



OGDEN CITY CORPORATION

REQUEST FOR PROPOSAL

**Construction Manager/General Contractor (CMGC) Services for
the Merci Car Canopy Project**

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Cultural Services

October 9, 2025

OGDEN CITY CORPORATION

REQUEST FOR PROPOSAL

Construction Manager/General Contractor (CMGC) Services for the Merci Car Canopy Project

ADVERTISEMENT

Ogden City is requesting **sealed proposals from qualified Construction Manager/General Contractor (CMGC) firms** to provide **pre-construction and construction services** for the **Merci Car Canopy Project** located at **Union Station**, 2501 Wall Avenue, Ogden, Utah.

Proposal packets are available and may be obtained by downloading from the Ogden City website at <https://www.ogdencity.gov/264/Purchasing>. Proposers are responsible for securing any and all addenda issued.

A **mandatory** pre-proposal meeting will occur on **October 21, 2025, at 10 AM in-person** at 2501 Wall Ave. Ogden UT 84401. Attendance at the meeting is **required** to obtain relevant information concerning the RFP and submit a proposal.

Sealed copies of the proposals shall be submitted to: Purchasing Office, c/o 2nd Floor Information / Constable Desk, 2549 Washington Blvd. Ogden, Utah 84401 by **October 31, 2025, no later than 11 AM**.

LATE PROPOSALS WILL NOT BE ACCEPTED.

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

Ad Published: October 11, 2025

Ogden City Corporation

Request for Proposal

Merci Car Canopy Construction

I. INTRODUCTION

The purpose of this **Request for Proposals (RFP)** is to solicit sealed proposals from **qualified and experienced Construction Manager / General Contractor (CMGC) firms** to provide **pre-construction and construction management services** for the **Merci Car Canopy Project** located at **Ogden Union Station**.

Ogden City intends to select a CMGC partner to **collaborate with the City and Mountain West Architects** during the pre-construction phase to identify cost efficiencies, construction sequencing strategies, and materials procurement options that best support **on-time completion by February 2026**.

This solicitation represents a **single-step CMGC selection process** in which proposals will be evaluated based on qualifications, project approach, and proposed fees for both pre-construction and construction services.

The selected CMGC will first enter into a **Pre-Construction Services Agreement** to provide estimating, scheduling, constructability reviews, and procurement strategy assistance. Upon completion of design review and approval of a **Guaranteed Maximum Price (GMP)**, Ogden City may execute a separate contract with the same CMGC for the **Construction Phase** of the project.

II. GOALS / OBJECTIVES

The overall objective of this project is to **construct a high-quality, architecturally compatible steel canopy structure** to protect and display the **restored Merci Box Car** at Union Station. The City seeks to:

1. **Engage a qualified CMGC early** to assist with design coordination, cost modeling, and schedule management.
2. **Achieve the best value** through open-book pricing, value engineering, and transparent subcontractor bidding.
3. **Complete construction by February 2026** in coordination with City events, museum operations, and Union Station site logistics.
4. **Ensure quality, safety, and durability** consistent with City standards and the historic context of Union Station.

III. SCOPE OF WORK - Refer to Exhibit A

IV. OUTLINE OF EXPECTATIONS AND QUALIFICATIONS

To be considered for this project, **respondents must demonstrate qualifications and experience specific to Construction Manager / General Contractor (CMGC) delivery and commit to the following expectations:**

A. Specialized Technical Experience

- Proven experience providing **CMGC services** for vertical construction projects involving **steel structures, architectural canopies, or custom fabrication**.
- Demonstrated ability to provide **cost modeling, constructability reviews, and value engineering** during the pre-construction phase.
- Experience working collaboratively with owners and architects in an **open-book, transparent budgeting environment**.

B. Licensing, Insurance, and Bonding

- Must hold all applicable **Utah contractor licenses** for both pre-construction and construction services.
- Must be fully **bonded and insured** in accordance with Section VII of this document. Proof of active coverage shall be submitted with the proposal.
- The selected CMGC will be required to furnish **performance and payment bonds** prior to execution of the **construction phase** agreement.

C. Project Management and Documentation Capability

- Demonstrated ability to **plan and manage pre-construction activities**, including design coordination meetings, cost estimating, and schedule forecasting.
- Proven capability to **complete projects on time and within budget**, supported by documented examples of CMGC project delivery.

- Prior **public-sector experience** and knowledge of **Utah procurement and contracting standards** is preferred.
- Ability to maintain accurate project documentation, progress reporting, billing, and change management consistent with City requirements.

D. Regulatory Compliance and Site Management

- Contractor is responsible for securing and complying with all applicable **permits, inspections, and safety regulations**, in accordance with City, State, and Federal law.
- Shall implement **site safety and public protection plans**, ensuring continuous public access and event coordination within the Union Station property.
- Must adhere to **OSHA and industry best practices** for worker and visitor safety.
- CMGC will assist the City in identifying **construction staging and logistics solutions** to minimize disruption to museum operations and public programming.

E. Operating Hours

- Work is permitted between the hours of **8:00 AM and 4:00 PM, Monday through Saturday.**
- No work shall be performed on Sundays, City-recognized holidays or during black out dates provided in advance by Ogden City due to pre-scheduled private or public events without prior written approval from the City Project Manager.

** Selection and entry into a CMGC Services Agreement does not guarantee the contractor will be awarded a specific volume or value of work. Project phasing, scope modifications, and budget availability may affect final contract terms.*

V. RESPONSE TO RFP

Ogden City is seeking proposals from **qualified Construction Manager / General Contractor (CMGC) firms** capable of providing **both pre-construction and construction services** as described in the **Scope of Work** and supporting attachments.

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

1. Authorized Representative – Indicate name, address, email and telephone number of the company submitting the proposal.
 - a. Include the name and contact information of the person designated as authorized to contractually bind the offer.
2. Exhibit B - Completed Contractor Information Sheet with required attachments.
 - a. Completed **Contractor Information Sheet** (see Exhibit B).
 - b. Copies of **current Utah contractor licenses** applicable to both pre-construction and construction services.
 - c. **Proof of insurance or evidence of insurability** in accordance with Section VII of this document.
3. Exhibit C – Statement of Qualifications and Project Approach

Provide a detailed narrative addressing each of the following elements:

- a. **Relevant CMGC Experience**
 - Description of the firm's experience providing CMGC services for projects involving **custom steel fabrication, canopy systems, or architectural structures**.
 - Include examples of collaboration with architects and owners during pre-construction.
- b. Project Team and Key Personnel
 - Resumes or brief bios of key individuals who will lead pre-construction, estimating, scheduling, and field management.
 - Identify the project manager and superintendent who will be assigned through both phases.
- c. Representative Projects and References
 - List at least **one (1)** recent and relevant CMGC projects, including client contact information and project outcomes.
- d. Approach to Pre-Construction and Construction Management
 - Explain the firm's methods for **cost estimating, constructability review, schedule management, subcontractor selection, and communication** with the City and design team.

- Describe systems used to manage **quality control, safety, documentation, and budget tracking.**

e. Project Schedule and Availability

- Describe anticipated **mobilization timeline**, earliest availability to begin pre-construction services, and proposed strategy to achieve **project completion by February 2026.**

4. Exhibit D - Completed Proposal Form

Complete **Exhibit D – Fee Proposal Form** and attach a separate company letterhead breakdown that includes the following:

- a. **Pre-Construction Services Fee** (lump-sum or hourly-not-to-exceed amount)
- b. **CM/GC Fee Percentage** – as a percentage of cost of work for the construction phase
- c. **General Conditions Estimate** (monthly)
- d. **Proposed markups** for overhead and profit on subcontracted work
- e. **Bonding rate** (as applicable) and proposed approach to establishing the Guaranteed Maximum Price (GMP)

Pricing must remain valid for a minimum of **60 days** following submission.

A **proposal security** may be required at the City's discretion prior to contract award.

5. Exhibit E – Completed Addenda Acknowledgement, if applicable

B. Proposals are to be no longer than 20 pages. Double-sided pages count as two pages (Case by Case).

C. For City record-keeping purposes, please do not use spiral or wire binding methods. The following methods will be accepted:

- a. Submitted as loose leaf with binder clip
- b. Submitted in a regular 3-ring binder

D. Proposals submitted to Ogden City are considered public records, unless protected within [Utah Code 63G-2-1.](#)

VI. EVALUATION OF PROPOSALS

Proposals will be evaluated in accordance with the criteria listed below. Evaluation will focus on each proposer's **experience, collaborative approach, and ability to deliver best value under a CMGC framework**.

a. Evaluation Criteria and Point Distribution

| Criteria | Description | Possible Points |
|--|---|-----------------|
| 1. CMGC Experience and Team Qualifications | Demonstrated experience providing CMGC services on comparable projects, particularly involving steel or architectural canopy structures. Qualifications and experience of key personnel proposed for both pre-construction and construction phases. | 35 |
| 2. Project Approach, Collaboration, and Methodology | Quality of the proposed approach to pre-construction services, cost estimating, constructability review, schedule development, and open-book GMP negotiation. Demonstrated ability to work collaboratively with the City and design team. | 20 |
| 3. Project Schedule and Availability | Capacity to begin pre-construction promptly, maintain schedule through design coordination, and achieve substantial completion by February 2026. | 15 |
| 4. Fee Proposal and Cost Transparency | Reasonableness and clarity of the proposed pre-construction fee, CM/GC fee percentage, general conditions estimate, and markups. Demonstrated commitment to cost transparency and open-book accounting. | 20 |
| 5. References and Past Performance | Record of client satisfaction, cost control, and timely delivery on prior CMGC or similar projects. | 10 |

A total of 100 possible points may be awarded to one proposal.

b. Evaluation Process

i. Initial Review

All proposals will first be reviewed for **responsiveness and completeness**. Proposals that fail to meet the minimum submission requirements may be deemed non-responsive and excluded from further consideration.

ii. Detailed Evaluation

The evaluation committee will score all responsive proposals based on the criteria above. Shortlisted firms may be invited to participate in

interviews or presentations to clarify their approach and discuss project delivery strategies.

iii. **Selection Committee Composition**
The selection committee will primarily consist of **Ogden City staff** from relevant departments.
At the City's discretion, **consultants or design team representatives** may participate in the review process.

iv. **Negotiation and Award**
Following evaluation, Ogden City may enter into negotiations with the highest-ranked proposer to establish final terms for the **Pre-Construction Services Agreement**.
Upon successful completion of pre-construction, and upon City approval of a **Guaranteed Maximum Price (GMP)**, the City may execute a separate agreement for the **Construction Phase**.

v. **City Rights and Disclaimers**
Ogden City reserves the right to:

1. Reject any or all proposals,
2. Waive informalities or technicalities, and
3. Award the contract deemed most advantageous to the City.

Being selected and entering into an agreement does not guarantee that the proposer will be awarded a specific volume or value of work.

VII. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. For CMGC delivery, these insurance requirements apply throughout both the **pre-construction and construction phases**.

During the **pre-construction phase**, coverage must meet or exceed the limits listed below but performance and payment bonds are not required until the **construction phase** commences and the Guaranteed Maximum Price (GMP) is approved. **The Contractor shall pay the cost of such insurance.**

A. The amount of insurance shall not be less than:

1. Commercial General Liability: Minimum of \$3,000,000 in general aggregate with \$1,000,000 for each occurrence. Policy to include coverage for

operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.

2. Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
3. Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.

B. Each insurance policy required by this Agreement shall contain the following clauses:

1. "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Ogden City Corporation".
2. "It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with insurance provided by this policy."

C. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall contain the following clause in a separate endorsement:

1. "Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation."

D. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Ogden City

Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.

E. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be received by the City before work begins on the premises.**

F. City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

H. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein.

I. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees or contractors upon the Premises during the License Period.

J. Under the "**Certificate Holder**" section, list the following information:

Ogden City Corporation
2549 Washington Blvd.
Ogden, UT 84401

VIII. GENERAL TERMS AND CONDITIONS

A. Fees - Contractor is responsible for all application permits, fees, inspections, certifications, and approvals necessary to perform the required work.

- B. Background Check - For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows “Criminal History Verified” and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFP.
- C. Safety - Public Safety must be considered at all times. The Contractor must take precautions at all times to utilize and store materials and equipment needed to conduct the work in a way that will prevent injury to citizens. Contractor must ensure that proper signs, caution tape or physical barriers or other devices are utilized as needed to signal a hazard or restrict public access. In addition, the Contractor must ensure the safety of their workers by adhering to industry best practices, OSHA safety, traffic safety guidelines as applicable for the work being performed. The City Project Manager reserves the right to temporarily stop work if they see an unsafe practice and to suspend work until the issue is addressed.
- D. Cost of Developing Proposals - All costs related to the preparation of proposals/bids and any related activities are the sole responsibility of the offeror. Ogden City assumes no liability for any costs incurred by offerors throughout the entire selection process.
- E. Ogden City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- F. Ogden City will make every effort to ensure all proposers are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

- G. Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.
- H. Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposal price.
- I. Ogden City reserves the right to negotiate and hold discussions with prospective CMGC service providers as necessary. Ogden City may award this contract without discussion or may negotiate final terms, including fees, schedules, or scopes, prior to award. The selected proposer will enter into a **Pre-Construction Services Agreement** with Ogden City. Upon successful completion of pre-construction and acceptance of a Guaranteed Maximum Price (GMP), the City may execute a separate **Construction Phase Agreement** with the same CMGC firm. Ogden City reserves the right to cancel this Request for Proposals, reject any or all proposals received, waive informality or technicality in proposals, or segment the scope of services and enter into contracts with more than one vendor if deemed in the City's best interest.

IX. ADDITIONAL INFORMATION

A. Price Guarantee

All submitted pricing must be **firm and guaranteed for a minimum period of one (1) year** from the date of contract execution. During this period, no price increases will be allowed.

- i. **Pre-Construction Services Fee.** Proposer's pre-construction services fee shall be firm for **120 days** from Notice of Award.
- ii. **Construction Phase Pricing (GMP).** Subcontractor and supplier quotes used to establish the GMP shall be open-book and remain valid for **60–90 days** (as specified in bid packages). If quotes expire due to delays not attributable to the CMGC, the City and CMGC will refresh pricing transparently prior to GMP execution.

B. Price Adjustment Requests

Pricing Adjustments & Escalation (Construction Phase)

- i. **Before GMP.** Price changes prior to GMP are handled by refreshing open-book quotes; no adjustments are allowed to the CM/GC Fee % unless negotiated by both parties.
- ii. **After GMP.** The GMP is not subject to increase except through **approved change orders** (scope changes, unforeseeable conditions) or **pre-agreed escalation provisions** included in the GMP (if any).
- iii. **Documentation.** Any adjustment request must include supplier/subcontractor quotes, published indices, or other verifiable backup. No adjustment is valid without the City's written approval and a formal amendment.

C. Price Reductions & Shared Savings

- i. **Open-Book Reductions.** If market conditions or buy-outs produce lower costs than carried in the GMP line items, the GMP shall be reduced accordingly.
- ii. **Shared Savings (Optional).** If desired, the City may include a shared-savings provision in the GMP amendment (e.g., savings below the GMP shared between City and CMGC at an agreed ratio, excluding owner-directed scope reductions).

D. Early Procurement & Owner Purchases

The City may authorize **early-procurement packages (EPPs)** for long-lead items prior to full GMP, or purchase certain items **owner-direct** to secure schedule or pricing advantages. Such packages will be incorporated by amendment into the GMP and subject to all contract terms.

E. Invoicing Requirements

The CMGC shall invoice only for approved services and work performed.

Monthly payment applications shall include:

- i. AIA G702/G703 (or City-approved equivalent) with **Schedule of Values**,

- ii. Vendor/subcontractor invoices and pay-apps, **timecards** for self-performed work (if any),
- iii. **Updated cost report** vs. GMP, approved **change orders**,
- iv. **Lien waivers** (conditional/unconditional as applicable), and
- v. The City purchase order or contract number and job location.

Send to:

Ogden City Corporation
c/o Christy McBride – Cultural Services Director
2501 Wall Ave., Ogden, Utah 84401
Or email: christymcbride@ogdencity.gov

F. Electronic Payment and Early Payment Discounts

Upon award, the City may remit via **ACH** or other electronic method. Proposers are encouraged to offer **early-payment discounts** where feasible. Invoices shall be sent to the following address:

X. GOVERNING INSTRUCTIONS

This **Request for Proposals (RFP)**—including all exhibits, attachments, and formally issued addenda—constitutes the **complete and governing document** for the preparation and submission of proposals. These documents take precedence over any prior communications, discussions, or representations, whether oral or written, between Ogden City and potential respondents.

No verbal statement or commitment by City staff shall be considered binding or modify any part of this RFP unless confirmed by a **written addendum** issued by Ogden City. Respondents are responsible for reviewing all issued materials and ensuring their submittals conform to the stated requirements.

In the event of a conflict between this RFP and the terms of any subsequently executed agreement, the language of the **final executed CMGC Agreement** shall control.

XI. CONTACT INFORMATION

For any questions related to this RFP, please contact the Ogden City Purchasing office via email purchasing@ogdencity.gov.

The question-and-answer period ends at 11 AM on October 28, 2025

Thank you for your interest in doing business with Ogden City.

XII. PRE-PROPOSALMEETING

A mandatory pre-proposal meeting will occur on **October 21, 2025 at 10 AM in person**. We will meet at 2501 Wall Ave. Ogden UT 84401. Attendance at the meeting is required to obtain relevant information concerning the RFP and submit a proposal.

XIII. RFP SCHEDULE

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

| EVENT | TARGET DATE |
|--|---------------------------------------|
| Open RFP Process | October 9, 2025 |
| Ad – Standard Examiner | October 11, 2025 |
| Pre-Proposal Meeting In-Person | October 21, 2025; 10 AM |
| Last day for Q&A | October 28, 2025; No later than 11 AM |
| RFP Response Deadline | October 31, 2025; No later than 11 AM |
| Committee Review and Selection process | To Be Determined |
| Contract Start Date | To Be Determined |

XIV. EVALUATION AND AWARD PROCESS

Ogden City will conduct a **single-phase, qualifications-based evaluation** consistent with the **Construction Manager / General Contractor (CMGC)** delivery method.

A. Evaluation and Selection Process

- a.** Proposals will be evaluated in accordance with the criteria outlined in Section VI – Evaluation of Proposals. The selection process will focus on each firm's qualifications, project approach, collaborative methodology, and proposed fee structure.
- b.** The evaluation will include the following steps:
 - i.** **Proposal Review:** The selection committee will review all timely and responsive proposals for completeness and conformance with the RFP.
 - ii.** **Scoring and Shortlisting:** Proposals will be scored based on the evaluation matrix. At the City's discretion, a shortlist of top-ranked firms may be invited for interviews or presentations.
 - iii.** **Interviews (if held):** Shortlisted firms may be asked to present their proposed project approach, staffing plan, and collaboration process with the City and Mountain West Architects.
 - iv.** **Negotiation and Award:** Ogden City will enter into negotiations with the highest-ranked proposer to finalize terms for a Pre-Construction Services Agreement.

B. Guaranteed Maximum Price (GMP) and Construction Phase

- a.** Following successful completion of pre-construction services, and upon mutual agreement on the project scope and cost, the CMGC will submit a proposed Guaranteed Maximum Price (GMP) for the construction phase. If the GMP is accepted, the City will execute a separate Construction Phase Agreement with the same CMGC firm.
- b.** If the City and the CMGC are unable to agree on a GMP, Ogden City reserves the right to:

- i. Terminate the CMGC agreement after completion of pre-construction, or
- ii. Solicit bids for construction under a separate process, using the pre-construction documents developed with the CMGC.

C. 3. Rights and Discretion

- a. Ogden City reserves the right to:
- b. Reject any or all proposals,
- c. Waive informalities or technicalities,
- d. Negotiate final contract terms,
- e. Adjust the scope of services, or
- f. Award the contract determined to be in the best interest of the City.
- g. Selection and entry into a CMGC agreement does not guarantee a specific volume or value of work.

XV. SUBMITTALS

At a minimum, each respondent must submit one complete proposal package containing all required exhibits and documentation, **clearly marked**:

“Proposal for Construction Manager / General Contractor (CMGC) Services – Merci Car Canopy Project”

I. Required Contents

Each proposal must include the following items, organized in the order listed below:

1. Exhibit B – Contractor Information Sheet and Attachments

- a. Completed Contractor Information Sheet with all requested company details.
- b. Proof of current **Utah contractor licensing** applicable to both pre-construction and construction services.
- c. **Proof of insurance** or evidence of insurability in accordance with Section VII – Insurance Requirements.

2. Exhibit C – Statement of Qualifications and Project Approach

Provide a detailed narrative addressing the following:

- a. **Relevant CMGC Experience** – Describe prior experience with CMGC or similar collaborative delivery methods, particularly involving **steel, architectural canopy, or specialty fabrication** projects.
- b. **Project Team and Key Personnel** – Identify proposed project manager, pre-construction manager, superintendent, and other key staff, including resumes or brief bios.
- c. **Representative Projects and References** – Provide at least three (3) recent and relevant CMGC or comparable public projects with client references and outcomes.
- d. **Project Approach** – Explain the firm's approach to:
 - i. Pre-construction collaboration and cost estimating
 - ii. Schedule management and procurement strategy
 - iii. Coordination with Mountain West Architects and City staff
 - iv. Quality control, documentation, and safety management
- e. **Availability and Schedule Commitment** – Indicate earliest availability to begin pre-construction and strategy for achieving **completion by February 2026**.

3. **Exhibit D – CMGC Fee Proposal Form**

Complete and attach **Exhibit D** on company letterhead, providing the following:

- a. **Pre-Construction Services Fee** (lump-sum or not-to-exceed)
- b. **CM/GC Fee Percentage** (as % of Cost of Work for construction phase)
- c. **General Conditions Estimate** (monthly cost)
- d. **Markups** for overhead and profit on subcontracted work
- e. **Bonding rate** (if applicable) and explanation of how the GMP will be developed
- f. Pricing shall remain valid for a minimum of **60 days**.
- g. A proposal security may be required at the City's discretion.

4. Exhibit E – Addenda Acknowledgement

Include a completed Addenda Acknowledgement Form confirming receipt of all issued addenda.

5. Submittal Format and Delivery

- a. **Copies:** Submit **four (4)** complete, bound copies of your proposal in one sealed envelope.
- b. **Electronic Copy:** One digital (PDF) version on a USB drive is also encouraged but not required.
- c. **Envelope Labeling:** Clearly indicate the firm's name and project title on the exterior of the envelope.

Submit Proposal To:

Ogden City Corporation
c/o 2nd Floor Information / Constable Desk
ATTN: Purchasing Office
“Merci Car Canopy Cover Construction”
2549 Washington Blvd.
Ogden, UT 84401

LATE PROPOSALS WILL NOT BE ACCEPTED.

Proposals must be received **no later than 11 AM, October 31, 2025.**

If the sealed proposal is submitted by mail or other delivery service, it must be addressed to the Purchasing Office, 2549 Washington Blvd, Suite 510, Ogden UT 84401. It must be received prior to the submission deadline.

The sealed proposal may also be hand-carried to the 2nd Floor Information / Constable Desk at the same address.

No facsimile or email transmittals will be accepted.

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

Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror. These are considered public records unless protected within [Utah Code 63G-2-1](#).

EXHIBIT A

SCOPE OF WORK

Merci Car Canopy Cover Construction

1. Project Overview

Ogden City is seeking a qualified Construction Manager / General Contractor (CMGC) to provide **pre-construction and construction services** for the Merci Car Canopy Project, located at **Union Station, 2501 Wall Avenue, Ogden, Utah**.

The project consists of constructing a **custom steel canopy structure** designed to protect and display the restored **Merci Box Car**, utilizing **Construction Drawings prepared by Mountain West Architects**.

The canopy will be located within the publicly accessible grounds of Union Station and must be coordinated to minimize disruption to ongoing museum operations and site activities.

2. Phase 1 – Pre-Construction Services

The CMGC shall work in close collaboration with Ogden City and Mountain West Architects to support the project through the design review, budgeting, and permitting stages. Services during this phase shall include, but are not limited to, the following:

3. Project Review and Coordination

- Participate in kickoff and coordination meetings with Ogden City and the design team.
- Review Construction Drawings, specifications, and site conditions to identify potential cost, constructability, and scheduling issues.

4. Cost Estimating and Budget Management

- Prepare a detailed **cost model** and update it as design progresses.
- Provide line-item pricing and comparison of material and system alternatives to help the City identify the most cost-effective options.
- Assist in developing strategies to maintain the project budget within available funding.

5. Scheduling and Phasing

- Develop a preliminary **project schedule** that identifies critical path items, long-lead materials, and construction sequencing.
- Propose early procurement strategies to achieve completion by **February 13, 2026**.

6. **Value Engineering and Constructability Review**
 - Recommend design and material modifications to improve constructability, performance, and cost efficiency without compromising design intent.
7. **Permitting and Approvals Support**
 - Assist Ogden City and the design team in preparing permit documents and responding to reviewer comments.
8. **GMP Development**
 - Prepare a detailed **Guaranteed Maximum Price (GMP)** proposal including subcontractor bids, allowances, contingencies, and general conditions.
 - Provide open-book documentation for City review and participate in negotiations to finalize the GMP for the Construction Phase.
9. **Phase 2 – Construction Services**

Upon City approval of the GMP and execution of a Construction Phase Agreement, the CMGC will assume responsibility for full construction of the Merci Car Canopy. Construction services shall include, but are not limited to, the following:

 - **Project Management and Mobilization**
 1. Provide project management, site supervision, safety oversight, and scheduling.
 2. Coordinate all subcontractors, suppliers, and inspections.
 - **Construction and Installation**
 1. Furnish all labor, materials, equipment, and supervision required to construct the **steel canopy structure** per approved drawings and specifications.
 2. Coordinate with Ogden City to ensure public safety and minimal site disruption during construction.
 - **Quality Assurance and Safety**
 1. Maintain compliance with OSHA standards and City safety protocols.
 2. Conduct regular quality control inspections and document testing and approvals.
 - **Subcontractor Procurement and Management**
 1. Solicit bids from qualified subcontractors and suppliers using a transparent, competitive process.
 2. Provide bid tabulations and recommendations for City review prior to award.
 - **Reporting and Documentation**
 1. Submit monthly pay applications with supporting cost reports and progress documentation.
 2. Maintain accurate daily logs, meeting minutes, submittal logs, and schedule updates.
 - **Substantial Completion and Closeout**
 1. Complete all punch list work and provide final as-built documentation, warranties, and operation manuals.

2. Assist the City with project closeout, final inspection, and turnover.

10. Project Constraints and Coordination Requirements

- All work must be coordinated with **Ogden Union Station staff** to maintain safe public access and protect adjacent facilities and artifacts.
- Construction activities are limited to **8:00 AM – 4:00 PM, Monday through Saturday**, unless otherwise approved by the City Project Manager.
- The CMGC must plan construction staging and deliveries to minimize disruption to other ongoing City or community events at Union Station.

11. Project Completion Target

Substantial completion of the Merci Car Canopy is expected **no later than February 13, 2026**, unless otherwise approved in writing by Ogden City.

EXHIBIT B

CONTRACTOR INFORMATION SHEET

Construction Manager / General Contractor (CMGC) Services – Merci Car Canopy Project

A. Business name: _____ Year Est. _____

Owner or Parent Company: _____

Business address: _____

Business Tel.: _____ FAX: _____ Mobile Tel.: _____

Federal I.D. # _____

If you do not have a federal I.D. #, please list your Social Security Number:

➔ Attach a completed IRS W9 Form.

State Contractor License # _____ ;

➔ Attach a copy of your current contractor's license.

B. List at least three (3) recent clients who can attest to the quality of your work:

Name

Address

Phone Number

C. Number of full-time employees: _____ Number of part-time employees _____

D. Who in your organization is authorized to sign legal documents, pick up checks and sign bids/proposals:

Name: _____ Title: _____

E. Limits of your insurance coverage:

General Liability: _____

Automobile: _____

Workman's Compensation: _____

I certify the above information is true and complete. I authorize Ogden City to verify any information provided in this application.

Name & Title:

Authorized Signature:

Date:

EXHIBIT D

CMGC FEE PROPOSAL FORM

Construction Manager / General Contractor (CMGC) Services –

Merci Car Canopy Project

Name of PROPOSER _____ **DATE** _____

This Fee Proposal Form shall be completed and submitted with the proposer's CMGC proposal package.

Pricing shall represent the proposer's compensation for **pre-construction and construction phase services** as described in **Exhibit A – Scope of Work**.

All amounts must be clearly stated and supported by an attached line-item breakdown or supporting verbiage on company letterhead.

All fees shall remain valid for **sixty (60) days** following the proposal deadline.

Section 1 – Pre-Construction Services Fee

Provide a lump-sum or not-to-exceed amount covering all labor, meetings, cost estimating, scheduling, value-engineering, constructability reviews, and administrative services required during the pre-construction phase.

Pre-Construction Services Fee (\$): \$ _____

(Attach a line-item breakdown on company letterhead.)

Section 2 – Construction Phase Fee Structure

| Cost Component | Basis / Description | Proposed Value |
|-------------------------------------|---|------------------|
| A. CM/GC Fee (%): | Percent of Cost of Work to cover CMGC overhead and profit. | _____ % |
| B. General Conditions Estimate: | Monthly on-site management and project overhead (field office, supervision, safety, temporary utilities, etc.). | \$ _____ / month |
| C. Subcontractor Mark-Up (%): | Overhead and profit applied to subcontracted work (if separate from CM/GC Fee). | _____ % |
| D. Self-Performed Work Mark-Up (%): | Overhead and profit on self-performed labor. | _____ % |
| E. Bonding Rate (%): | Performance / Payment bond cost as percentage of Cost of Work. | _____ % |
| F. Insurance Allowance (%): | Builder's risk / liability coverage as applicable. | _____ % |

Section 3 – GMP Development Approach

Describe your firm's methodology for preparing and presenting the Guaranteed Maximum Price (GMP), including subcontractor bid procurement, open-book review, contingency management, and reconciliation with City budget.

(Attach narrative on company letterhead – 1 page maximum.)

Section 4 – Proposal Validity and Authorization

By signing below, the proposer certifies that:

1. They have examined all RFP documents, exhibits, and addenda.
2. They agree to provide CMGC services as described in the RFP and attached scope.
3. All pricing is submitted in good faith and will remain valid for 60 days.
4. If selected, the proposer agrees to negotiate in good faith a **Pre-Construction Services Agreement**, followed by a **Construction Phase Agreement** upon approval of the GMP.

Respectfully submitted,

Seal (If a corporation)

Name of Proposer

Address

Authorized Signature

EXHIBIT E

ADDENDA ACKNOWLEDGEMENT

Construction Manager / General Contractor (CMGC) Services –

Merci Car Canopy Project

By signing below, the undersigned acknowledges receipt of the following addenda issued by Ogden City in connection with this Request for Proposals (RFP) and certifies that the information contained therein has been incorporated into this proposal.

| Addendum No. | Date Issued | Initials of Proposer |
|---------------------|--------------------|-----------------------------|
| 1 | _____ | _____ |
| 2 | _____ | _____ |
| 3 | _____ | _____ |

Name of Proposer

Authorized Signature

Instructions

1. List all addenda received prior to submission of your proposal.
2. If no addenda were issued, write “None.”
3. Include this completed form with your proposal package under **Exhibit E**.