



**THE CITY OF
WEST WENDOVER
NEW FIRE STATION
and COMMUNITY &
RECREATION CENTER**

Proposal for
Design-Build Services

Thursday, September 30, 2021

"Wendover Will"

**SUPPORTS THE
WEST WENDOVER
NEVADA
FIRE DEPARTMENT!**



B. Cover Page

September 30, 2021

Chris J. Melville, City Manager
City of West Wendover
1111 N. Gene L. Jones Way
West Wendover, NV 89883

Re: Request for Proposals for Design-Build Services for Fire Station
and Community & Recreation Center

Mr. Melville, Mr. Knudtson, and Selection Committee Members,

The Hogan Construction and VCBO Architecture team would like to thank you again for taking the time to come meet with us earlier in August. We are very excited about your projects and are eager to provide you with an excellent design and construction experience, as well as functional facilities for your community!

As West Wendover prepares to build your new fire station, we understand that it may seem daunting, especially when the City doesn't build as many projects. With this project being "FRONT & CENTER" for West Wendover, the new fire station must be given our best effort!

The success of this endeavor will rely on the unity, cooperation, and collaboration of the entire team. Mutual respect will be key, hard work imperative, coordination essential, communication constant, and transparency fundamental to our partnership. As your Design-Builder, we will act as your "Construction Advocate."

What does this mean for you?

Advocacy means that we listen to you. Hogan + VCBO's team will understand what your goals are and the concerns you have about the new fire station. We then go to work—researching the materials and site, the plans, and the construction methods of making your vision for this important public safety building into a reality. Our processes, procedures, resources, and technical expertise are available, so you make informed decisions. Communication is also the responsibility of an advocate. West Wendover must clearly understand the issues to be confident in your decisions.

Buildings for first responders are significant to your residents. We don't take this project lightly. We'd be honored to work with you on a project that significantly enhances the quality of life for your community.

Dennis Forbush, Senior Vice President
Hogan & Associates Construction, Inc.

Scott Bryner, Project Manager
Hogan & Associates Construction, Inc.

PROPOSAL CONTACT

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“
From the very first interview, Hogan & Associates demonstrated their interest in partnering with the City by suggesting an alternative foundation system which would avoid the problematic soil conditions on the two largest building sites. For me, this was a defining moment where [they] distanced themselves from the other firms we interviewed. With Dennis Forbush’s encouragement, we pursued the alternative foundation design which resulted in a significant cost savings to the project...and is just one of many examples of the commitment [they have] demonstrated to our project.

”
Lloyd Cheney
City Engineer
City of Bountiful
801.298.6125



VCBO Architecture

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Salt Lake City, UT 84102

Architect’s Principal Architect

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Architect’s Project Manager

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Architect’s Principal-in-Charge / Designer

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“
“Unmistakably, VCBO has been a leader in the concept, design and customer service of creating facilities in communities... Many visits were had informally at other sites where I was invited to examine their work. Questions were answered---visions were formulated... Brent’s professionalism is extraordinary and instills confidence in his customers. He is a steady and able [architect] with the multitude of details that must be addressed.”

”
Julie “JJ” Huntley
Retired Director
Pinedale Aquatic Center
307.367.2832

Section V. C. We have no proposed changes to the Contract Documents.

Section V. E. Our team has no proposed changes from the team proposed in the SOQ.

Section IX. We are including one additional project that we referenced in the SOQ.



C. Management Proposal Content and Organization

1. OVERALL MANAGEMENT APPROACH

A. FIVE KEY ISSUES, RISKS AND CHALLENGES

Overall Management Approach

Hogan + VCBO's team of skilled contractors, designers and estimators are excited to help West Wendover realize the Fire Station and Community & Recreation Center! As civic builders, we understand how important functional, cost-effective and beautiful spaces are to communities. Our Design-Build philosophy of teamwork, communication, honesty and quality will ensure your projects continue to enhance your city for years to come.

1. Quality of Subcontractors

Hogan Construction has a 76-year history and long-lasting relationships with exceptional area subcontractors. We maintain a database of over 5,000 pre-qualified regional firms from Nevada, Utah, Idaho, and Wyoming.

Ultimately, Hogan + VCBO and West Wendover will carefully select cost-conscious trade subcontractors capable of meeting the City's budget, schedule, and quality demands through a competitive and qualified process. Hogan pre-qualifies each firm on eight essential factors: (1) *Capacity and capability*, (2) *personnel/crew assigned to the project*, (3) *experience*, (4) *references*, (5) *past quality/work*, (6) *financial strength*, (7) *legal history*, and (8) *past bid responsiveness*.

This proactive process allows us to plan for the type of coverage we will have on bid day. If there are any underserved trade areas, we can work to solve them ahead of time.

2. The "Wendover Factor"

Once awarded, we begin contacting targeted subcontractors before the bidding documents are finished to make sure we have the best firms available. We will also contact suppliers and distributors to support our efforts in attracting good subcontractors.

As we define scopes of work (work packages) with VCBO for the subcontractors to bid, we'll compile a tracking sheet organized by specification section. This sheet is used until bid day to ensure adequate coverage in every work package on each project. Every subcontractor is tracked (bidding, not bidding, considering) and has plans and addenda. We continue getting subcontractors to bid until we have three quality firms confirmed for each work package.

Additionally, Hogan Construction is different from other design-build firms because we can self-perform up to 50 percent of a project like the new fire station (and community center). Because Hogan can self-perform work, we are more "nimble." If there are issues, we can send our workers to a job site within hours. We offer the flexibility to respond quickly, provide increased quality supervision on site for challenging work, oversee efficient utilization of field crews, coordinate the various scopes of work better, and have direct control of workflow.

If a subcontractor falls behind schedule and is unable to recover using alternative solutions, Hogan's self-perform capabilities can supplement that subcontractor's workforce. Hogan also



has the “last-resort” ability to replace them to keep the project on track at no additional cost to the City.

Hogan’s fairness and prompt payments with subcontractors translates into direct savings for West Wendover. Subcontractors often tell us they give us preferred pricing or exclusive bids because of our past dealings with them. Hogan will not shy away from providing local subcontracting firms work. Still, our priority is to ensure that great subcontractors staff any project in West Wendover to complete it to the City’s satisfaction.

3. Unknown Site Conditions

Our initial pre-construction effort will focus on site and soils issues. We don’t want to spend unnecessary money “in the dirt”. As Hogan self-performs excavation with a large excavation division, we use multiple technologies that map the difference between the existing grade and design grade to verify the volume of earth that needs to be moved. We will produce 3D mock-ups of each project site before construction begins. These models streamline project timelines and costs by enabling engineers to visualize and anticipate potential issues/conflicts.

Hogan will explore how to save money by positioning the building on the site cost-effectively or limiting the import/export of problematic site soils. Hogan’s site/soils mitigation efforts delve deeper into cost-saving measures beyond the civil engineering plans. As we own the latest heavy equipment, we know how to do the work efficiently and reliably. If we perform the work, our heavy equipment interfaces with GPS to deliver precise grade control.

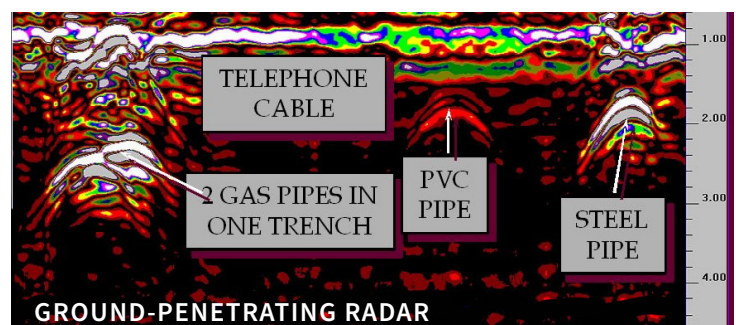
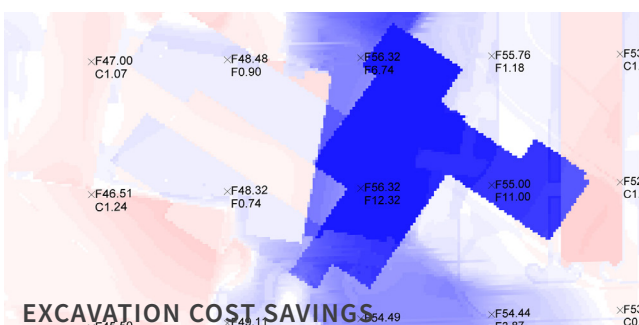
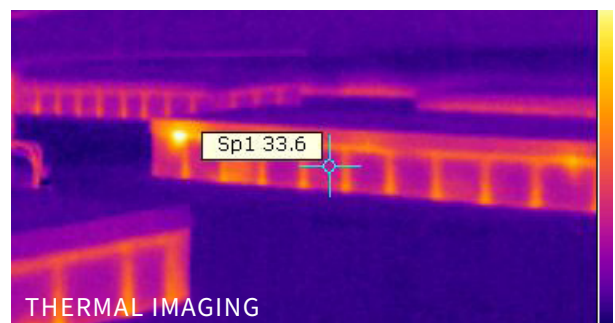
As part of our earthwork division, Hogan’s concrete crews have extensive experience with all types of concrete, from basic building pads and tilt-up panels to the structural systems for multi-story office buildings. We use the latest techniques and equipment to ensure that the project specifications are met or exceeded. The same goes for underground utilities, which Hogan also performs in-house.

We can potentially save West Wendover money with an in-depth analysis of the two sites to save cost. This is the primary reason why we should be selected as your design-builder!

4. Meeting the Allocated Budget

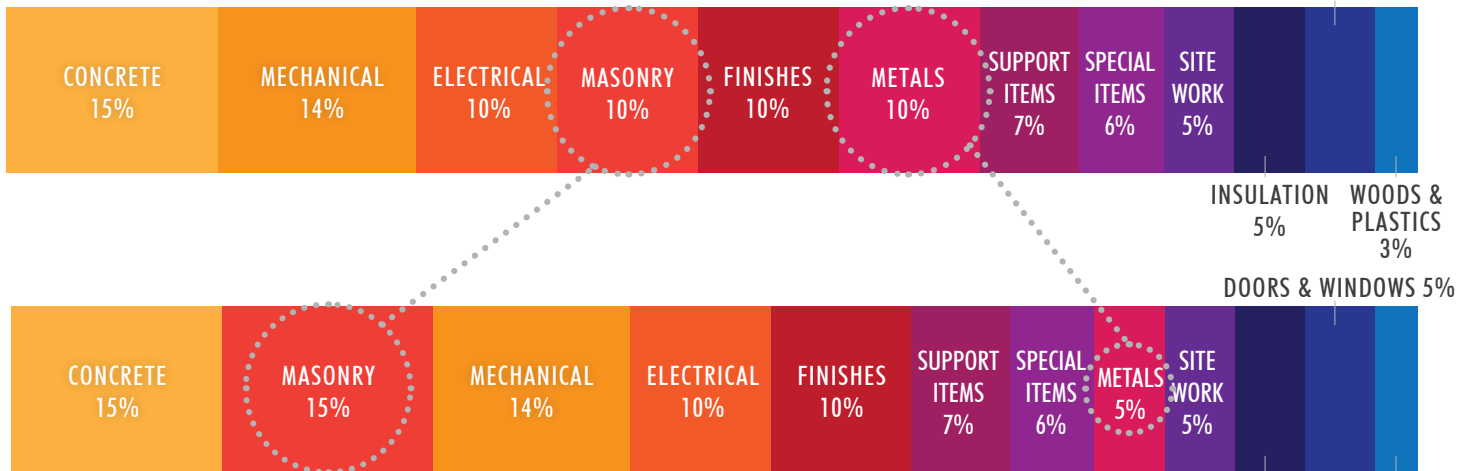
Hogan performs what we call “Knowledge-Based Estimating,” where our pre-construction group consists of estimators who have either built projects in the field or have spent years as estimators with critical subcontractors. When most firms have unreliable cost information, Hogan has estimators that have worked for subcontractors in excavation, utilities, concrete, structural/architectural steel, building systems, masonry, and interior finishes.

Hogan will start by providing a preliminary cost opinion of the cost of the project(s). Based upon our evolving (yet precise) database of prices, Hogan’s pre-construction team will assign all trade categories a basic budget/dollar allocation or an early “cost per square foot” distribution to each element of the project. Using this approximate “square foot” calculation and allocation enables



BUDGET ALLOCATION EXAMPLE 1

Let's say, initially, West Wendover's Fire Station is to have a balance of masonry and metals. Hogan would provide a budget breakdown reflecting this material choice. This is a visual example of what that might look like.



BUDGET ALLOCATION EXAMPLE 2

However, if the structure changed to include more masonry and less metal, we would reallocate your dollars to reflect this change while staying within the budget.

you to see how significantly areas of the projects or specific materials will affect the budget.

If there are changes that affect the costs (procurement, scheduling, phasing, etc.) are more than the amount original “mini-budget,” the money to pay for it would have to come from the other parts of the project (systems or materials) rather than increasing the budget. At that point, Hogan would perform in-depth cost and benefit studies of all the other project features to save money while not reducing the overall project quality. Switching to different cost-effective methods, materials, and strategies likely will solve the budget issue.

5. Balancing the Budget and Schedule

West Wendover has a fixed budget on one side of the scale and a vision of its residents on the other. The challenge is balancing the two sides and delivering the fire station and, in particular, the community center with the most amenities at the right price.

In a design-build contract, Hogan performs our “Target Value Design” process. With the design and construction teams working side-by-side, we take the mini-budgets we assigned earlier to each project component and track the costs on a unit price basis. Our goal is to meet our target budget for each budget line item.

One of the reasons Hogan selected VCBO as our designer is, aside from their extensive fire station AND recreation/community center experience, is because we know they listen carefully to their clients and apply feasible, value-based solutions to their designs. VCBO’s

expertise in involving stakeholders in defining the scope of work and interacting closely with them throughout the design process is key to their success. These open lines of communication between Hogan + VCBO and the City will help refine each project until the challenges of budget and function balance perfectly.

The result is that we provide West Wendover with accurate information when selecting improvements, upgrades, features, and amenities—particularly on the community center as the desires of the building’s function challenge the budget. Our joint design-build efforts also include evaluating construction methods and systems and cost-saving alternatives through pricing different systems and materials. With Hogan’s cost information, VCBO can be very disciplined in their design approach—for continual cost analysis will be critical for decisions that affect the budget, timeline, and quality.

VCBO will always know where the team stands concerning the City’s budget limit and will develop cost-effective plans and specifications. To assist in getting the most “bang for the buck,” we can provide and bid a list of options, so the City can choose how these alternatives affect the budget and project—and apply them as you see fit

Allowing West Wendover the control over critical decisions by supplying information and solutions is how we will “get it right.”

B. HIGH FUNCTIONING TEAM

i. Approach to Creating a Collaborative Environment

Our team knows how to build consensus among stakeholders.

Our experience has taught us that when people feel listened to, they are more willing to find common ground and build on shared goals for a project. If we are selected as the team for both the Fire Station and Community & Recreation Center, we see a great opportunity to simplify the community and stakeholder outreach process for both projects. Although we will treat them as discrete projects, the ideas and discussions held with the community can help develop a shared language and ideas for West Wendover.

By selecting our team for your civic projects, we can simplify the outreach process and save West Wendover time and energy. We look forward to the chance to continue to meet with members of your engaged community to understand their vision for your new civic buildings. Similar to our recent interview/interactive office meeting, Hogan + VCBO will hold weekly Owner-Architect-Contractor meetings with the City, Fire Department and Rec District so we can work together. As we work collaboratively, our proactive planning and attention to detail will help mitigate problems quickly. Hogan + VCBO will work closely together to expedite requests for information.

During construction, we mandate attendance at our weekly on-site superintendent/subcontractor meetings.

This helps the entire subcontracting group know the quality and schedule requirements. We encourage open and honest discussions to keep construction moving. Moreover, we'll coordinate with West Wendover and the Fire Department employees, assigned to monitor our performance, and encourage them to attend our weekly meetings and inspections. **Our team will:**



OFFER OPTIONS TO IMPROVE THE PROJECTS



PROVIDE SOLUTIONS BEFORE PROBLEMS ARISE



RESEARCH & ANSWER QUESTIONS



DEVELOP A TEAM ATMOSPHERE

ii. Tools and Techniques to Foster a Collaborative Environment

West Wendover and the Fire Department will be integral members of our team. During pre-construction, we gain our definition of value from you so we can collaboratively develop a design that meets your goals and budget. In the construction phase, we encourage your feedback and will meet your quality standards.

As previously mentioned, Hogan + VCBO will hold weekly Owner-Architect-Contractor meetings. These allow us to proactively plan and mitigate potential problems.

Additionally, with the goal of expediting material procurement approval, production, and shipping, Hogan suggests a weekly RFI/Submittal Review with VCBO before the Owner-Architect-Contractor meeting. This meeting will be explicitly devoted to studying and discussing submittal documents, instead of relying solely on email correspondence.

Hogan uses **Procore™**, a cloud-based construction management software that provides streamlined communication and documentation for the team. To increase project efficiency and accountability, Procore™ will allow everyone to instantly access meeting notes, plans, questions and answers, emails, photos, and more.

We would also suggest using **StructionSite**, a 360 degree camera system to document project progress. The site will be filmed weekly along the same route. Think of it as a Google street view for your project!





2. DESIGN DEVELOPMENT

A. EXCEEDING PROJECT GOAL NUMBER 1

The Design-Build Team's objective is to exceed Goal #1 to develop an efficient and effective design by implementing strategies that reduce technical maintenance and provide energy-wise design solutions. We plan to utilize systems and materials that can be procured locally and are readily available. Also, we would anticipate providing attic stock of all consumable materials so that City maintenance staff could easily change out a carpet tile or light fixture in the event of a failure or damage.

B. SPECIFIC STRATEGIES AND DESIGN IDEAS

Below are additional strategies that Hogan + VCBO intends to incorporate into the project:

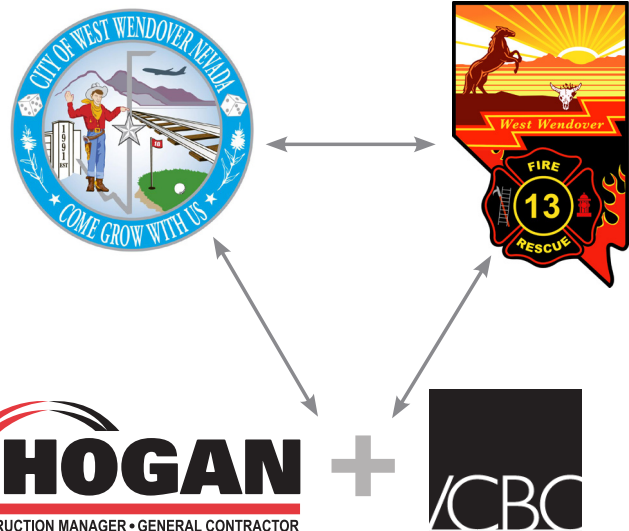
- *Incorporate natural daylighting and automated lighting controls to reduce the need for electrical lighting consumption*
- *Utilize all LED lighting fixtures to reduce energy consumption and replacement costs*
- *Design simple residential level mechanical systems that will allow local tradespeople to service and repair as required*
- *Study the use of ground source heat pump systems to take advantage of cost-effective, sustainable heating and cooling*

C. CHALLENGES AND MITIGATIONS FOR DESIGN DEVELOPMENT

One of the biggest challenges in developing this project is the remoteness factor! This will be a driving concern that the Hogan + VCBO team will address during the pre-construction and construction phases. The team will minimize travel by consolidating meetings, site visits, and verification efforts into combined activities to address this issue during design. Additionally, we will have weekly electronic meetings with West Wendover and the Fire Department to ensure that communication does not lag and continually monitor progress. During construction, site inspections will be supplemented with StructionSite imagery where all stakeholders can view the project in detail weekly or daily. Our team will also consider pre-fabrication as a potential option.

D. DESIGN COMMUNICATION AND COLLABORATION

During design and construction, we envision weekly Owner, Architect, and Contractor meetings (OAC). These meetings will review past action items, schedule, budget, and critical milestones and objectives. The OAC meetings will be supplemented during design with workshops that will focus on specific tasks such as programming, sustainability, and operations. We would anticipate 3 to 4 of these in-person meetings during the design process.





3. SCHEDULING, SEQUENCING AND PROJECT MANAGEMENT

A. SCHEDULING AND SEQUENCING APPROACH

Our approach to managing the schedule and budget during design is making sure West Wendover has the most up-to-date information available to make informed decisions. At critical milestones, we will review conceptual cost estimates that will ensure the final building solutions meets your bottom-line number.

Additionally, as we explore design options our team will provide weekly cost estimates so West Wendover and Hogan + VCBO can make timely decisions on all factors. This becomes especially important as we review items like possible sustainability options, efficient building materials, or added program components.

i. Temporary Facilities and Permitting Challenges



We anticipate the need for temporary facilities for non-local personnel. We plan to develop relationships with hotels or local short term rental options for the duration of both the Fire Station and the Community & Recreation Center. Doing so will provide better pricing for the city and has the added benefit of putting money back into your community!

VCBO Architecture designed and permitted the West Wendover City Hall back in 2005, and still value their partnership with the City. While VCBO primarily operates on the design side of a project, they understand the importance of managing technical details. These include building permits, code compliance, environmental regulations, and other necessary codes. VCBO's experience with city plan reviewers and understanding of the unique permit processes and hot-button issues the City of West Wendover looks for in the drawings and specifications. VCBO recommends a "page turn" meeting where they and the engineers walk the city through each sheet of the drawings to explain the information and specifications. This way, VCBO can make any revisions that may reduce the projects' cost and ease the permitting process.

ii. Anticipated Efficiencies



As both projects will bid separately, we will be able to address any potential issues with under-performing subs on the Fire Station before beginning construction on the Community & Recreation Center. For subs that perform well and that also bid for the Rec Center, we anticipate being able to flow them directly into construction of the Rec Center upon completion of the Fire Station. This will help maintain continuity of the team and ensure that our high level of quality is carried throughout both projects.



As the construction market continues to be volatile, we suggest waiting to bid for the Community & Rec Center at a more opportune time. Our careful tracking of prices will help us determine the most optimal bidding climate. This also gives us the advantage of having ample time to bid and buy any specialty products and supplies for the best price for the Center.



While we begin construction of the Rec Center, our team will still be in West Wendover throughout the duration of the warranty period for the Fire Station should any issues arise. For both projects we plan on utilizing systems and materials that can be procured locally, are readily available and easy for local contractors to maintain and update as needed.

iii. Arrival of GMP

To present budget-friendly options and work collaboratively through the design and estimating process, Hogan + VCBO will work with West Wendover in an open, back and forth communication flow. During this process, we'll have an opportunity, as a team, to talk about what those cost savings options would mean for your project. Our team's uniquely collaborative approach will ensure our GMP is accurate, and reflects current market costs that are suitable for the scope of your project!

Our pre-construction team will provide an "early budget allocation" where all trade categories are assigned a "cost per square foot" under the total budget for the Fire Station and Community & Recreation Center. We will communicate this with West Wendover so the entire team knows the initial financial plan for each trade. To ensure we stay within the GMP, if a trade category requires

more funds, it must come from one of the other trades rather than increasing the total budget. For example, if the mechanical system costs remain high, then we'll have to look at other areas of the building (systems or materials) to bring the project within budget. Also, if we perform bid packages, each will have its not-to-exceed amount to prevent unexpected costs.

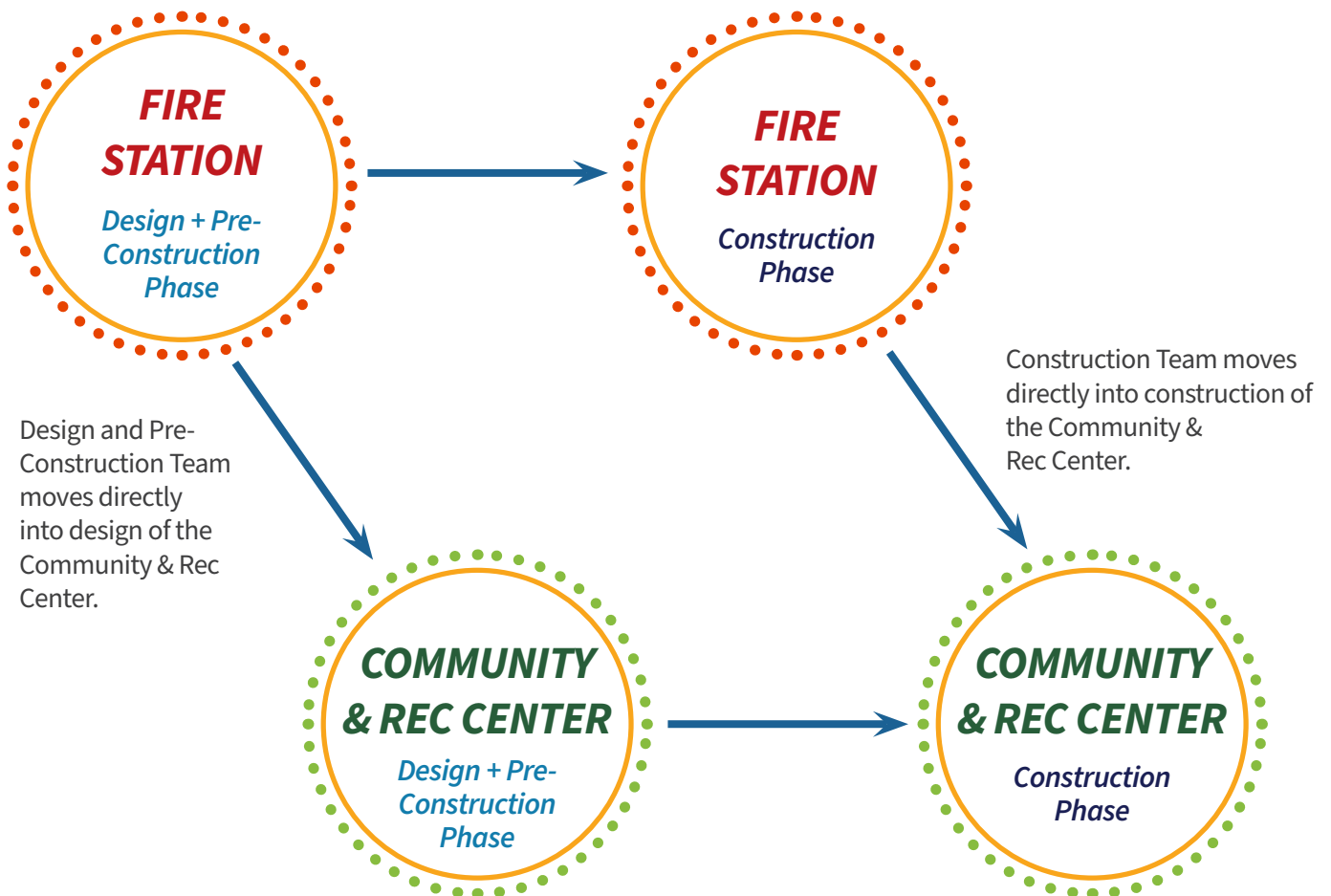
After a thorough review, **Hogan + VCBO will provide West Wendover with assessments, cost analyses, and recommendations to make data-driven cost decisions.** Additionally, Hogan will provide weekly cost updates and information to VCBO, accurately tracking costs through the entire design and pre-construction phase—not just at the SD-DD-CD design completion deadlines. Our constant interaction and communication enables the team to quickly make informed decisions about design options.

Once the project bids, Hogan + VCBO will work with West Wendover to select the most responsive and responsible bidder for each trade. **At this point, we'll develop the final GMP.** Then, we'll move together into project buyout where we'll send out final contracts to the selected subcontractors.

B. PHASING APPROACH

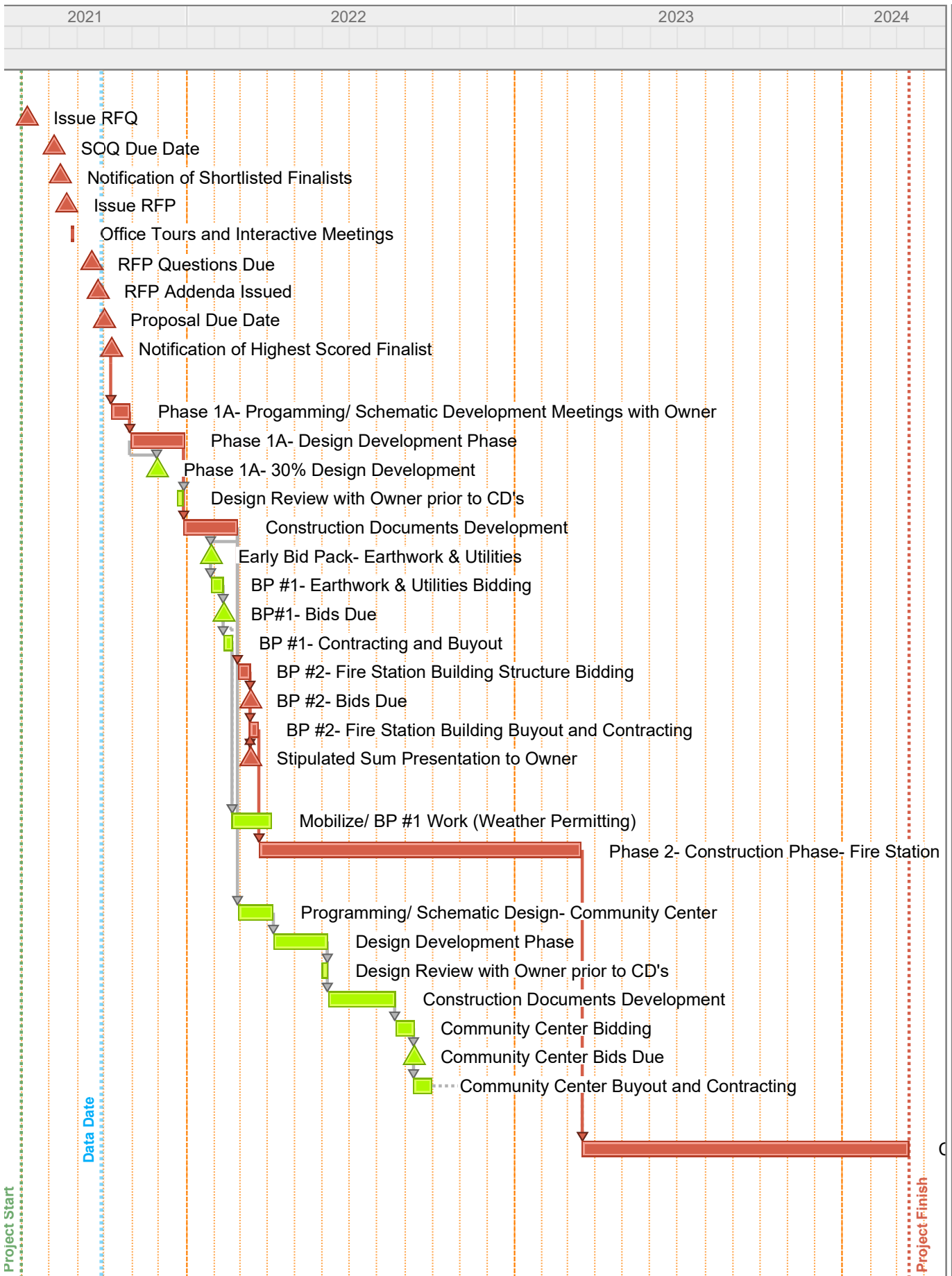
Hogan + VCBO's scheduling philosophy starts with fostering a team atmosphere. During pre-construction, Hogan + VCBO will work with West Wendover to develop detailed Master Schedule, which will address design and construction management activities. These items include securing approvals from authorities, milestone dates, long-lead items, and key construction trade activities.

Prior to and during construction, we will develop and follow a critical path method Master Schedule, which will feature all of the project's elements and incorporate each subcontractor's CPM schedule. This schedule will organize activities into a series of management events and guide the entire project. Then, we'll review this each week in team meetings so the critical-path items are being met. Utilizing the scheduling method will keep construction moving smoothly and allow us to adjust for unforeseen problems.



C. DESIGN AND CONSTRUCTION SCHEDULE

ID	Description	Original Duration	Start	Finish
Design Builder Selection				
15	Issue RFQ	0	07/06/21	
17	SOQ Due Date	0	08/05/21	
18	Notification of Shortlisted Finalists	0	08/12/21	
19	Issue RFP	0	08/19/21	
10	Office Tours and Interactive Meetings	3	08/24/21	08/26/21
20	RFP Questions Due	0	09/16/21	
30	RFP Addenda Issued	0	09/23/21	
40	Proposal Due Date	0	09/30/21	
50	Notification of Highest Scored Finalist	0	10/08/21	
Phase 1- Design Phase- Fire Station				
60	Phase 1A- Programming/ Schematic Development Meetings with	21	10/08/21	10/28/21
70	Phase 1A- Design Development Phase	60	10/29/21	12/27/21
85	Phase 1A- 30% Design Development	0	11/28/21	
80	Design Review with Owner prior to CD's	7	12/21/21	12/27/21
90	Construction Documents Development	60	12/28/21	02/25/22
100	Early Bid Pack- Earthwork & Utilities	0	01/27/22	
110	BP #1- Earthwork & Utilities Bidding	14	01/27/22	02/09/22
120	BP#1- Bids Due	0	02/10/22	
140	BP #1- Contracting and Buyout	10	02/10/22	02/19/22
95	BP #2- Fire Station Building Structure Bidding	14	02/26/22	03/11/22
97	BP #2- Bids Due	0	03/12/22	
98	BP #2- Fire Station Building Buyout and Contracting	10	03/12/22	03/21/22
105	Stipulated Sum Presentation to Owner	0	03/12/22	
Construction- Fire Station				
130	Mobilize/ BP #1 Work (Weather Permitting)	45	02/20/22	04/05/22
99	Phase 2- Construction Phase- Fire Station	360	03/22/22	03/16/23
Phase 1- Design Phase- Community Center				
92	Programming/ Schematic Design- Community Center	40	02/26/22	04/06/22
150	Design Development Phase	60	04/07/22	06/05/22
160	Design Review with Owner prior to CD's	7	05/30/22	06/05/22
170	Construction Documents Development	75	06/06/22	08/19/22
175	Community Center Bidding	21	08/20/22	09/09/22
176	Community Center Bids Due	0	09/10/22	
178	Community Center Buyout and Contracting	21	09/10/22	09/30/22
Construction- Community Center				
190	Community Center Construction	365	03/17/23	03/15/24



D. PROPOSED LEVEL OF EFFORT FOR PHASE 1A

iv. Recommended Approach to Phase 1A

Hogan + VCBO's pre-construction team has a strong, extensive, and successful track record of delivering very complex projects for the best value to our civic clients. Moreover, Hogan + VCBO are familiar with each other's respective design and construction methods.

One key example is our pre-construction collaboration was on the new Fire Station for Syracuse City. Together, we analyzed each of the project's material components and methods.

Our expertise during this crucial process will save our team design time and help us take both the Fire Station and Community & Recreation Center to bid at an early date, which will accommodate ordering long-lead items.

Our approach to managing the schedule and budget during design is making sure West Wendover has the most up-to-date information available to make informed decisions. At critical milestones, we will review conceptual cost estimates that will ensure the final building solution meets your bottom-line number. Additionally, as we explore design options our team will provide weekly cost estimates so West Wendover, and Hogan + VCBO can make decisions on all factors. This becomes especially important as we review items like the energy performance of the exterior skin, possible sustainability options, or added program components.

v. Develop High Level Schedule

Please see our project schedule after page 7, and our graphic phasing plan on page 7 for our detailed schedule proposed for the project. Upon award of the project, our team will provide West Wendover with higher detail regarding deliverables, meetings, engagement plan for the City, and anticipated milestone deliverable content.

E. CHALLENGES AND MITIGATIONS + F. TOOLS AND ASSISTANCE

To combat long lead material delivery times and availability issues, we sometimes propose a quick, thorough structural and mechanical equipment design process so we can execute early bid packages for these items. Bidding these early before construction commences helps us ensure we

PHASE 1A DELIVERABLES

1	INVESTIGATIONS & CONSTRUCTABILITY <ul style="list-style-type: none">Site investigation reportDocument review comments and constructability report
2	CONSTRUCTION PLANNING <ul style="list-style-type: none">Construction schedules
3	MEETING YOUR FLCC <ul style="list-style-type: none">Design Development package cost estimateEvaluate cost-saving alternativesDevelop potential bid alternates
4	BIDDING THE PROJECT <ul style="list-style-type: none">Develop subcontractor interest and potential bidders listPre-bid meetingSubcontractor bidding, bid analysis (scope gaps and exclusions)Guaranteed maximum price proposal
5	STAYING WITHIN THE GMP <ul style="list-style-type: none">Construction contingency management

have the needed materials to accommodate the construction schedule.

During the bidding process, Hogan will take note of any long-lead items. When the project is awarded, all subcontractors will be notified immediately and their long lead items reviewed and ordered. We will be especially diligent in tracking long-lead items with subcontractors who may be new to Hogan.

During construction, Hogan personnel will meet weekly with the superintendent and West Wendover. These meetings provide a forum in which the team can share information about the project's progress, schedule updates, budget and contingency reviews, scope changes, and can openly discuss any challenging issues.

vi. Project Tasks with Anticipated Hours

vii. Key Team Members

viii. Hourly Rates

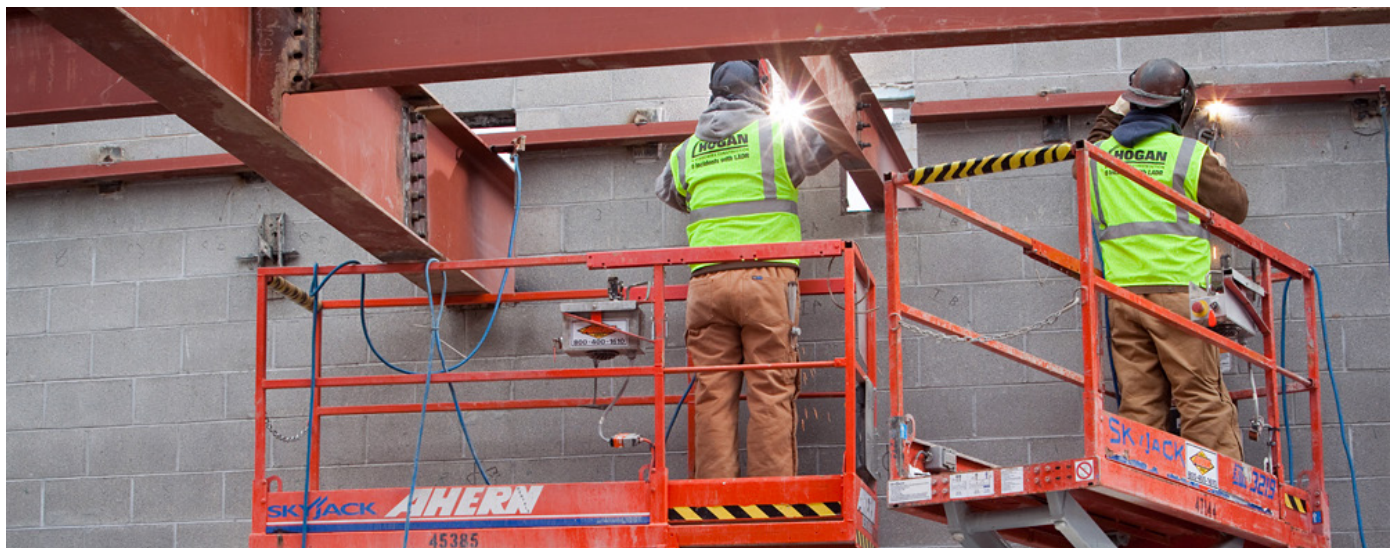
The successful management of the project phasing is critical to the success of these two important projects- especially during Phase 1 (Pre-construction). As a Design-Build team with a long track record of similar projects, Hogan and VCBO understand the need for both defined roles and responsibilities as well as the flexibility required to meet each projects unique requirements.

Many of the elements of Pre-construction have been summarized in Exhibit C under the Phase 1 Scope (section 1.02). Performance of these items, as well as any others required for successful completion of the pre-construction phase, will be done by a mixture of members of the Design-Build team as required. The table below indicates the planned Level of Effort that each key team member will dedicate to both Phase 1 and Phase 2 for these projects.

	Phase 1 - % of Time Dedicated to Project	Phase 2 - % of Time Dedicated to Project
Dennis Forbush– Design/Build Director	Up to 20% as needed	10%
Scott Bryner – Project Manager	50%	50%
Rick Sandberg– Lead Estimator	30%	5%
Devin Boyce– Superintendent	10%	100%
Brent Tippets– Principal-in-Charge / Director	15%	5%
Joseph Voitehovich– Architects Project Manager	75%	50%
Nathan Leavitt– Design Architect	30%	30%

ix. Agreement to Hourly Rates for Duration of the Projects

Please see Price Proposal–Attachement B for our hourly rates. Our team agrees to be bound by the proposed hourly rates for the duration of the project.





4. PROJECT CONTROLS, COST TRACKING AND GMP DEVELOPMENT

A. THREE STRATEGIES FOR EXCEEDING EFFICIENT PRICING

Our Design-Build Team anticipates utilizing these three strategies for exceeding efficient pricing and protecting the budget throughout the project. Our goal is to deliver the most functional facilities for your community, while honoring the need to stay cost friendly.

1. Constant communication with subcontractors and suppliers
2. Continually updating the estimate / budget with updated information
3. Contacting local subcontractors and suppliers to insure we are matching the regions current market. Multiple subcontractors input to get (average, overall, broadened) pricing options

B. PROCESS AND TOOLS FOR MONITORING, REPORTING AND MANAGING COST

i. Design to Budget Control and Reporting Process

While Hogan’s estimating team performs detailed estimates, our management team conducts constructability reviews and analyses. For Hogan + VCBO, constructability includes reviewing the construction processes from start to finish during the entirety of the design phase. Our goal is to identify impossible/ impractical requirements and obstacles and prevent errors, omissions, delays, disputes, and cost overruns.



DESIGN DECISIONS

Informing the project team and West Wendover on how design decisions will affect the projected final cost

ii. Scope, Cost and Schedule Development, Change Control Process and Team Coordination

To combat long lead material delivery times and availability issues, we sometimes propose a quick, thorough structural and mechanical equipment design process so we can execute early bid packages for these items. Bidding these early before construction commences helps us ensure we have the needed materials to accommodate the aggressive construction schedule.

During the bidding process, Hogan will take note of any long-lead items. When the project is awarded, all subcontractors will be notified immediately and their long lead items reviewed and ordered. We will be especially diligent in

tracking long-lead items with subcontractors who may be new to Hogan.

During construction, Hogan personnel will meet weekly with West Wendover and Fire Department personnel. These meetings provide a forum in which the team can share information about the project’s progress, schedule updates, budget and contingency reviews, scope changes, and can openly discuss any challenging issues.

We will also continually meet with subcontractors and suppliers to review matters of performance, quality, safety, and schedule. A critical part of each weekly meeting will be the Four Week Look Ahead in which, among other items, we track and report long-lead items’ delivery dates.

iii. Risk Management Process

Because many subcontractors are scrambling for work and may be over-extended, we will rely on our decades-long relationships with quality subcontractors and solicit firms statewide who have the capability to build and complete this project on time.

Pre-qualifying subcontractors is an important way to ensure the subcontractor has the necessary experience and the ability to perform for West Wendover and complete the job safely, on time, and within the budget.



“Our constant interaction and communication with West Wendover will enable Hogan + VCBO to make informed design decisions quickly while staying within each GMP.”

Rick Sandberg
Lead Estimator

Hogan is an expert with State Procurement laws and regulations. As such, we can gather subcontractors' qualifications through questionnaires, formal written requests, qualification statements, interviews with documentation, or other methods based upon the City's requirements.

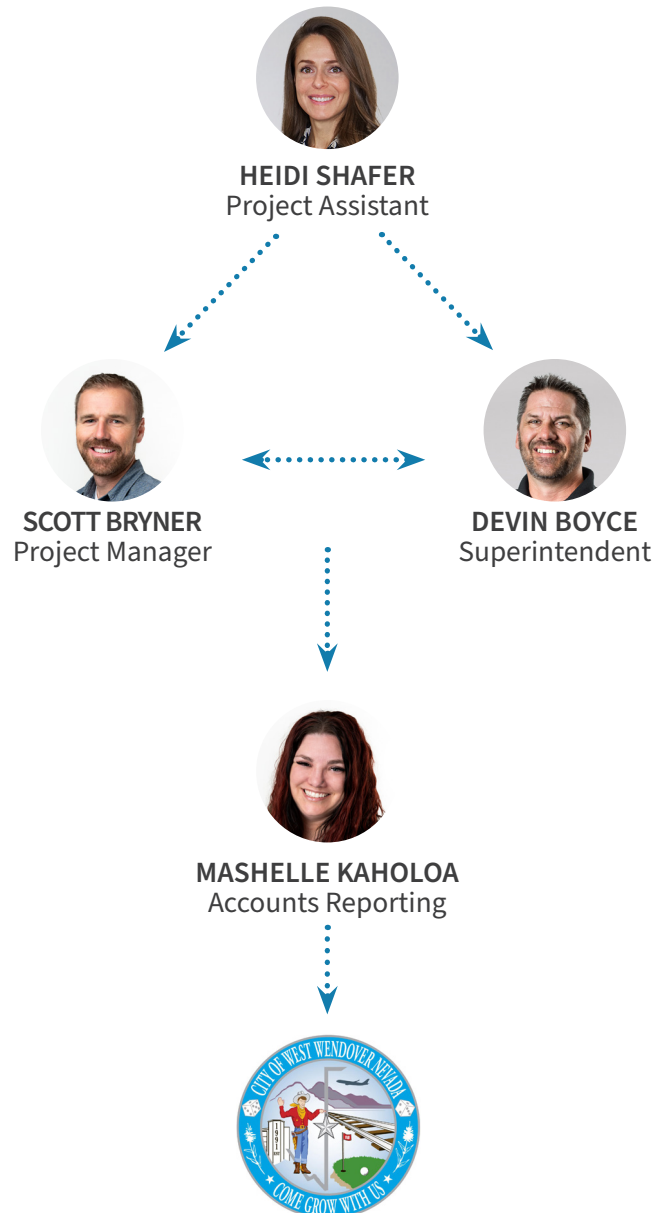
iv. Cash Flow Reporting Process

Hogan Construction's Project Assistant, Heidi Shafer, receives the subcontractor billings by the 25th of each month and compiles all subcontractor billings onto an AIA G703 Document. According to the construction work completed within the billing timeframe, Hogan's Project Manager, Scott Bryner, reviews subcontractor billings and the AIA G703 Hogan billing with our Superintendent (Devin Boyce). Hogan's Project Accountant, Mashelle Kaholoa, finalizes the AIA G702 billing to West Wendover by the end of each month. Scott submits and reviews billing with VCBO and West Wendover at the regular construction progress meeting. VCBO certifies the payment application, and West Wendover funds payment to Hogan. Scott Bryner approves payment to the subcontractors, and Hogan funds payments to the subcontractors within seven days, as long as prerequisites (lien releases, insurance, contracts, safety, change orders, etc.) are met.

vi. Conceptual Estimating Process

Hogan + VCBO will provide weekly cost updates and information to West Wendover at each design meeting. Our fluid estimates allow the team to accurately track costs throughout—not just at the design completion deadline.

v. Document Control



FLUID ESTIMATING

To present budget-friendly options, work collaboratively through the design process, and ultimately develop the GMP, **Hogan + VCBO will work with West Wendover in an open, back and forth communication flow.** We will also identify the way you'd like us to discuss information with you.

vii. Input from Specialty Contractors

As we continue to negotiate issues with long-lead items and potential issues, Hogan's relationships with key subcontractors will help our team maintain schedule and budget throughout the project.

During the bidding process, Hogan will take note of any long-lead items. When the project is awarded, all subcontractors will be notified immediately and their long lead items reviewed and ordered.

We will also continually meet with subcontractors and suppliers to review matters of performance, quality, safety, and schedule. A critical part of each weekly meeting will be the Four Week Look Ahead in which, among other items, we track and report long-lead items' delivery dates.

viii. Challenges in Establishing the GMP

There is a possibility that West Wendover's projects may exceed your current budget due to materials procurement and subcontractor availability challenges. Early oversight entails a consistent and systematic review of the project during both the design and construction phases. Our budget analysis includes site exploration, which is one of the critical aspects of pre-construction. Poor budget control is linked to incorrect estimates, extensive changes, scope variations, client decision timelines, and price volatility.

Hogan's pre-construction team determines the square footage allowed by the budget based on current pricing at the beginning. We will accommodate changes by building and managing contingencies. However, we will establish and maintain decision deadlines to prevent delays to the project with cost implications.

The current construction climate is characterized by volatility in the pricing and availability of materials. Hogan plans to mitigate this by checking and reporting pricing changes weekly in our design meetings. At these meetings, we proactively provide alternate options for materials and methods.

Because of previously mentioned reasons that could make budget control ineffective, we will establish design contingencies to address the changing markets. These design contingencies are a crucial part of keeping the project's scope in check without expensive redesign; however, they would be reduced or discarded.



ix. Meeting the Challenges of Establishing the GMP

Hogan & Associates Construction has never exceed a Guaranteed Maximum Price (GMP) or missed a move-in date for a client. Hogan's first commercial job in 1945 was an elementary school project where we met the client's strict budget and finished before the school year started. This began our unbroken string of on-time finishes.

We've also continued our track record by never exceeding a GMP through consistently "upping our game" when needed by employing experienced estimators (with field or subcontracting histories) and the latest estimating and constructability technologies. Due to our commitment to completing projects on time and within budget, we've been hired by 47 regional municipal clients.



VIII. Meeting Minutes

HOGAN+VCBO & WEST WENDOVER INTERACTIVE MEETING MINUTES

DATE: Thursday, August 26, 2021

TIME: 12:00 PM to 2:00 PM

**LOCATION: Hogan & Associates Construction Office –
940 North 1250 West, Centerville, UT 84014**

Aaron Metcalfe (Hogan – Vice President) welcomed the group and mentioned that the Hogan+VCBO team wanted this meeting to be an opportunity to share ideas and concerns about the new West Wendover Fire Station and possible Community Center, and the excitement of the team about these projects.

Dennis Forbush (Hogan – Senior Vice President/Project Director) introduced himself as the project director, and that he's been with Hogan since 1973, and that he's a senior vice president. Dennis mentioned that he and Scott had worked together a lot.

Scott Bryner (Hogan – Project Manager), Hogan's project manager, been with the company since 2008.

Brett Tippetts (VCBO – Principal-In-Charge), has worked with Dennis approximately 30 years.

Devin Boyce (Hogan – Superintendent), has been with Hogan for 18 years.

Aaron Metcalfe (Hogan – Vice President) the proposed team has completed 81 projects together, bringing West Wendover a highly synergistic team. Hogan's and VCBO's knowledge of fire stations and their experience with community and recreation centers is unmatched. Of those 81 projects, 27 have been municipal projects, with 15 of those having been recreation centers and community centers. Hogan is currently working on a fire station for Layton City.

Dennis Forbush (Hogan – Senior Vice President/Project Director) mentioned that with the extreme cost escalation in steel and the delays, we see why this is very economical. He also stated that Rick (Lead Estimator) had some additional ideas about the potential structural system that might interest the party from West Wendover.

Fire Chief Jeff Knudtson (West Wendover) discussed a list of potential design ideas and concerns

Chris Melville (West Wendover City Manager) said that he was concerned about the budget. Both facilities must solve the current needs. The two projects must provide value in both usage and cost. He emphasized that the community and recreation center is critical—a grand project that the community has waited for many years. Chris referenced that it's important to have the team together right from the beginning not to experience a scenario where things are designed over budget.

Dennis Forbush (Hogan – Senior Vice President/Project Director) responded that everything described by Chief Knudtson and City Manager Melville, without hesitation, is why he'd choose VCBO Architecture to be the designer of the fire station and community/recreation center.

Brett Tippets (VCBO – Principal-In-Charge) added that one aspect VCBO will explore is reducing on-site labor costs by having fewer people needed in West Wendover.

Debbie Sanchez (West Wendover Chief Financial Officer) mentioned that the overall budgets, material costs, and on-site labor had been addressed. She spoke about a concern was that West Wendover is a rural community—about two hours out of Salt Lake and an hour and a half out of Elko.

Brett Tippets (VCBO – Principal-In-Charge) answered that it is an issue that is important. Hogan and VCBO have completed projects in a location like Pinedale, Wyoming, Monticello, Utah, and down into Northern Indian Reservation in Arizona.

Gary Corona (West Wendover – Recreation District Board Member) mentioned that his concern was that the "Wendover Factor" makes projects take longer and cost more. He has seen this with several construction projects, where subcontractors are brought in and get involved in the local diversions once they're on site. It's essential to have reliable subcontractors.

Sonny Longson (West Wendover – Recreation District Board Chair) spoke to the functionality of the community and recreation building. The entire team must get this right because it's going to be an authentic multipurpose building. People have been waiting for this day for so long, and once it's done, it's got to be done right. West Wendover and the Hogan+VCBO team have to involve the community.

Brett Tippets (VCBO – Principal-In-Charge) spoke about doing feasibility studies on recreation with the community and having designed over one hundred gymnasiums in Carson City and Farmington.

Darin Hawkes (Aqua Engineering – Principal) stated that he is the city engineer and not a community member. He's done enough work out in West Wendover that one of the things he sees, particularly with the fire station, is the site itself.

Jamey Richardson (West Wendover – Recreation District Administrator) The District understands that they need to have as much space as possible for their project. She also stated the concern that the District gets the "best bang for their buck" because this facility will have a high demand from the community, and it is their one big shot at doing this project.

Chris Melville (West Wendover City Manager) answered that the City has a downtown master plan (designed earlier by VCBO). The fire station will be somewhere next to the city hall.

Dennis Forbush (Hogan – Senior Vice President/Project Director) explained that if Hogan+VCBO tries to bring the fire station site down to that of the City Hall, which is an elevation of about twenty-five feet, it will be costly.

Chris Melville (West Wendover City Manager) responded if there is an inexpensive place or way to design the station to avoid that cost, Hogan+VCBO needs to explore it.

Brett Tippets (VCBO – Principal-In-Charge) asked about sustainability.

Chris Melville (West Wendover City Manager) replied that the City wants to design a sustainable building that doesn't cost additional money.

Chris Melville (West Wendover City Manager) indicated that the new fire station project allows the City to control the selection process—which will provide better budget control.

Dennis Forbush (Hogan – Senior Vice President/Project Director) spoke about Hogan's ability to self-perform work. Dennis claimed that Hogan can self-perform more than anybody else locally. Hogan is an "old-school" general contractor when it comes to working on the job site.

Rick Sandberg (Hogan – Lead Estimator) explained how procurement works with self-performance. Hogan will bid the project, and each section of work, out to all the interested subcontractors. Hogan's bids will be emailed to West Wendover to keep it separate from the other bids. The City will open them in front of everyone during the public bid opening and reads them aloud. Whoever has the best bid, the least expensive bid—they get the work

Dennis Forbush (Hogan – Senior Vice President/Project Director) commented that a benefit of selecting Hogan is how they manage the "Wendover Factor."

Aaron Metcalfe (Hogan – Vice President) spoke about how Hogan's ability to self-perform work also helps them in pre-construction and design.

Rick Sandberg (Hogan – Lead Estimator) told the group that Hogan can help Brent, and his team hit the budget goals as Hogan+VCBO moves forward by studying every system and product. It's a very consistent, fluid estimating process. Rick mentioned the supply chain is a huge concern. However, constant communication with subcontractors and suppliers is needed to offset the delays and possibly changing material types and systems. Hogan would work with VCBO and the City to get items in the queue.

Debbie Sanchez (West Wendover Chief Financial Officer) stated she worked for Clearfield City. When the City built its new city hall, the architect wanted to design a beautiful building and something that everyone would talk about.

Brett Tippets (VCBO – Principal-In-Charge) stated there is this misconception that beautiful buildings cost more. He said Hogan+VCBO could design affordable buildings.

Dennis Forbush (Hogan – Senior Vice President/Project Director) took some time to show some PowerPoint slides with photos of recent fire stations and community/recreation centers that Hogan and VCBO have done, both together and separately. This highlighted some of the many features that West Wendover's new facilities could emulate to save cost and provide more functionality.

Aaron Metcalfe (Hogan – Vice President) concluded that the Hogan+VCBO team is excited. Ever since Hogan found out about the fire station moving forward with its funding, they've targeted it for a project that they want to do.



IX. Identification of Projects



A. NAME OF PROJECT	Mueller Park #84 Fire Station Seismic Upgrades, Remodels & Site Upgrade
B. OWNER/CUSTOMER	South Davis Metro Fire Department
C. LOCATION OF PROJECT	1995 South Bountiful Boulevard Bountiful, UT 84010
D. DESCRIPTION OF DELIVERY METHOD	CM/GC
E. PROJECT DESCRIPTION AND RELEVANCE TO THE EVALUATION CRITERIA	<p>Hogan recently completed a fix to the 4,500 SF apparatus bay area by reinforcing and raising the four doors that cannot accommodate the newer engines. The interior remodels were an existing bathroom/shower, insulation in the attic space, replacement of the furnace, electrical room conduit repairs and replacement, and waterproofing of the building.</p> <p>The station, located on a compact 0.6-acre site, has a two-level parking lot with a 13% grade flowing towards the building. The entire fire apparatus apron and parking lot was replaced to protect the building from water from rain and the spring melt. Significant retaining walls will be required to secure the property elevations.</p>
F. KEY PROJECT INDIVIDUALS	Dennis Forbush, Project Director Dave Anderson, Director of Pre-Construction Rick Sandberg, Estimator Chad Cloward, Scheduler
A. INITIAL / FINAL CONTRACT PRICE WITH EXPLANATION	OCTOBER 2021 / OCTOBER 2021 7-MONTH DURATION
A. INITIAL / FINAL DATE OF COMPLETION WITH EXPLANATION	\$1.14M / \$1.14M
A. PROJECT CONTACT	Fire Chief Dane Stone 801.667.2400 dstone@sdmetrofire.org



X. Price Proposal Contents

A. DESIGN BUILDER'S FEE PERCENTAGE

ATTACHMENT B

PRICE PROPOSAL

City of West Wendover

Fire Station and Optional Community and Recreation Center

I. INSTRUCTIONS

A. Design-Builder's Fee Percentage

The Design-Builder's Fee will be incorporated into the Progressive Design Build Agreement between Owner and Design-Builder. For scoring purposes only, the Design-Builder's Fee Percentage shall be multiplied by the estimated budget for the Project(s) (\$17,000,000.00) "Design-Builder's Price Proposal"

B. Phase 1A Not to Exceed Amount

The proposed Phase 1A Not to Exceed Amount will be inserted incorporated into the Agreement. The Phase 1A Not to Exceed Amount will not be scored. However, if accepted by the City after negotiations, shall become binding on the successful Finalist, subject to the terms and conditions of the Contract Documents.

- a. The Proposed Phase 1A Not to Exceed Amount should include all compensation to the Design-Builder during the Phase 1A set forth in the revised Exhibit C of the Agreement provided by the Finalist and the proposed Phase 1A Level of Effort described in the Management Proposal.
- b. The City reserves the right to reconcile the various proposals received and to seek best and final proposals for the scope and the cost of Phase 1A; however, by submitting the Phase 1A Not to Exceed Amount, the Finalist warrants the following:
 - i. That Phase 1A Level of Effort described in the Management Proposal is sufficient for the Design Build Team to perform the Work described for Phase 1A deliverables as set forth in the revised Exhibit C proposed by the Finalist.
 - ii. That the Phase 1A Not to Exceed Amount is sufficient to perform the Work described in the Phase 1A Level of Effort in the Management Proposal.

C. Hourly Rates

Finalists will provide the hourly rates for Key Team Members. The Hourly Rates are not scored but will be incorporated into the Design Build Agreement. Separate Rates shall be submitted for preconstruction and construction services should they differ.

D. Scoring of Price Proposal

The Design-Builder's Price Proposal shall be scored as follows:

The Finalist with the lowest Total Sum will receive all 30 points. The remaining Finalists will receive a proportionate share of the 30 points, based on the proportion that the Total Sum for their proposals exceeds the lowest Total Sum. By way of example, if the second low Finalist proposes a Total Sum that is ten percent higher than the lowest Total Sum, the second low Finalist shall receive 27 of the 30 allotted points. By way of example, if the third low Finalist proposes a Total Sum that is 75% of the lowest Total Sum, the third low Finalist shall receive 22.5 of the 30 allotted points.

II. PRICE PROPOSAL FORM

Hogan & Associates Construction, Inc.
 Finalist Name

Having carefully examined the Request for Proposal (RFP) for Design-Build Services for the City of West Wendover Fire Station and Community & Recreation Center Project, issued July 6, 2021, and Addenda numbers 1 through 3, and the Agreement, the undersigned Design-Builder proposes the following Commercial Terms for the Project:

A. Design-Builder Fee that will be incorporated into the Agreement:

5 %

For scoring purposes only as set forth in the RFP, the Design-Builder's Fee Percentage shall be multiplied as follows: X \$17,000,000.00 = Eight hundred and fifty thousand Dollars (\$850,000.00)

B. Phase 1A Not to Exceed Amount

The proposed Phase 1A Not to Exceed Amount is

\$Four hundred and sixty four thousand Dollars (\$464,000.00)

C. Key Team Member Hourly Rates

The Hourly Rates for Key Team Members are as follows:

Name	Position	Hourly Rate Preconstruction	Hourly Rate Construction
Dennis Forbush	Design/Build Director	\$125.00	\$125.00
Scott Bryner	Project Manager	\$105.00	\$105.00
Devin Boyce	Superintendent	\$90.00	\$90.00
Rick Sandberg	Lead Estimator	\$95.00	N/A
Brent Tippetts	Principal-in-Charge	\$220.00	\$220.00
Joseph Voitehovich	Architects Project Manager	\$135.00	\$135.00
Nathan Leavitt	Design Architect	\$175.00	\$175.00


PROPOSAL GUARANTEE

The undersigned hereby agrees that this Proposal may be accepted by the City of West Wendover anytime within ninety (90) calendar days immediately following the date indicated herein below, and the undersigned further agrees to submit a fully executed Agreement prior to the issuance of the Notice to Proceed that includes the Commercial Terms proposed in this Price Proposal Form.

PROPOSA FORM:

Hogan and Associates Construction, Inc.

(Finalist Printed Name)



(Authorized Representative Signature and Date)

9, 29, 21

Dennis Forbush, Vice President

(Representative's Printed Name and Title)

0043874

(State of Nevada Contractor's License No.)

We have included the proposed revisions to Exhibit C and phasing, as requested. Please note these revisions include clarifying and adjusting the phasing and associated timing of subcontractor bidding, along with providing a firm fixed price in lieu of a GMP as follows:

PHASE 1 = PRE-CONSTRUCTION

- Phase 1A = From contract execution to 30% Design Development, including Target Budget
- Phase 1B = 30% DD approval by Owner through Final Design documents, subcontractor bidding and Stipulated Sum Price proposal

PHASE 2 = CONSTRUCTION

- Approval of Stipulated Sum Price proposal, Notice to Proceed & Execution of Exhibit A Design-Build Amendment with Stipulated Sum option selected in Section A.1.1
- Construction
- Commissioning, Training, Closeout
- Warranty

West Wendover Cost Proposal Breakdown

Fire Station	\$	6,500,000
Rec Center	\$	10,500,000
Total	\$	17,000,000

Hogan Design Builder Fee	\$	850,000	5%
Fire Station	\$	325,000	5%
Rec Center	\$	525,000	5%

VCBO A&E Design Architecture Fee	\$	1,105,000.00	6.50%
Fire Station	\$	422,500.00	6.50%
Rec Center	\$	682,500.00	6.50%

Hogan Precon Total	\$	55,000
Fire Station	\$	25,000
Rec Center	\$	30,000

*this is not intended to be a reimbursable contract

West Wendover Cost Proposal

Phase 1A Costs to DD

Design Builder fee \$ 850,000
 Phase 1A Precon \$ 464,000

Fire Station \$ 6,500,000
 Rec Center \$ 10,500,000
 Total \$ 17,000,000

Hogan Fee \$ 850,000 5%
 Fire Station \$ 325,000 5%
 Rec Center \$ 525,000 5%

Hogan Precon Total \$ 55,000 \$ 22,000 40%
 Fire Station \$ 25,000 \$ 10,000 40%
 Rec Center \$ 30,000 \$ 12,000 40%

VCBO Fee \$ 1,105,000.00 6.50% \$ 442,000.00 40%
 Fire Station \$ 422,500.00 \$ 169,000.00 40%
 Rec Center \$ 682,500.00 \$ 273,000.00 40%

SD = 15%
 DD = 25%

VCBO Construction Documents

Fire Station \$ 169,000.00 40%
 Rec Center \$ 273,000.00 40%

CD = 40% to be included in schedule of Values
 CA = 20%

VCBO CA \$ 84,500.00 20%
 Fire Station \$ 136,500.00 20%
 Rec Center



XI. List of Attachments to the RFP

D. EXHIBIT C – PHASE 1 AND 2 SCOPE OF WORK

City of West Wendover
Fire Station & Optional Community and Recreation Center
RFP Attachment E

DESIGN BUILDER CLARIFICATION AND SUMMARY OF PHASING

Our proposal is based on the following phasing for the project:

PHASE 1 = PRECONSTRUCTION

Phase 1A = From contract execution to 30% Design Development, including Target Budget

Phase 1B = 30% DD approval by Owner through Final Design documents, subcontractor bidding and Stipulated Sum Price proposal

PHASE 2 = CONSTRUCTION

Approval of Stipulated Sum Price proposal, Notice to Proceed & Execution of Exhibit A Design-Build Amendment with Stipulated Sum option selected in Section A.1.1

Construction

Commissioning, Training, Closeout

Warranty

ATTACHMENT E

EXHIBIT C PHASE 1 PRECONSTRUCTION AND PHASE 2 CONSTRUCTION SCOPE OF WORK

City of West Wendover

Fire Station and Optional Community and Recreation Center

PHASE 1 PRECONSTRUCTION - PROGRAM VALIDATION PERIOD SCOPE OF SERVICES

1.01 SUMMARY OF WORK

- A. This Section sets forth the Scope of Work, the Deliverables, and the execution activities for Phase 1 Preconstruction.

1.02 PHASE 1 PRECONSTRUCTION SCOPE

- A. Design Builder shall review, analyze, and validate the Owner Provided Information, the Initial Basis of Design Documents, and the Project Schedule.
- B. Design Builder shall conduct such site investigations, environmental assessments, review of regulatory and legal authority and restrictions, and all other actions and review and assess other information as reasonably necessary to verify and validate the Owner Provided Information.
- C. Design Builder shall review, analyze and validate the concepts for the Project elements as shown in the Initial Basis of Design Documents. In addition, Design Builder shall work collaboratively with the Owner and the Stakeholders to examine whether new concepts will better maximize the Owner's Project Goals and achieve Design Excellence, and if approved by the Owner, further develop such new concepts and incorporate them into the Project.
- D. ~~Reserved Design Builder will study the sustainability objectives as stated in the Initial Basis of Design Documents to endeavor to achieve USGBC LEED Silver~~

~~certification.~~

- E. Design Builder shall engage and work collaboratively with the Owner and the Project Stakeholders to obtain input regarding the Project design and functionality, as well as other major Project elements and to develop the Final ~~Basis of~~ Design Documents.
- F. Design Builder shall engage and work collaboratively with the Owner and the Project Stakeholders to progress the design to a sufficient state to develop the Final ~~Basis of~~ Design Documents, the Stipulated Sum ~~Guaranteed Maximum~~ Price, and the Project Schedule. The timing of the Phase 1A Report, the ~~GMP~~ Stipulated Sum Price Proposal and the percentage complete of the designs and specifications will be jointly determined by the Owner and the Design- Builder.
- G. Design Builder shall provide the Deliverables during Phase 1 Preconstruction as set forth in Sections 2.01.A. and B. herein and RFP Section VII.C.3. Deliverables shall be provided in a format acceptable to the Owner. Design Builder must utilize the

following programs, as applicable:

- H. At the conclusion of Phase 1A the Design-Builder shall provide the deliverables set forth herein, including the Phase 1A Report.
- I. At the conclusion of Phase 1 Preconstruction the Design Builder shall prepare a GMP-Stipulated Sum Price Proposal that includes all Phase 1B 2 Deliverables and is consistent with any modifications and/or clarifications to the Initial Basis of Design Documents as set forth in Section 2.01.D herein.

1.03 VALIDATION OF INFORMATION.

- A. During Phase 1A, Design Builder shall perform such assessments, reviews and investigations of the Owner Provided Information, as determined by Design Builder to be reasonably necessary to validate the Owner Provided Information, the Commercial Terms and the Owner Project Requirements. Additional reviews, assessments and investigations of Owner Provided Information shall include, if reasonably necessary, the following:
 - 1. Verification that the As-Built drawings and other architectural and engineering drawings, plans and specifications are correct,
 - 2. Constructability, including proposed methods of construction, of the proposed structures in the Initial Basis of Design Documents,
 - 3. Verification of the architectural, engineering and other assumptions and calculations in any Owner Provided Information,
 - 4. Examination and verification of actual site conditions as set forth below,
 - 5. Reserved Verification of any surveys,
 - 6. Review and assessment of all applicable legal and regulatory rules and restrictions on the Project, including consultation with permit authorities regarding their requirements.
 - 7. Verification and validation of assumptions regarding the establishment of the Commercial Terms, including but not limited to the Stipulated Sum Price GMP, the Project Schedule, and the Final Basis of Design Documents.
- B. Design Builder shall perform site investigations as necessary to assist the Owner for Design Builder to verify the Owner Provided Information and to validate the Commercial Terms and the Owner Project Requirements. Design Builder shall assist the Owner by visiting the Site and to examine thoroughly and understand the nature and extent of the Work, site, locality, actual conditions, as-built conditions, and all local conditions and federal, state, and local laws and regulations that in any manner may affect cost, time, progress, performance or furnishing of the Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Design Builder and safety precautions and programs incident thereto. Such additional investigations shall be conducted to assist the Owner to

| sufficiently identify or characterize utility locations, site conditions,
contaminated

materials, and observable or concealed conditions in the existing facilities, including but not limited to the following:

1. Develop requirements for survey by the Owner and submit them to the Owner at least two (2) weeks prior to the need for the survey results.
2. Undertake surveys, investigations and analysis to provide necessary data and information for project design including sufficient information to evaluate design alternatives.
3. Perform soils sampling, testing, and analysis to provide necessary data and information for Project design and provide a final Geotechnical Report. Test for contamination during this process.
4. Subsurface investigation work, including the disturbance of existing vegetation, cannot proceed until all required permits have been obtained.

C. ~~Reserved Design Builder will conduct or obtain and understand all such examinations, investigations, explorations, tests, reports and studies, in addition to or to supplement those referred to above, that pertain to the subsurface conditions, as built conditions, underground facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, time, progress, performance or furnishing of Work, as Design Builder considers necessary for the performance or furnishing of Work for the Commercial Terms and in accordance with the Owner Project Requirements as well as other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required from the Owner by Design Builder for such purposes.~~

D. All reports or analyses ~~received generated~~ by Design Builder's related to testing, inspections, and investigations, including but not limited to geotechnical evaluations and hazardous materials studies, shall be provided to the Owner promptly, within seven (7) business days, after such reports are analyzed and generated

E. Design Builder shall be responsible for ensuring that its design documents and construction work accurately conforms to, and interfaces with, the existing conditions and shall not request a change or claim for unforeseen or concealed conditions except as provided under the provisions of the contract. The Owner hereby recognizes that the Design Builder is not liable in its design or price for unforeseen or concealed conditions and will review in good faith any request for change or claim for unforeseen or concealed conditions.

1.04 DEVELOPMENT OF FINAL ~~BASIS OF~~ DESIGN DOCUMENTS

A. Design Builder shall manage the design process in a collaborative, efficient, and coordinated manner and conduct design workshops as required by the Contract Documents. The Final ~~Basis of~~ Design

Documents will establish the scope of the Work and provide the basis for the GMP Stipulated Sum Price. The Final ~~Basis of~~ Design Documents must be consistent with the Initial Basis of Design Documents, unless the Owner has consented to modify its requirements in writing through a Change Order, Field Directive, or other written means allowed by the Contract Documents.

- B. Design Builder shall provide for an orderly and timely approval process by the Owner and third parties, document review comments from the Owner and third parties, and take appropriate action.
- C. The Owner will review and comment on the Design Materials in a timely fashion. The Design-Builder will allow adequate time for the Owner to review the Design Materials, which shall not be less than 15 business days.
- D. Design Builder shall submit a written response to the Owner's design review comments, describing the action taken for each comment. Design Builder shall, in a timely fashion, bring to the attention of the Owner areas where new technologies or Design-Build processes may require modifications to these requirements.
- E. By submitting Design Materials, Design Builder represents to the Owner that the Design Materials may be designed and constructed for the then current Commercial Terms and in accordance with the Initial Basis of Design Documents. Notwithstanding the above, Design Builder may propose Designs, Plans or other Submissions that may alter a Commercial Term or the Initial Basis of Design Documents; however, with any such Design Materials, Design Builder must provide notice pursuant to Section 10 of the General Conditions.

1.05 DEVELOPMENT OF STIPULATED SUM PRICE PROPOSAL ~~Guaranteed Maximum Price (GMP)~~

- A. The forecasting and development of accurate project cost estimates throughout each phase of the Project is vital to the Owner's financial management strategy. The Owner relies on the Design Builder to provide and validate current and detailed cost estimates and forecasts that will be incorporated into the overall cost controls for the Owner.
- B. Throughout the Project, Design Builder will update estimates and forecasts and provide data to the Owner to reflect real time information. Design Builder will provide all pricing, estimates and other data used to develop the Target Budget and Stipulated Sum Price Proposal Commercial Terms on an open and transparent basis. ~~The project controls system used by the Design Builder shall be acceptable to the Owner and will be capable of being broken down and reported in a number of different work breakdown structures, including but not limited to organizing the financial data by cost element codes, subcontracts, vendors, Construction Document packages, etc.~~
- C. The Design Builder and Owner will work collaboratively to coordinate the development of the Stipulated Sum Price GMP with the development of the Final ~~Basis of~~ Design Documents as well as the Project Schedule so that the

| Owner may obtain an accurate Stipulated Sum Price ~~GMP~~ within the Project Budget.

1.06 DEVELOPMENT OF PROJECT SCHEDULE

- A. The forecasting and development of the Project Schedule, including but not limited to the project phasing and Schedule of Values, is a vital element of the Design Builder's ability to deliver this Project in a timely fashion. The Owner will rely on the Design Builder's scheduling information to coordinate with its Stakeholders, schedule activities in and around the Project, and manage its campus.
- B. Design Builder shall provide the Owner with frequent updates to the project schedule in a format acceptable to the Owner.

~~PART 2~~ PHASE 1 PRECONSTRUCTION DELIVERABLES

2.01 SUBMITTALS

- A. Submittals After Phase 1 Preconstruction Notice to Proceed: Design Builder shall provide the following Submittals within 15 days after the Notice to Proceed ~~for with~~ Phase 1 Preconstruction, unless otherwise noted in Phase 1 Preconstruction Schedule.
 - 1. Phase 1 Preconstruction Schedule pursuant to Section 2.02.A.
 - 2. ~~Reserved Electronic Data Protocol pursuant to 2.03.A.~~
 - 3. Preliminary Schedule of Values for the Project Budget pursuant to Section 2.05.A.
 - 4. Subcontractor Procurement Procedure pursuant to Section 2.06.A
 - 5. Project Safety and Job Hazard Analysis pursuant to Section 2.07.A.
- B. Submittals During Phase 1 Preconstruction: Design Builder shall provide the following submittals.
 - 1. On a monthly basis:
 - a. Updates to the Phase 1 Preconstruction Schedule, Schedule of Values and Project Schedule pursuant to Section 2.02.B.
 - b. Design Materials Packages pursuant to Section 2.04.A.
 - c. Preliminary estimating information pursuant to Section 2.05.B.
 - d. ~~Reserved Updates to LEED check list.~~
- C. Phase 1A Report: At the conclusion of Phase 1A, the Design-Builder shall provide a report with the following Deliverables:
 - 1. 30 percent design for Fire Station and Optional Community and Recreation Center
 - 2. A Target Budget pursuant to Section 2.05.C, including the following:

- a. If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis.
 - b. If applicable, a list of all Not to Exceed Amounts and the information required pursuant to Section 6.4.2 of the Agreement.
 - c. If applicable, a list of Lump Sums and the information required pursuant to 6.4.3 of the Agreement.
 - d. If applicable, a schedule of unit prices.
 - e. Updated Schedule of Values pursuant to Section 2.05.B.
3. Project Schedule pursuant to Section 2.02.D.
 4. Subcontractor Procurement Procedure pursuant to Section 2.06
 5. Project Phasing/Staging Analysis pursuant to Section 2.08.
 6. Permitting Strategy Plan pursuant to Section 2.09
 7. Small Business Participation/Outreach Plan pursuant to Section 2.10.
 8. QA/QC Plans pursuant to Section 2.11.
 9. Differing Site Conditions Report pursuant to Section 2.13.
 10. Approach to percent for the Arts program including procurement of artists.
 11. ~~Reserved Approach to reach the City's 10% SWMBE participation goal.~~

D. ~~Stipulated Sum Price GMP~~ Proposal: At the conclusion of Phase 1 ~~Preconstruction~~, Design Builder shall provide a ~~Stipulated Sum Price GMP~~ Proposal that includes the following Deliverables.

1. Proposed ~~Stipulated Sum Price GMP~~ pursuant to Section 2.05.D, including the following
 - a. If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis.
 - b. If applicable, a list of all Not to Exceed Amounts and the information required pursuant to Section 6.4.2 of the Agreement.
 - c. If applicable, a list of Lump Sums and the information required pursuant to 6.4.3 of the Agreement.
 - d. If applicable, a schedule of unit prices.
2. Final ~~Basis of~~ Design Documents pursuant to Section 2.04.C.
3. Updated Project Schedule pursuant to Section 2.02.E.

- 4. Updated Schedule of Values pursuant to Section 2.05.B.

5. A list of the assumptions and clarifications made by the Design- Builder in preparation of the Stipulated Sum Price GMP-Proposal.
6. Contract Close-Out Plan pursuant to Section 2.12.

2.02 SCHEDULES

- A. Phase 1 Preconstruction Schedule. By the date set forth in Section 2.01A herein, Design Builder shall provide a Phase 1 Preconstruction Schedule.
 1. Phase 1 Preconstruction Schedule shall show the activities of the Owner and Design Builder necessary to meet Phase 1 Preconstruction requirements and shall separate activities between Phases 1A and 1B.
 2. Phase 1 Preconstruction Schedule shall be updated periodically with the level of detail for each schedule update reflecting the information then available.
 - a. During Phase 1 Preconstruction, Design Builder will establish the timing for schedule Updates with acceptance from the Owner, but such updates shall happen no less than monthly.
 3. If an update to Phase 1 Preconstruction Schedule indicates that a previously approved milestone will not be met, Design Builder shall submit a corrective action plan and recovery schedule to the Owner pursuant to the Contract Documents.
- B. Preliminary Project Schedule. Pursuant to Section 2.01.A, within 15 days of the Notice to Proceed for Phase 1 Preconstruction, Design Builder shall submit a Preliminary Project Schedule that reflects Design Builder's sequence of design, procurement and construction activities including the interrelationships of the Demolition and Construction Packages.
 1. The Preliminary Schedule shall show the activities of the Owner and Design Builder necessary to meet the Project completion requirements.
 2. The Preliminary Schedule shall be updated periodically monthly with the level of detail for each schedule update reflecting the information then available.
 - a. During Phase 1 Preconstruction, Design Builder will establish the timing for schedule Updates with acceptance from the Owner.
 - b. Design Builder shall also provide updates during the development of the Final ~~Basis-of~~-Design Documents.
 3. If an update to the Preliminary Schedule indicates that a previously approved milestone will not be met, Design Builder shall submit a corrective action plan and recovery schedule to the Owner pursuant to the Contract Documents.
- C. Design Builder shall meet with the Owner to review the Preliminary Schedule and updates. In the event that the Owner has any comments relative to the Preliminary Schedule or Schedule Updates or finds any inconsistencies or

| inaccuracies in the information presented, it shall give

prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the Preliminary Schedule, its basis, or both. The parties will work collaboratively to make adjustments in the Final ~~Basis of~~ Design Document, the Project Schedule, or Stipulated Sum Price GMP to fit within the Owner's objectives.

- D. With the Phase 1A Report, Design Builder shall provide a Project Schedule that will incorporate the Preliminary Schedule developed collaboratively during Phase 1A along with any updates to the schedule.
- E. With the Stipulated Sum Price GMP Proposal, Design Builder shall provide a Project Schedule that will incorporate the Preliminary Schedule developed collaboratively during Phase 1B along with any updates to the schedule.
- F. All schedules must be in the format of a Critical Path Method (CPM) ~~Resource loaded~~ schedule as set forth below.
- G. Critical Path Method (CPM) ~~Resource loaded~~ schedule
 - 1. The CPM Schedule will contain the following
 - a. All tasks required to complete the scope of work for the project.
 - b. Durations for all tasks in the project schedule.
 - c. Logical ties and sequence of work for every task in the schedule.
 - d. ~~Reserved Resources for project hours and major material quantities for site construction.~~
 - 2. Project Schedule shall be detailed and organized according to pre-defined Design-Builder's WBS that is developed in the Scope Management Plan. The project schedule will include all activities and relationships identified in the Design-Builder's Scope of Work Narrative. Each major area of work within Design-Builder's scope shall be represented by activities in the schedule.
 - 3. Design-Builder shall prepare a detailed ~~baseline resource loaded~~ CPM Project Schedule in accordance with this specification. The schedule shall be submitted to the Owner for their review. The detailed schedule shall reflect, at a minimum, engineering, procurement, construction, fabrication, and delivery activities for each piece of procured equipment, key drawing release dates by discipline, and logic and interrelationships between activities so that a logical progression of the work is depicted. Project Milestones shall also be included in schedule.
 - 4. Design-Builder ~~and subcontractors~~ shall meet with the Owner to review and approve the detailed CPM baseline Project Schedule.
 - 5. Once the detailed project schedule has been approved by the Owner, Design-Builder will establish a baseline schedule. Thereafter Design-Builder shall advise the Owner of any proposed

Critical Path Schedule changes and promptly provide the Owner with any revisions thereto and recovery plans as required to meet the contractual dates.

6. Schedule Validity and Content

- a. Prepare schedules in a format acceptable to the Owner.
- b. Contain Work Breakdown Structure coding matching deliverables and work packages.
- c. Schedule will reflect all deliverables and tasks mention in the Scope of Work narrative.
- d. Schedules shall be coded for grouping by engineering, procurement, construction, and commissioning
- e. ~~Reserved Project schedule activities that Design-Builder is responsible for performing shall be resource loaded with engineering and procurement activities. Construction activities shall be resourced loaded 60 days prior to site mobilization.~~
- f. ~~Reserved Resource loading for project hours and major material quantities for site construction.~~
- g. ~~Reserved Engineering, procurement and construction activities shall be included, such that Project staffing requirements can be determined or verified with schedule. The original resource-loaded construction schedule shall form basis for progress reporting, and payment.~~
- h. Schedules shall be provided in a format acceptable to the owner on a monthly basis.
- i. Complete sequence of engineering, procurement and construction by activity.
- j. ~~Reserved Schedules will be reported and calculated using retained logic. No progress override.~~
- k. An unlocked and searchable PDF of monthly schedule with the following
 - (1) ~~Reserved Columns showing (Activity ID, Activity Description, Original Duration, Remaining Duration, Activity Percent Complete, Start, Finish, Total Float, Baseline Start, Baseline Finish, Baseline Finish Variance, and Predecessors/Successors)~~
 - (2) Gantt chart illustrating schedule activities start and finish dates, baseline planned progress, actual earned progress, and critical tasks.

- l. ~~Reserved No open ends with the exception of one predecessor open end for starting the project and one successor open end for completing the project.~~
- m. ~~Reserved No out of sequence logic.~~
- n. Critical path for DESIGN-BUILDER's schedule activities.

7. Major Milestone Dates

- a. NTP
- b. Outage Dates
- c. Major Material Delivery
- d. Major Submittals
- e. Design Reviews
- f. Mobilization Dates
- g. Inspection Dates
- h. Substantial Completion Dates
- i. Performance Test Dates
- j. Final Completion Dates

2.03 ~~RESERVED ELECTRONIC DATA PROTOCOL~~

A. ~~Reserved Electronic Data Protocol~~

- 1. ~~Reserved Owner and Design Builder shall develop an appropriate Electronic Data Protocol pursuant to Article 12 of the General Conditions.~~
- 2. ~~Reserved Design Builder shall provide the Electronic Data Protocol by the date set forth in Section 2.01.A.~~

2.04 DESIGN DELIVERABLES

A. Preliminary Design Materials. As Design Builder develops the Final ~~Basis of~~ Design Documents, Design Builder shall collaborate with the Owner to submit and review the Preliminary Design Materials that will be incorporated into the Final ~~Basis of~~ Design Documents. The Preliminary Design Materials will be submitted pursuant to the Phase 1 Preconstruction Schedule.

- 1. Design Builder shall coordinate with the Owner to determine the schedule for submission of preliminary Design Materials Packages to review collaboratively with the Owner. Design Builder shall schedule the review of the Design Materials Packages such that the review of each package submitted is of reasonable scope for prompt and thorough review by the Owner.

2. Design Builder shall highlight any material differences between the Final ~~Basis-of~~ Design Documents as they are being developed and the Initial Basis of Design Documents.
 3. In the event that the Owner has any comments relative to the Design Materials or finds any inconsistencies from the Initial Basis of Design Documents or inaccuracies in the Design Materials, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the proposed Final ~~Basis-of~~ Design Documents.
 4. The parties will work collaboratively to make adjustments in the Design Materials and in the proposed Final ~~Basis-of~~ Design Documents to fit within the Owner's Project Goals.
- B. 30 Percent Design.
1. With the Phase 1A Report, the Design-Builder shall provide a 30 percent design for the Project, including but not limited to the following elements:
 - a. 30 Percent Design Documents for Fire Station
 - b. 30 Percent Design Documents for Community & Recreation Center
 - c. 90 Percent Design /Permit Documents for any Temporary Facilities
 - d. Development Plan for the ~~Final Basis-of~~ Design Documents to be submitted with the Stipulated Sum Price GMP Proposal, which includes the required deliverables for each facility.
 2. The Owner and Design-Builder shall work collaboratively to develop the 30 Percent Design Documents shall include the elements set forth below.
- C. Final ~~Basis-of~~ Design Documents. The Owner and Design Builder shall work collaboratively to develop the Final ~~Basis-of~~ Design Documents provided as part of the Stipulated Sum Price GMP Proposal. The deliverables of the Final ~~Basis-of~~ Design Documents to be submitted with the Stipulated Sum Price GMP Proposal shall be determined during Phase 1A and shall include at a minimum the following documents and set forth the assumptions and clarifications on which the Stipulated Sum Price GMP Proposal and Project Schedule are based.
- D. Milestone Design Deliverables. The 30 Percent Design Documents and the Final ~~Basis-of~~ Design Documents shall be referred to as "Milestone Design Deliverables" and shall contain the following elements:
1. Project Manual, which shall set forth both the general objectives for the Owner, as well as specific uses for each of the project elements set forth in the Initial Basis of Design Documents.
 2. Major building elements and components including but not be

| limited to the following.

- a. Concept, Character, and Principals
- b. Landscape Plan
- c. Existing Site Photos
- d. Site Plan and Access;
- e. Massing Plan
- f. Exterior Elevations
- g. Floor Plate Stacking
- h. Building Sections
- i. Building Entries and Circulation
- j. Solar Orientation
- k. Floor Plans
- l. Proposed Materials and Color Palette
- m. Parking Concept
- n. Narrative
- o. Renderings (Exterior/Interior)
- p. Vehicular turning templates for the fire trucks/ladder to ensure that the movements work within the site as well as getting out of the site
- q. All required elements to obtain permit documents for Temporary Facilities

3. Design-Builder must have written approval from the Owner to proceed with the project after submission of each of the Milestone Design Deliverables set forth above.
4. Design Builder shall schedule the review of the Construction Packages such that the review of each package submitted is of reasonable scope for prompt and thorough review by the Owner.
5. Design Builder shall highlight any material differences and developments between the Initial Basis of Design Documents, any interim Design Materials, and the Final ~~Basis of~~ Design Documents as the Final ~~Basis of~~ Design Documents are being developed.
6. In the event that the Owner has any comments relative to the Design Materials or finds any inconsistencies from the Initial Basis of Design Documents or discovers inaccuracies in the Design Materials, the Owner shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the proposed Final ~~Basis of~~ Design Documents.

7. The parties will work collaboratively to make adjustments in the Design Materials and in the proposed 30 Percent Design Documents and Final ~~Basis of~~ Design Documents to fit within the Owner's Project Goals as well as the Stipulated Sum Price Proposal GMP and Schedule established in the GMP Amendment Agreement Exhibit A, Design-Build Amendment.
8. Performance Specifications, which shall set forth the specific requirements for the project and identification of each major system, including but not limited to the following:
 - a. Mechanical, electrical and plumbing systems
 - b. Structural capacities and requirements
 - c. Warranty obligations
 - d. Operations and maintenance requirements
9. ~~Reserved Sustainability Requirements and Plan. Design Builder shall manage environmental issues and implement and document sustainability goals set forth in the GMP Amendment, the Project's Leadership in Energy and Environmental Design (LEED) requirements, including but not limited to:
 - a) outline Subcontractor requirements for Sustainability in the subcontract bid documents; b) monitor the submittal process to ensure compliance with Sustainability goals; c) train Subcontractors in Sustainability requirements; d) review design changes during construction for Sustainability impacts and inform Owner of impacts; e) ensure installed products are compliant with the Sustainability requirements; and f) assemble and maintain records to document Sustainability goals compliance.~~

2.05 TARGET BUDGET AND STIPULATED SUM PRICE PROPOSAL GMP

A. Preliminary Schedule of Values

1. Preliminary Schedule of Values. Within 15 days of the Notice to Proceed ~~for with~~ Phase 1 Preconstruction, Design Builder shall submit a preliminary Schedule of Values for the Project in such a form and supported by such data to substantiate its accuracy in reflecting the breakdown for administrative and payment purposes as the Owner may require. The Schedule of Values shall be further organized to conform to the Construction Specifications Institute (CSI) standard format for divisions and sections.
2. With the submission of Design Materials Packages, Design Builder shall provide preliminary estimates of costs associated with the Design Materials in a format acceptable to the Owner that will be incorporated into the Stipulated Sum Price Proposal GMP.
3. The preliminary estimates shall be provided on a bi-weekly basis and

shall be updated with new information as Design Builder develops and finalizes the Stipulated Sum Price Proposal ~~GMP~~.

B. Schedule of Values and Cost Model

1. ~~Schedule of Values. On a monthly basis, Design Builder shall provide an updated Schedule of Values for the Work and progress schedule Gantt Chart with actual start and/or finish dates and percentages complete. Updates shall compare the planned progress from baseline schedule with actual progress from the current schedule. The Schedule of Values shall be in conformance with the requirements below and in such a form and supported by such data to substantiate its accuracy in reflecting the breakdown for administrative and payment purposes as the Owner may reasonably require. The Schedule of Values shall be further organized to conform to the Construction Specifications Institute (CSI) standard format for divisions and sections.~~
2. Schedule of Values Requirements
 - a. Submit to Owner schedule of values allocated to various portions of work.
 - b. Submit to Owner an updated progressed CPM Schedule will substantiate the % complete of each task.
 - c. Schedule of values shall be used as basis for Design-Builder's Applications for Payment, as well as, a basis for identifying savings and overruns at the end of the project.
3. Sum of all values listed in schedule shall equal total Stipulated Contract Sum.~~GMP Contract Price.~~
4. ~~Each item shall include directly proportional amount of Design- Builder's fee, as applicable shall be listed as a separate line item.~~
5. Schedule of Values Form and Content
 - a. Schedule of Values will be provided in a format acceptable to the Owner.
 - b. Title of Project and location.
 - c. Project number.
 - d. Date of submission.
 - e. Schedule of Values columns will contain at a minimum the following information
 - (1) Line Item # - Corresponding back to the WBS
 - (2) Line Item Description
 - (3) ~~Budgetary Cost~~ Scheduled Amount
 - (4) Current Period % Complete
 - (5) Current Period ~~Cost~~Amount
 - (6) Job to Date (JTD) % Complete

(7) JTD ~~Cost~~Amount Billed

- (8) Variance Column Representing ~~Budgetary Cost Minus JTD Cost~~ remaining amount for the line item.
6. ~~Reserved Cost Model. Within 8 weeks of the Notice to Proceed with Phase 1, Design Builder shall provide a Cost Model, for the Owner's review and acceptance.~~
- a. ~~Reserved. The Cost Model shall, at a minimum, provide the following information:~~
- (1) ~~Reserved List for all Design and Construction Packages organized by CSI;~~
- (2) ~~Reserved Estimated base bid amounts for all Construction Packages;~~
- (3) ~~Reserved Construction Package Allowances.~~
- b. ~~Reserved Design Builder shall utilize a project controls management system (PCMS) that will be reviewed for acceptance to the Owner.~~
- c. ~~Reserved Estimates and forecasts within the Cost Model will need to have the capability to be broken down and reported on in many different formats. These formats may include organizing the estimate by different projects, project funding types, Owner cost element codes, contracts, vendors, Construction Package Sets, Construction Packages, etc. Design Builder shall collaborate with the Owner to determine the appropriate Work Breakdown Structure that will be used for the development of the Cost Model and all Project cost estimates.~~
- d. ~~Reserved In developing its Construction Package Plan, Design Builder shall coordinate with the Owner to determine a packaging strategy deemed advantageous to all parties. The agreed upon packaging strategy will be incorporated into the Cost Model and Project schedule.~~
- e. ~~Reserved On a bi-weekly basis, Design Builder shall update estimates and forecasts as data becomes available to reflect real time information. The Owner will rely on this real time information for accuracy of overall Owner cost forecasts across all Owner projects.~~
7. Work Breakdown Structure (WBS)
- a. The Work Breakdown Structure (WBS) is a task-oriented division of work necessary to engineer, procure, and construct the Project. It categorizes successively smaller tasks, in order to achieve scope, schedule, and budget control at the most practical level.

- b. Design-Builder will develop a WBS structure at the completion of Phase 1A. Design-Builder will work with the Owner to develop a mutual compatible WBS system to satisfy the intent of the project. The WBS structure will represent the Design-Builder's entire scope for the project, broken down into manageable deliverables or work packages. This Hierarchy will be used to organize the project's scope narrative, the project's schedule, and the project's budgeted Schedule of Values (SOV). This will not be presented as a list of deliverables but as breakdown of work packages and their deliverables. The WBS structure will be provided in a format acceptable to the Owner.

8. Reserved Scope of Work Narrative

- a. ~~Reserved Design-Builder will develop, from the Work Breakdown Structure, a Scope of Work Narrative for the project before Phase 2 is approved. This document will provide a description of the work to be done for each WBS work package. This document will identify the Design-Builder's general understanding of the project, as well as, provide a description of the work that will be done, and deliverables that will be produced for work packages in the WBS. A narrative for each work package will include, but is not limited to the following:~~
- b. Reserved Narrative of work to be performed
- c. Reserved List of major deliverables
- d. Reserved List of information needed (if any) from Utilities, or other stakeholders outside of the Contract to perform the work.

C. Target Budget

- 1. With the Phase 1A Report, Design-Builder shall prepare and submit a Target Budget to the Owner, in a format acceptable to the Owner, reflecting the Target Budget for the Project. ~~on an open book basis.~~ The Target Budget shall include:
 - a. The Design-Builder's Fee Percentage,
 - b. The Cost of the Work as defined in Section ~~A.5.6.3~~ of the Agreement, Exhibit A Design-Build Amendment
 - c. If applicable, any Allowance established by the Parties pursuant to Section 6.4.1 of the Agreement.
 - d. Contingencies established pursuant to Section 6.4.4 of the Agreement.
- 2. In support of the proposed Target Budget, Design Builder shall provide:

- a. A list of Not to Exceed Amounts and the information required in Section 6.4.2 of the Agreement.
 - b. A list of Lump Sums and the information required in Section 6.4.3 of the Agreement.
 - c. A list of the assumptions and clarifications made by Design Builder ~~in the preparation of the GMP~~ to supplement the information contained in the 30 Percent Design Documents.
 - d. All material changes from the Initial Basis of Design Documents and Design Builder's Proposal and the costs associated with such changes.
 3. Design Builder shall meet with the Owner to review the proposed Target Budget. In the event that the Owner has any comments relative to the proposed Target Budget or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the proposed Target Budget, its basis, or both. The parties will work collaboratively to make adjustments in the 30 Percent Design, Project Schedule, or Target Budget to meet the Owner's objectives.
- D. Establishment of the Stipulated Sum Price GMP.
1. With the Stipulated Sum Price GMP Proposal, Design Builder shall prepare and submit a proposed Stipulated Sum Price GMP to the Owner, in a format acceptable to the Owner, reflecting Design Builder's total cost for the Project on a stipulated sum basis, an open book basis. The Stipulated Sum Price GMP shall include:
 - a. Design Builder's Lump Sum Fee as defined in Section 6.2.3 of the Agreement and established in the Agreement Exhibit A, Design-Build GMP Amendment.
 - b. The Cost of the Work as defined in Section A.56-3 of the Agreement, Exhibit A Design-Build Amendment.
 - c. If applicable, any Allowance established by the Parties pursuant to Section 6.4.1 of the Agreement.
 - d. Contingencies established pursuant to Section 6.4.4 of the Agreement.
 - e. Reserved If applicable, Incentive Payments to the Design Builder
 2. In support of the proposed Stipulated Sum Price GMP, Design Builder shall provide:
 - a. A list of Not to Exceed Amounts and the information required in Section 6.4.2 of the Agreement.
 - b. A list of Lump Sums and the information required in Section

6.4.3 of the Agreement.

c. A list of the assumptions and clarifications made by Design Builder in the preparation of the ~~Stipulated Sum Price GMP~~ to supplement the information contained in the Final ~~Basis of~~ Design Documents.

- d. All material changes from the Initial Basis of Design Documents and Design Builder's Proposal and the costs associated with such changes.
 - E. Design Builder shall meet with the Owner to review the Stipulated Sum Price proposal ~~proposed GMP~~. In the event that the Owner has any comments relative to the Stipulated Sum Price proposal ~~proposed GMP~~ or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the proposal ~~proposed GMP~~, its basis, or both. The parties will work collaboratively to make adjustments in the Final ~~Basis of~~ Design Documents, Project Schedule, or Stipulated Sum Price proposal ~~GMP~~ to meet the Owner's objectives.
- 2.06 SUBCONTRACTOR PROCUREMENT PROCEDURE
- A. By the date set forth in Section 2.01A herein, Design Builder shall submit for approval the Subcontractor Procurement Procedure as required in Section 2.8 of the General Conditions.
- 2.07 PROJECT SAFETY AND JOB SITE HAZARD ANALYSIS
- A. By the date set forth in Section 2.01A herein, Design Builder shall submit it's Safety Program for the project to the Owner. ~~a Project Safety and Job Site Hazard Analysis for the activities associated with Phase 1.~~
 - B. ~~Reserved With GMP Proposal, Design Builder shall submit a Project Safety Plan with Job Site Hazard Analyses addressing all phases of the project after Phase 1.~~
 - C. No ~~field investigation or construction~~ Phase 2 Construction activities will be authorized without acceptance of safety plans program as required for the Work.
- 2.08 PROJECT PHASING /STAGING ANALYSIS
- A. With the Phase 1A Report, Design Builder shall provide a Project Phasing and site logistics plan, analysis for all Permanent and Temporary Facilities.
 - B. ~~Design Builder shall provide a Phasing/Staging analysis for the Temporary Facilities that includes Demolition and Construction Packages with detailed plans for design and construction activities~~ including the staging of construction materials and facilities.
- 2.09 PERMITTING STRATEGY PLAN:
- A. With the Phase 1A Report, Design Builder shall provide a Permitting Strategy Plan detailing the process for obtaining the building and site development permits for various phases of the project. During Phase

1A, Design Builder must meet with the applicable building officials and develop processes and timelines for plan check approvals.

- B. Design Builder shall coordinate with all authorities with jurisdiction over the Project for the approval of environmental mitigation measures.

2.10 SMALL BUSINESS PARTICPATION/OUTREACH PLAN

- A. ~~When soliciting subcontractor bids, Design Builder shall advertise in a local publication of general circulation and With the Phase 1A Report, Design Builder shall analyze the capabilities and capacity of small, regional, and local firms that respond to the advertisement for bids. and the projected manpower availability to determine and report on the percentage of the Work that such firms could reasonably be expected to perform during the Design, Preconstruction and Construction Phases of the Project.~~
- B. ~~Reserved Based on this analysis, Design Builder shall prepare an Outreach Plan, subject to the review and approval of the Owner.~~
- C. ~~Reserved As a minimum, the Outreach Plan shall include:~~
 - 1. ~~Reserved A complete definition of the efforts to be taken on the part of Design Builder to tailor design, preconstruction services and Construction Packages so as to be capable of being performed by small, local and/or regional consultants, designers, and/or subcontractors.~~
 - 2. ~~Reserved A description of the formal outreach process to be used to communicate the requirements of the Work with the small, local and/or regional consultants, designers and/or subcontractors.~~
 - 3. ~~Reserved The approach to procure consultants and subcontractors (e.g., open bid, prequalification, best value, etc.) to maximize participation by small, regional, and local firms.~~

2.11 QA/QC PLANS

- A. Prepare a Quality Management Plan (QMP) in accordance with the Contract requirements and submit it with the Phase 1A Report.
- B. Design Quality Management Plan.
 - 1. Design Quality Management Plan (DQMP): shall be developed in accordance with the requirements outlined in the Contract.
 - 2. ~~Reserved Design Quality Audits: Design Quality Assurance Manager shall audit all design packages for compliance with the requirements outlined in the DQMP.~~
 - 3. ~~Reserved Independent Technical Reviews: The Design Quality Assurance Manager will appoint appropriate technical staff to conduct Independent Technical Reviews of each design package. These reviews will occur concurrently with the Inter-Disciplinary Reviews and Constructability Reviews.~~

C. Construction Quality Management Plan.

1. Construction Quality Management Plan (CQMP): shall be developed in accordance with the requirements outlined in the contract.

2.12 CONTRACT CLOSEOUT PLAN

A. ~~The Project Manual shall include a section establishing the closeout requirements, including: With the GMP Proposal, Design Builder shall provide a Project Closeout Plan that integrates all aspects of project closeout proactively over the life of the project. The Closeout Plan will be a living document that will grow and expand as the design and construction progress. The Project Closeout Plan should include, but not be limited to mechanisms and procedures for:~~

1. Closeout provisions included in subcontract procurement documents
2. Phased completions and early subcontract closeouts
3. Commissioning
4. Warranties
5. Training
6. O&M Documentation
7. Record Documents
8. Cost Reconciliations
9. Permit and Regulatory Requirements

2.13 DIFFERING SITE CONDITIONS REPORT

A. With the Phase 1A Report, Design Builder shall provide a report of all Differing Site Conditions as defined in Section 4.2 of the General Conditions that are discovered during Phase 1A.

B. The Differing Site Conditions Report shall include the following information for each of the identified Differing Site Conditions identified in the Report.

1. The location of the Differing Site Condition;
2. A description of the Differing Site Condition that explains why it qualifies as a Differing Site Condition pursuant to Section 4.2 of the General Conditions;
3. The date the Differing Site Condition was discovered;
4. The impact of the Differing Site Condition on the Initial Basis of Design Documents, the Final ~~Basis of~~ Design Documents, and/or any cost impact Commercial Term, as applicable.

PHASE ~~1B 2~~ SCOPE OF SERVICES

2.01 SUMMARY OF WORK

- A. Unless the parties agree otherwise in writing, this Section sets forth the Scope of Work, the Deliverables, and the execution activities for Phase 1B 2.

2.02 PHASE 1B 2 SCOPE

- A. Design Builder shall complete the Final design documents and construction services as set forth in the for subcontractor bidding and establishing the Stipulated Sum Price Proposal~~GMP Amendment~~.
- B. Design Builder shall provide the deliverables set forth in this Attachment during the course of Phase 2. Deliverables shall be provided in a format acceptable to the Owner.

2.03 COMPLETION OF DESIGN

- A. Design Builder shall provide for an orderly and timely approval process by the Owner and third parties, document review comments from the Owner and third parties, and take appropriate action.
- B. The Owner will review and comment on the Construction Documents and other Design Materials in a timely fashion.
- C. Design Builder shall submit a written response to the Owner's design review comments, describing the action taken for each comment. Design Builder shall, in a timely fashion, bring to the attention of the Owner areas where new technologies or Design-Build processes may require modifications to these requirements.
- D. By submitting Design Materials, including but not limited to the Construction Documents, Design Builder represents to the Owner that the Construction Documents may be constructed for the then current Commercial Terms and in accordance with the Initial Basis of Design Documents and the Final ~~Basis of~~ Design Documents. Notwithstanding the above, Design Builder may propose Designs, Plans or other Submissions that may alter a Commercial Term or the Initial Basis of Design Documents; however, with any such Design Materials, Design Builder must provide notice pursuant to Article 9 of the General Conditions. The Construction Documents must be consistent with the Final ~~Basis of~~ Design Documents, approved Design Materials and the Design Log, unless the Owner has consented to modify its Requirements in writing through a Change Order, Field Directive, or other written means allowed by the Contract Documents.

2.04 SCHEDULE OF VALUES AND COST MODEL

- A. The forecasting and development of accurate project cost estimates throughout each phase of the Project is vital to the Owner's financial management strategy. The Owner relies on the Design Builder to provide and validate current and detailed cost estimates and forecasts that will be incorporated into the overall cost controls for the Owner. On a bi-weekly basis, Design Builder will continue

to

update estimates and forecasts in the format required above and provide data to the Owner to reflect real time information. Design Builder will provide all pricing, estimates and other data used to develop the Target Budget and Stipulated Sum Price proposal ~~Commercial Terms~~ on an open and transparent basis.

- B. The Schedule of Values and Cost Model must be consistent with the Phase 1A Amendment and the format required above, unless the parties have agreed on a Change to the terms set forth in the Agreement, Exhibit A Design-Build GMP Amendment pursuant to Article 9 of the General Conditions.

2.05 PROJECT SCHEDULE

- A. The forecasting and development of the project schedule, including but not limited to the project phasing and Schedule of Values, is a vital element of the Design Builder's ability to deliver this Project in a timely fashion. The Owner will rely on the Design Builder's scheduling information to coordinate with its Stakeholders, schedule activities in and around the Project, and manage its campus.
- B. Design Builder shall provide the Owner with frequent updates to the project schedule on a bi-weekly basis in the format required above for a scheduled completion within the parameters GMP established in the Agreement, Exhibit A Design-Build GMP Amendment.

2.06 PHASE 2 CONSTRUCTION SERVICES

- A. Design-Builder shall provide Construction Services and complete the construction of the Project pursuant to the Contract Documents.

2.07 COMMISSIONING, TESTING AND CLOSEOUT

- A. Design Builder shall provide commissioning, testing, and closeout of the Project pursuant to the Contract Documents.

PHASE 1B 2 DELIVERABLES

2.08 DELIVERABLES

- A. Design Builder shall provide the following Milestone Design Deliverable pursuant to the Project Schedule:
 - 1. 100% Construction Documents and Stipulated Sum Price Proposal for review and approval by the Owner.
 - 2. Design Builder shall not proceed with the project after submission of the 100% Construction Documents and the Stipulated Sum Price Proposal until it receives the Owner's written approval.
- B. Design Builder shall provide such other deliverables as set forth in the Contract Documents to successfully complete the Project.

Proposed New

EXHIBIT D COVID-19 PANDEMIC & SUPPLY CHAIN DISRUPTION

The Owner and Design Builder acknowledge that the United States of America is currently under a state of national health emergency due to the Covid-19 pandemic. The negative impact of the Covid-19 pandemic to (1) the manufacture and delivery of materials and equipment, and (2) to the availability of labor required for this project, are unknown and cannot be reasonably quantified at this time. Accordingly, it is agreed by the Owner that while Design Builder and its subcontractors will use reasonable efforts to prosecute the work required by the Contract Documents to completion, there can be no agreed to date of substantial completion, notwithstanding any language in any of the Contract Documents to the contrary. Owner agrees that Design Builder and its subcontractors shall be entitled to any and all contractual remedies provided under this Agreement Between Owner and Design Builder should the date of substantial completion be reached after the date of substantial completion date contemplated by the bidding documents. Owner also agrees to pay Design Builder and its subcontractors for any cost escalation to the manufacture and/or delivery of materials and equipment used for this project, above and beyond what was contemplated at the time the project was bid, that is reasonably attributable to the impact of the Covid-19 pandemic and related supply chain disruption.

B.