



REQUEST FOR PROPOSAL

General Contractor



*Ogden City (“City” or “Owner”) is requesting sealed proposals from qualified respondents interested in providing pre-construction and general contracting services through the design and construction phases of the **Corner Plaza and Art Installation**, a modification construction for an outdoor plaza located on the corner of 25th and Washington Blvd, Ogden, Utah.*

REQUEST FOR PROPOSAL

Ogden City Corporation

General Contractor - Corner Plaza and Art Installation Project

Ogden City is requesting sealed proposals from qualified respondents to conduct in providing pre-construction and general contracting services through the design and construction phases of the **Corner Plaza and Art Installation**, a modification construction to an outdoor plaza and installation of new public art, located on the corner of 25th Street and Washington Blvd, Ogden, Utah.

Proposal packets are available and may be obtained by downloading from the Ogden City website at <http://ogdencity.com/264/Purchasing>.

Proposers are responsible for securing any and all addenda issued.

A pre-proposal meeting will occur on May 26, 2021 at 11 AM via Zoom, an online format. Attendance at the meeting is not mandatory to qualify to submit a response for the project. Details are published within this RFP.

Responses to this RFP shall be submitted to the office of the City Purchasing Agent, c/o 1st Floor Information Desk, 2549 Washington Boulevard, Suite 510, Ogden, Utah, **no later than 1 PM, June 3, 2021. LATE PROPOSALS WILL NOT BE ACCEPTED.**

The City reserves the right to accept or reject any proposal as it best serves its convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids from local, women and minority owned businesses and other disadvantaged business enterprises.

Published: May 15 & 22, 2021

REQUEST FOR PROPOSAL

Ogden City Corporation

General Contractor - Corner Plaza and Art Installation Project

I. INTRODUCTION

Ogden City, in partnership with local stakeholders, desires to make improvements to an otherwise dated public square. The CORNER is perfectly located in the heart of downtown. It boasts 2500 square feet of wide-open area and is home to a small 225 square foot building that serves as an information kiosk. It is the “Central Place” locals and visitors can stop by, see a smiling face, and learn about local venues, attractions or arts and cultural happenings. Visitors to the CORNER can grab a quick snack, trail map or a locally made gift and be on their way. With new plaza enhancements and the installation of a major public art piece, guests will have the opportunity to stay a while. They may choose to sit and relax on the new outdoor seating or interact and have a conversation about the new outdoor public art Installation. The design firms the City has selected for this project are; the Artist team of Hou De Sousa group, a New York based husband and wife artist team of Nancy and Joshua Hou De Sousa for the Public Art Piece and the Architecture team of Sasaki & IO Landscape (collectively referenced as The Design Team). The selected contractor will work with Hou De Sousa, Sasaki and City Staff to finalize the design and build a plaza that seamlessly integrates art and plaza as one. The Design team has completed the 50% drawings phase of the project, attached to this RFP.

The City recognizes the value of involving a general contractor early in a project's design. The City believes a general contractor's input and involvement throughout a project can make for a better design and a smoother construction period. Even at preliminary stages in a project's development, a general contractor can provide valuable services including plan review, cost estimating, and value engineering that can help to

reduce a project's cost and increase overall quality. Therefore, the City intends to select a qualified general contractor to provide pre-construction and general contracting services through the final design and construction phases.

II. PROJECT INFORMATION

A. Scope

Pre-Construction Phase: Assist the City, Sasaki and the Artist with budgeting, value engineering, design, and construction methodology/phasing (if necessary).

Construction Phase: Demo and removal of hardscape & softscape, installation of hardscape, softscape, site drainage, electrical, custom metal work, lighting & earthwork associated with the plaza to include observation/interaction of the public art piece or pieces. (subject to Final Design and construction documents)

Ogden City, along with the project partners will select a General Contractor who will immediately begin working on the Pre-Construction services portion of the Project. The successful General Contractor should be prepared to provide pricing of the Final Design package two (2) weeks after final design is complete.

B. Contract:

A Construction Services Contract ("Contract") between Ogden City and Contractor where the basis of payment will be separated between the Pre-Construction Fee and the Cost of the Work Plus a Fee with a Guaranteed Maximum Price ("GMP"). At or near the completion of the Final Design, Contractor will furnish a construction cost estimate that will serve as the basis for the GMP portion of the Contract. If Contractor and City are unable to negotiate, in good faith, a GMP amount within the Budget as described herein (or otherwise modified at the sole discretion of the City), the City reserves the right to publicly bid the Project with no obligation to the Contractor. If the City and Contractor can negotiate a GMP amount within the Budget, the City may either choose

forward to move forward with the construction portion of the Contract or choose to terminate the contract and duly compensate the Contractor for the Pre-Construction Fee.

C. Budget:

Construction budget is \$230,000.00 with the potential maximum budget of \$260,000.00 pending City Council Approval of additional funds. Plaza enhancements must stay within budget, no additional funds shall be allocated. If increased construction costs have a negative effect on the budget, elements of the plaza will be scaled back or removed from the design to stay within budget. The selected contractor will be expected to work with the design team and plan for this through the design process and during construction. Budget includes General Conditions, Fees, Materials, Labor and Contingency.

D. Schedule:

Project is anticipated to be completed by Spring 2022.

The Contractor is expected to play an important role throughout the pre-construction period, including development of schedule and scope to meet project timeline and budget while maximizing value.

Qualified contractors must demonstrate completion of at least one similar construction project with a minimum construction contract amount of \$200,000.00 or more, and bonding capacity of at least \$250,000.00.

III. PRE-PROPOSAL MEETING

A pre-proposal meeting will occur on May 26, 2021 at 11 AM via Zoom, an online format. Attendance at the meeting is not mandatory to qualify to submit a response for the project. Below are the details of the online meeting –

Join Zoom Meeting

<https://zoom.us/j/94554024243>

Meeting ID: 945 5402 4243

One tap mobile

+12532158782,,94554024243# US (Tacoma)

+13462487799,,94554024243# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 945 5402 4243

Find your local number: <https://zoom.us/u/acj6FvMMV>

IV. RESPONSE TO REQUEST FOR PROPOSAL

A. Each Proposal must include, as a minimum, the following information:

1. Firm Information

- a. Principal office location
- b. Ownership information
- c. Corporate or business structure
- d. Number of years in operation
- e. Aliases or DBA names

2. Relevant Project Experience

- a. Provide a brief description, including project owner information, of at least three (3) relevant projects, including the year(s) of construction and size and type of project, including any unusual features.
- b. Provide evidence of value engineering, cost estimating, and negotiated contracting experience.

3. Project Team and Approach

- a. Identify the primary members of the Project Team and describe their experience.
 - b. Provide an organizational chart of the Project Team describing the roles and responsibilities of each member.
 - c. Demonstrate the Responder's ability to commit necessary resources to successfully complete the Project in a timely manner.
4. Applicable License – Copy of Federal and/or Utah licenses.
 5. Capacity and Stability
 - a. Self-performed categories of work
 - b. Claims and Suits (officers and firm)
 - i. List of incomplete work, if any
 - ii. List of judgements, arbitration proceedings, or suits pending or outstanding (5 years)
 - iii. List of lawsuits filed by firm (5 years)
 - c. List of major construction projects in progress
 - i. Name of Project
 - ii. Contract Amount
 - iii. Scheduled Completion Date
 - d. References
 - i. Trade References
 - ii. Bank References
 - e. Surety and Insurance
 - i. Name and address of bonding company
 - ii. Evidence of bonding capacity

Certificate of Insurance (COI) – See Insurance Requirement, pages 8-10.

6. Statement of Probable Fee:
 - a. Propose a fee schedule for the assumed construction contract of \$230,000.00 US dollars, which includes overhead, profit, bonds, and itemized general conditions. For the purposes of calculating the general

condition costs, applicants should propose a construction term in which they believe they can successfully complete construction of the Project, but no later than April 31, 2022.

- B. For City record keeping purposes, please do not use spiral or wire binding methods. The following method will be accepted:
 - a. Singled sided in a regular 3-ring binder
- C. Submissions lacking one or more of the requested documents may be deemed non-responsive. It is the responder's sole responsibility to read and interpret information in the RFP and the written instructions contained herein.
- D. Proposals submitted to Ogden City are considered public records, unless protected within [Utah Code 63G-2-1](#).
- E. Being selected and entering into an agreement does not guarantee the offeror will be extended any specific amount of work.

V. SUBMISSION OF PROPOSALS

Firms shall submit seven (7) copies of the proposal in a sealed envelope to the office of the City Purchasing Agent, c/o the 1st Floor Information Desk, 2549 Washington Blvd, Suite 510, Ogden UT 84401 **no later than 1 PM, June 3, 2021**.

On the envelope, indicate your company's name and the project name "General Contractor – Corner Plaza and Art Installation."

LATE PROPOSALS WILL NOT BE ACCEPTED.

No facsimile or email transmittals will be accepted. All submittals must be delivered by the mail or other delivery service or hand-carried to the 1st Floor Information Desk (back entrance of the Municipal Building) at the same address.

It is the sole responsibility of those responding to this RFP to ensure that their submittal is made to the correct location and in compliance with the stated date and time.

City offices are closed on holidays.

Ogden reserves the right to accept or reject any submittal as it best serves convenience and/or is found to be in the best interest of the City.

VI. SELECTION PROCESS

Respondents will be scored using the following criteria (see Attachment A):

- A. Construction experience and qualifications with projects of similar size, type, and contract amount
- B. Value engineering, cost estimating, and negotiated contracting experience; including quality of submitted work samples.
- C. Proposed contractor team for the Project
- D. Proposed Fee Schedule and General Conditions

The selection committee will primarily be composed of City employees. On occasion, consultants may be invited to participate in the review.

Note that proposals that are received after the deadline or not conforming to the RFP requirements may be deemed non-responsive and eliminated. Each proposer bears sole responsibility for the items included or not included in the response submitted by that proposer.

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures. Ogden City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP.

In the initial phase of the evaluation process, the selection committee will review all responsive proposals in a cursory manner to eliminate from further consideration proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration.

At the conclusion of this initial phase, finalist proposals will be selected for detailed review and evaluation.

Ogden City may require an in-person presentation by a proposer to supplement their written proposal.

Being selected and entering into an agreement does not guarantee the offeror will be extended any specific amount of work.

The respondent with the highest overall score will be selected to join the Project Team, provide pre-construction services, and conditionally enter into a negotiated construction contract.

VII. INSURANCE REQUIREMENTS

The successful contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. The Contractor shall pay the cost of such insurance.

- a. The amount of insurance shall not be less than:
 - i) Commercial General Liability: Minimum of \$3,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.
 - ii) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
 - iii) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.
- b. Each insurance policy required by this Agreement shall contain the following clauses:

- i) “This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Ogden City Corporation”.
 - ii) “It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents and volunteers shall be excess of Contractor’s insurance and shall not contribute with insurance provided by this policy.”
- c. Each insurance policy required by this Agreement, excepting policies for Workers’ Compensation, shall contain the following clause in a separate endorsement:
 - i) “Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation.”
- d. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor’s insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Ogden City Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.
- e. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work begins on the premises.
- f. City reserves the right to require complete, certified copies of all required insurance policies at any time.

- g. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- h. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein.
- i. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees or contractors upon the Premises during the License Period.

VIII. CONTRACT SECURITY

A. The Performance Bond is a guarantee of faithful performance of the requirements of the Contract Documents, including all applicable warranties. The Payment Bond is a guarantee of payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the work provided in the Construction Documents.

B. The sum of the Performance Bond and the Payment Bond shall be increased or decreased during the course of the work in the event that Contract Modifications, Change Orders or Addenda increase or decrease the total contract price. The sum of each bond shall be in an amount equal to the completed contract price at the completion of the work.

C. Owner does not provide any release of Performance Bonds or Payment Bonds. The bonds are in effect throughout all periods during which a suit may be brought under the provisions of applicable law.

IX. GENERAL TERMS AND CONDITIONS

- A. Qualified respondents shall be Licensed Contractors in the State of Utah, for this type of work, and who meet Ogden City's insurance and bonding requirements, and have experience with all work defined in the scope of work.
- B. For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows "Criminal History Verified" and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFP.
- C. All work must meet current industry standards including all Federal, State and local rules and regulations.
- D. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- E. Ogden City will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- F. Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the offeror. Ogden City

assumes no liability for any costs incurred by offerors throughout the entire selection process.

- G. Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.
- H. Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.
- I. Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposal price.
- J. Award of Contract - The selection of the company will be made by a selection committee comprised of city employees. Ogden City reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Ogden City may award this contract without discussion of proposals received from prospective service providers. The selected company shall enter into a written agreement with Ogden City. Ogden City reserves the right to cancel this Request for Proposal. Ogden City reserves the right to reject any or all proposals received. Furthermore, Ogden City shall have the right to waive any informality or technicality in proposals received, when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter into contracts with more than one vendor.
- K. Pursuant to the Utah Government Records Access and Management Act (GRAMA), records will be considered public after the contract is awarded. If an offeror wishes to protect any records, a request for business confidentiality may be submitted to the Ogden City Records Office at the time of bid submission. The form can be accessed through the Recorder’s webpage at:

<https://www.ogdencity.com/DocumentCenter/View/7004/Busiiness-Confidentiality-Claim-form>

X. GOVERNING INSTRUCTIONS

This Request for Proposal will constitute the governing document for submitting Proposals and will take precedent over any oral representations.

XI. CONTACT PERSON

For any questions related to this RFP, please contact the Ogden City Purchasing office via email purchasing@ogdencity.com or at (801) 629-8742. The question-and-answer period ends at 3 PM on May 28, 2021.

XII. RFP Schedule

Ogden City will follow the timetable below. Ogden City reserves the right to modify the dates due to unforeseen circumstances. Revision of dates, specifically the RFP response deadline will result in an RFP amendment. Amendments will be published in the City's Purchasing webpage - <https://www.ogdencity.com/264/Purchasing>.

For any questions, please contact the Purchasing Office at 801-629-8742 or purchasing@ogdencity.com

EVENT	TARGET DATE
1 st Ad – Standard Examiner	May 15, 2021
2 nd Ad - Standard Examiner	May 22, 2021
Pre-Proposal Meeting via Zoom	May 26, 2021 @ 11:00 AM
Last day for Q&A	May 28; No later than 3:00 PM

RFP Response Deadline	June 3, 2021; No later than 1:00 PM
Committee Review and Selection process	To Be Determined
Contract Start Date	To Be Determined

Attachment A:
General Contractor Selection – Score Sheet



Scorer: _____
 Date: _____

CRITERIA	SCORE (1-5)	MULTI- PLIER	POINTS
FIRM'S EXPERIENCE:			
- Has demonstrated experience in successfully completing plaza or other public open space projects of similar size and scope as this project.		4x	
- Has demonstrated history of successfully completing projects on time and within budget.		4x	
- Has demonstrated experience or capacity with negotiated bid contracts and in providing plan review, cost estimating, and value engineering services during pre-construction.		4x	
- Has demonstrated experience working for similar public entity or municipal clients.		2x	
PROPOSED PERSONNEL'S EXPERIENCE:			
- Proposed key personnel have demonstrated experience in successfully completing plaza or other public open space projects of similar size and scope as this project.		2x	
- Proposed key personnel have demonstrated experience or capacity with negotiated bid contracts and in providing plan review, cost estimating and value engineering services during pre-construction.		1x	
- Proposed key personnel have demonstrated experience, capacity or knowledge in working with similar public agencies.		1x	
PROPOSED PROBABLE FEE AND GENERAL CONDITIONS		1x	
TOTAL			

Response to RFP is complete and includes all requested information

____ Yes
 ____ No