness.

It is imperative that for the flow and quality that these meetings are open, honest and those timely discussions occur. These communications between

the design team then need to be forwarded to the appropriate contractors and personnel.

It is our goal to present timely updates in these meetings and respond within days of receiving the request for deductive or added work as not to delay construction.

We will also have many other site meetings on the quality, budget and or schedule. There will be scheduling meetings with all contractors or with select groups that may need special attention as required throughout the duration of Fire Station #54's construction.

Delay in transmitting essential information can lead to misunderstandings and eventual escalation of problems. To avoid these problems, the lines of communication are identified and utilized.

Our process fosters ongoing open communication among team members which is essential to minimize conflicts, complaints and misunderstandings throughout the duration of the project.



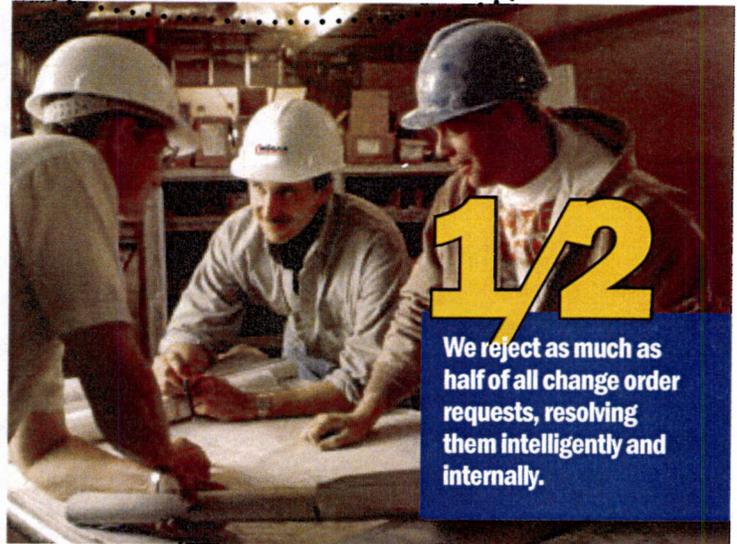
E: PROJECT MANAGEMENT PLAN

7. COST CONTROL: ELIMINATING CHANGE ORDERS!

It is our goal to proactively approach potential change orders and/or delays. We utilize our experience in cost estimating, constructability engineering and on-site construction to identify any potential changes before they require formal resolution. If these safeguards are unable to prevent potential changes and/or delays, we have the personnel and resources available to mitigate the impact they have on the project.

FIRST-HAND EXPERIENCE, COMPREHENSIVE BENEFITS

Our experience with diverse projects allows us to draw upon numerous solutions for varied conditions, with the result being minimal impact to project cost and the schedule.



We reject as much as half of all change order requests, resolving them intelligently and internally.

One critical goal of our entire CM/GC team is to manage change orders and keeping them to an absolute minimum on the new Fire Station #54.

Nothing influences the number and value of change orders more than the technical quality of the contract documents, for this is where change orders start. Regardless of how aggressively one negotiates change order requests, if the documents create or allow justification for a change order, additional costs will result.

As an experienced CM/GC, it is critical that our pre-construction group has the ability to provide the A/E Team with input and corrections that can eliminate the vast majority of change order requests. Every issue eliminated is a potential change order avoided.

Also, one of the current risks in construction right now is that subcontractors “cut” their bids with the idea of “making it up” on change orders. **We will watch out for poor bidding practices and not allow our subcontractors to do this.**

We can mitigate these types of bids by giving extensive assistance to subcontractors so they understand and include the proper scope of work and level of quality before they send us their numbers. They will know that during construction, Hogan will demand compliance from them and **will not accept “nickel and dime” change orders.**

For some very important trades, we will utilize a value-based selection process (with input from the City and your A/E Team) of potential subcontractors in order to minimize risks and possible change orders later in the project. Despite our best efforts, some field directed changes are inevitable. Once the change order is received, Dennis, Sean and Wade (our Project Engineer) will perform a Cost Request Review, executing an estimate and analysis of the subcontractor’s request.

Throughout the process, we will submit RFIs with proposed solutions to the City of West Jordan and the architect – not just problems and

questions. If a change order is deemed appropriate, we still negotiate the final costs and will try to implement any credits with the subcontractor and the supplier.

If, upon reviews of the plans, specifications and bidding instructions that the change order is not valid we will enforce that they **hold to their bid number**. However, we believe our role as a responsive CM/GC is to also help the subcontractor. We (with the A/E Team) will review with the subcontractor (and possibly their supplier) possible solutions to the problem that could be implemented without compromising the quality and the functionality of the project.

Also, most owners don’t dispute the fact that if they add something to a project, a corresponding change order will be generated. We will control the budget by assisting the City in recognizing the impact to the budget and/or schedule of owner-initiated change orders. This way, we can perform value engineering in the field to keep the project on track.



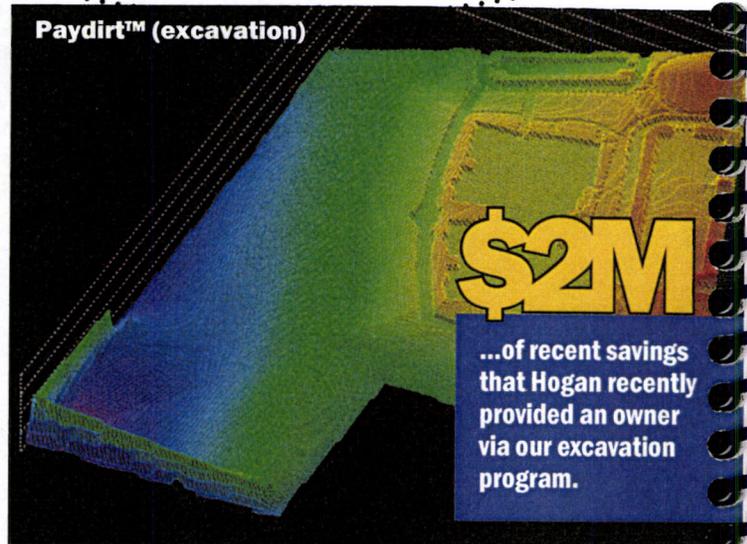
SUPPLEMENTAL CM/CG MANAGEMENT SERVICES & BENEFITS

PRE-CONSTRUCTION: COST SAVING TECHNOLOGIES

FIRST-HAND EXPERIENCE,
COMPREHENSIVE BENEFITS

Hogan utilizes new technologies and methods to continually improve project communication and management with owners, design partners and subcontractors.

Imagine watching the new Fire Station #54 appear on a computer screen before any dirt is moved or walls torn down. Hogan's "pre-con" technologies integrate cost estimating and BIM programs to create models coordinating both cost and schedules. The use of these tools — together with the knowledge of our in-house expertise in excavation concrete and steel — make Hogan the right choice.



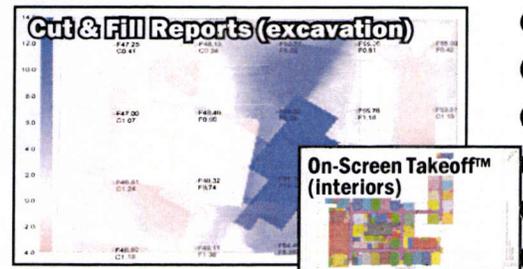
One of the most valuable services Hogan offers the City of West Jordan is our understanding of civil and geotechnical engineering issues. Cris Hogan, our proposed Pre-Construction Advisor, graduated in civil engineering and routinely finds cost savings for clients in the up-front site analysis.

On the Canyons School District's Corner Canyon High School, involving several large play fields and deep footings, we were able to save over \$2 million based on the initial estimates of excavation and grading quantities. We suggested alternate grading for the fields resulting in significant savings in imported fill and earthwork quantities.

Hogan technologies which can be utilized to save costs for the City in pre-construction:

We will investigate and determine the location of any existing infrastructure by visiting the site, pulling manhole covers, measuring flow lines and shooting grades. If needed, we can bring our excavators on site to pothole and verify utilities depths or soil types. From this information we will create a 3D model of the existing and proposed grading plans for the site (see above, right).

Hogan's state-of-the-art computer programs like Timberline® (management), Paydirt™ (excavation), On-Screen Takeoff™ (interiors), and various Building Information Modeling (BIM) applications (Revit®, Navisworks® and AutoCAD®) for both structure and systems evaluations, thermal imaging studies and also provides cost comparisons from actual "hands-on" experience to develop accurate construction cost estimates.



With these models — and in conjunction with the soils report — we will be able to make recommendations for related to the design and show the impacts in estimated costs and other factors. We will be able to show the impact in excavation quantities, costs of different finished floor elevations or grading, or of moving the building a few feet in a strategic direction.

Hogan's superintendents are also using ipads and tablets to manage construction operations so that they have instant access to construction documents, job site inspections, face-to-face meetings remotely, installation videos and instructions, storm tracking and remote access to project data.

