

**REQUEST FOR PROPOSALS (RFP)
FOR CONSTRUCTION MANAGER AT RISK (CMAR)**

Date: AUGUST 23, 2017
Project Name: DISTRICT WIDE IMPROVEMENT PROJECT
Location: MULTIPLE SITES IN DOUGLASCOUNTY
RFP Number: CMAR 08-23-17
PWP Number: DO-2018-

PLEASE NOTE: THIS IS A PUBLIC WORKS PROJECT. A BIDDER MUST BE QUALIFIED AS A BIDDER WITH THE STATE PUBLIC WORKS DIVISION OF THE DEPARTMENT OF ADMINISTRATION FOR THE COST CATEGORY REQUIRED FOR THIS PROJECT. PLEASE REFER TO <http://publicworks.nv.gov/Bids/Bids/>.

RFP Delivery Deadline

RFP packages from all interested parties will be accepted at the 1638 MONO AVENUE, MINDEN, NV 89423 until: **SEPTEMBER 12, 4:00 P.M.**

Sealed Proposals containing **one original and three (3) copies, and one electronic copy**, subject to the terms, conditions and scope of services, herein stipulated and/or attached hereto, will be delivered as stated above. All Proposals must be received on or before the date and time set forth above. Proposals may be mailed or hand delivered to the address above. All documents and other information submitted in response to this RFP, including, without limitation, a Proposal, are confidential and may not be disclosed until notice of intent to award the contract is issued.

OWNER

DOUGLAS COUNTY SCHOOL DISTRICT
1638 MONO AVENUE
MINDEN, NV 89423

SCOTT MCCULLOUGH
(775) 790-5212
smccullough@douglasnv.us

All questions or comments pertaining to the RFP shall be directed to the Owner's contact listed above.

ARCHITECT

Architect for this Project will be Paul Cavin Architect LLC
Engineer for PWL and SES Scope will be LP Consulting Engineers, Inc.

SUBMISSION INSTRUCTIONS AND EVALUATION OF PROPOSALS

Owner invites the submission of Proposals on the services specified within this RFP. Please read carefully all instructions, introduction, general terms and conditions, miscellaneous terms, scope of work and/or specifications, CMAR Fee Proposal Form, RFP Response Form, and sample contracts. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications of the Request may result in your Proposal being declared nonresponsive.

ARTICLE 1 PROJECTS DESCRIPTION AND BUDGET

Project Name:	DISTRICT WIDE IMPROVEMENT PROJECT
Existing Building Areas:	17,560 square feet total
Established Construction Budget:	\$2,325,000 - \$2,500,000
RFP Number:	CMAR 08-23-17
PWP Number:	DO-2018-

Description of the Construction:

Scope A: District Office Exterior Rehabilitation consists of roof modifications, gutter and fascia repair, reroof and exterior painting

Scope B: Heritage Building at Gardnerville Elementary School consists of ADA improvements minor MEP upgrades and minor architectural improvements

Scope C: George Whittell High School consists of Single Point Entry and clock bell replacement

Scope D: Zephyr Cove Elementary School consists of Single Point Entry, flooring, fire alarm and clock and bell system replacement.

Scope E: Pau-Wa-Lu Middle School consists of remove and replacing fan coil units and fire alarm system.

Scope F: Scarselli Elementary School consists of boiler and chiller replacements, structural modifications and fire alarm replacement

ARTICLE 2 TERMINOLOGY

Addendum	A written document issued by Owner prior to the Submission of proposals which modified or clarifies the RFP Documents by additions, deletions, clarifications, and/or corrections
CMAR	Construction Manager at Risk as defined by NSR 338
NRS / NAC	Nevada Revised Statutes and Nevada Administrative Code

Preconstruction Services Contract	RFP documents, CMAR’s proposal and fee schedule, and Preconstruction Services Contract
Construction Contract	Owner-CMAR construction agreement, general conditions, compensation conditions, technical specifications, architectural drawings, and GMP
GMP	Guaranteed Maximum Price as defined in NRS 338
Contractor / Proposer	Person or entity/firm identified as such in Contract documents; shall mean CMAR or its authorized representative
Owner	Douglas County School District, its employees, agents and Board of Trustees
Project	Project and Project description have been provided in <u>Article 1</u>
RFP / Proposal	Request for Proposal – this proposal, all attachments and exhibits, and any addenda issues prior to the date designated for receipt of proposals
RFP Response Form	CMAR form submitted by an authorize representative for the Contractor named on said form, acknowledging that s/he has examined the Contractor’s RFP, including any related documents, and herby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein
Subcontractor / Independent Contractor	Any individual, agent, firm, sole proprietor, or corporation to whom the CMAR subcontracts any part of the Project; there is contractual relationship between the Owner and subcontractor or independent contractor who may perform work or services for the CMAR

ARTICLE 3 CMAR PRE-CONSTRUCTION & CONSTRUCTION

All services required are in conjunction with the Project as described in Article 1. The preconstruction services generally required will include design assistance, multiple budget verifications, and construction systems or methods alternatives for “cost reduction” or “value added” purposes, construction scheduling, phasing and logistics. It also includes providing Owner with bidding services and a GMP in accordance with NRS 338.1696.

Owner expects the CMAR during the construction phase to perform the construction work if the GMP can be agreed upon and the construction contract executed. The construction work shall be in accordance with the contract terms and general conditions.

ARTICLE 4 PROJECT AND RFP TIME SCHEDULE

See Exhibit A – Project Timeline and RFP Time Schedule. The Baseline Project Schedule includes a tentative schedule of events and dates. The Baseline Project Schedule is subject to change as deemed appropriate by the OWNER.

ARTICLE 5 PROPOSAL SUBMITTAL REQUIREMENTS

1. Each CMAR by submitting a Proposal represents that (i) the CMAR has read and understands the entire RFP including any attachments and asserts that its Response is made in accordance therewith; (ii) prior to submission of the Proposal, the CMAR shall ascertain that it has received all Addenda issued and shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the RFP Response Form and (iii) the CMAR and its Subcontractors/Independent Contractors shall comply with all applicable provisions of the Nevada Revised Statutes Chapter 338 and Nevada Administrative Code Chapter 338.
2. CMARs shall take no advantage of any apparent error or omission in the RFP Documents. In the event a CMAR discovers such an error or omission or other irregularity, CMAR shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the RFP Documents through the issuance of an Addendum.
3. If it becomes necessary to revise any part of this RFP, a written addendum will be provided to all CMARs. The Owner is not bound by any oral representations, clarifications, or changes made to the written specifications by Owner's employees or agents, unless such clarification or change is provided to CMARs in written addendum form from the Owner. Written Addenda will be posted on the Owner's Purchasing website: [http://dcsd.k12.nv.us/main.aspx?pageid=262&lastpageid=143&lastpagename=Business Services](http://dcsd.k12.nv.us/main.aspx?pageid=262&lastpageid=143&lastpagename=Business%20Services). All addenda must be acknowledged on the Owner's RFP Response Form. Proposals may be considered non-responsive in the event Addenda are not acknowledged.
4. The proposal submitted shall not exceed **40 pages**. Proposals shall be considered non-responsive in the event the submittal exceeds this page limit.
5. A cover letter shall be included that addresses pertinent general information as deemed appropriate (including the contact person for the applicant along with phone number and e-mail address), but will not be counted towards the 40 page submittal limit.
6. All proposals shall be typed in a font no smaller than 10 points on 8 ½" by 11" paper.
7. The submittal shall be bound and indexed and shall be separated into the specific categories as detailed in Article 6. CMARs should submit the required number of responses as indicated on the first page of this document. The name of the CMAR's firm shall be indicated on the spine and/or cover of each binder submitted.
8. Proposals along with all required documents as described in this RFP must be sealed and submitted in an envelope with Attachment 1 RFP Response Form and must indicate the name of the CMAR,

RFP number, title as listed on the first page of the RFP, and date and time of opening on the outside of the envelope. Telegraph, facsimile, email or telephone proposals will not be considered. No responsibility will attach to Owner, or any official or employee thereof, for the preopening of, post-opening of, or the failure to open, a Proposal not properly addressed and identified. This RFP indicates the time by which the Proposals must be received (based on the time-stamp at the Owner's front desk of place of business). Any Proposals received after that date and time will be rejected and not be considered or will be returned unopened upon request by, and at the expense of the Proposer. Proposer is responsible for ensuring third party deliveries arrive at the time and place as indicated in this document. Regardless of the method used for delivery, the Proposer shall be wholly responsible for the timely delivery of its bid. Proposers may request withdrawal of a posted, sealed Proposal *prior* to the scheduled opening time provided the request for withdrawal is submitted to the Owner in writing, or presented in person with proper identification and signed for.

9. Alterations, modifications or variations may not be considered unless authorized by this document or by an addendum. Unauthorized alterations of the requirements or Proposal Forms may render the Proposal null and void.
10. Persons or firms submitting Proposals are certifying that they have had no contact with an employee, agent, or board member of Owner which would give that company or person submitting a Proposal any advantage over any other company or person proposing. Employees, agents and board members of Owner shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of the above shall be just cause for rejection of that particular Proposal without further consideration.
11. All CMARs, by signing the RFP Response Form, certify that they agree to the terms and conditions set forth in this RFP and attached sample contract unless otherwise stated by identifying and addressing specific exceptions. Each CMAR is solely responsible for the content of its Proposal that best meets the evaluation criteria set forth in the RFP.
12. Owner accepts no responsibility or liability for any costs incurred by a responding firm for Request for Proposals responses or subsequent interviews of eligible participants. No stipend will be offered for submission of a response to this RFP. No compensation of any amount, or type, will be given to any team for preparing a response to this RFP. All costs associated with preparation of the RFP response are the responsibility of the Proposers.
13. Owner reserves the right to contract for less than all of the services identified herein.
14. The contents of the Proposal or other information submitted to the Owner are subject to public release, upon request, after the Contract award. CMARs may mark as "proprietary" those parts of its Proposal that it deems confidential and proprietary. However, CMARs are alerted that this marking is advisory only and not binding on Owner. If there is a request from the public to inspect any part of the Proposal so marked, Owner will advise the CMAR and request further legal justification in support of the "proprietary" marking. If Owner determines, after receipt of the justification, that the material is releasable, the CMAR will be notified. Prices are not considered proprietary and should not be marked as so.

ARTICLE 6 RFP SUBMITTAL REQUIRED RESPONSES

SECTION 6.1 Mandatory Pass/Fail Requirements

Proposers must submit the following documentation to satisfy Mandatory Pass/Fail Requirements.

- A. Evidence of ability to obtain necessary bonding.
 - i. Is your bonding company listed by the United States Treasury?
 - ii. Submit written certification or other appropriate evidence from your bonding company confirming that your firm will have bonding capacity if this Project, estimated at the value listed in **Article 1** of this Proposal, is added to your current and anticipated workload.
- B. Evidence of required Insurance as identified in **Section 13** of Pre-Construction Contract (sample), and **Section 8** of the General Conditions of the CMAR Construction Contract.
- C. Evidence of a Drug & Alcohol Policy
 - i. In order to be eligible to perform work on this Project, all contractors must have in existence a Drug and Alcohol Policy. This requirement is a reasonable precaution to ensure a safe and drug-free environment on public construction projects as they may involve workers being in relatively close contact with students.
 - ii. All contractors who perform work this Project, regardless of tier, shall have in place a Drug and Alcohol Policy applicable to all workers who will be employed on this Project. The Policy must meet the minimum requirements of Owner. Each contractor shall demonstrate compliance with this provision by submitting a certification under penalty of perjury that the Policy is in place, that it will be actively enforced, and that all workers who will be employed this Project will have undergone the pre-placement drug testing required by Owner. Owner and/or the general contractor is empowered to review contractor records of enforcement of its Drug and Alcohol Policy at any time during the period following award of the contract up to and including completion of the Project in order to determine whether the policy is in fact being enforced. The contractor shall forthwith deliver to Owner any and all records requested to determine compliance with this Drug and Alcohol Policy requirement. Failure to maintain or rigorously enforce the policy or to timely respond to Owner demands for production of records relating to the Drug and Alcohol Policy may result in termination of this Project contract at no cost to Owner.
- D. Evidence of holding a valid State of Nevada Contractor's License. Certification that Proposer is qualified to bid on a public work of the State of Nevada pursuant to 338.1379 prior to submitting the Proposal.
- E. Certification that the:
 - i. Proposer has not been found liable for breach of contract with respect to a previous project, other than a breach for legitimate cause, during the five (5) years immediately preceding the

date of the advertisement for this Request for Proposals. Evidence of such termination will disqualify the Proposer from doing work with Owner.

- ii. Proposer has not been disqualified from being awarded a contract pursuant to NRS 338.017, 338.13895, 338.1475 or 408.333. Evidence of such disqualification will disqualify the Proposer from doing work with Owner.

SECTION 6.2 Staff / Team Qualifications

- A. Provide firm name, business address, year established, type of firm ownership (e.g., single source, joint venture), name and address of parent company, former parent company names, name and contact information for principal personnel with respective areas of responsibility, and total number of personnel by discipline.
- B. Provide an organization chart of the company identifying where this Project will fit in the structure; indicate lines of responsibility and/or communication.
- C. Provide a project-specific organizational chart proposed for this Project; identify key staff proposed for this project – at a minimum, Project Director, Project Manager (Pre-construction), Project Manager (Construction), Superintendent, and Safety Director; identify the person responsible for quality assurance on this project; provide resumes of identified key staff members to include their name and title, project assignment, total years of construction experience, years of experience with CMAR, years of experience with this firm, education including degree(s), year and discipline, active registrations and licenses including the number and State; note the specific role performed on each project listed in the resume, highlighting projects of similar size and/or scope where the person’s role was similar to their proposed role for this Project.
- D. Provide a statement of the firm’s intent and ability to maintain personnel without substitution throughout pre-construction and construction phases.
- E. Identify the number and size of current project workload. Provide a list and a summary paragraph describing the firm’s current workload, including a list of project names, methodology of construction (design-build, design-assist, negotiated work or value-engineered work, CMAR, low bid, etc.), and the associated contract values.

SECTION 6.3 Past Project Performance Records & Safety Program

- A. Summarize no fewer than five (5) projects that have been successfully completed by the Proposer within the past three years.
 - i. Include project name, project description, completion date, project budget, type of services provided, and other pertinent information, both public and private, by the any delivery method – whether or not that method was the use of construction manager at risk – and including without limitation design-build, design-assist, and negotiated work or value-engineered work.

- ii. Include performance records of both cost (list contract award amount versus final construction cost) and schedule (list original schedule versus final completion date) for each project. Explain all cost and schedule deviations.
 - iii. Include client references of those who have detailed knowledge of the background, character and technical competence of the Proposer's firm, The client references must include the contact name, title, mailing and email address, and telephone number.
- B. Submit any litigation and dispute history in the past five years, including assessment of liquidated damages, contract terminations, and judgments against the Proposer. If none, submit certification stating none.
- i. Have liquidated damages been assessed against the Proposer? If so, describe when, where, and why.
 - ii. Has there been a termination from a contract before completion? If so, describe when, where, and why.
 - iii. Has the Proposer been declared to be in default on any contract (whether bonded or not bonded)?
 - iv. Has any type of settlement been paid by the Proposer or to the Proposer in excess of \$25,000? If so, describe when, where, and why.
 - v. Has there been a judgment rendered for breach of contract, other than a breach for legitimate cause? If so, describe when, where, and why.
 - vi. Has the Proposer been disqualified from being awarded a contract pursuant to NRS338.017, 338.13895, 338.1475 or 408.333? If so, describe when, where, and why.
 - vii. If a judgment has been entered and a case has been appealed, provide the general facts of the case and the basis of the appeal.
- C. Describe Proposer's approach to safety, including a summary of the Safety Program(s) established and the safety records accumulated by the Proposer, encompassing Experience Modification Ratio, from the previous 3 years. An electronic copy of the Proposer's complete safety manual shall be included with the proposal, and shall be submitted on a Compact Disc or USB Flash Drive.

SECTION 6.4 Similar Project Experience in CMAR Method of Delivery in Nevada

- A. Provide an overall explanation of CMAR method of delivery experience that Proposer has in Nevada, and more specifically within the last five (5) years.
- B. Identify three (3) to five (5) projects of similar size and complexity to the Project that have been successfully completed by the Contractor within the past three years. *Do not duplicate records already submitted in [Section 6.3A](#).*
- i. Include project name, project description, completion date, project budget, type of services provided, and other pertinent information, both public and private, by the CMAR delivery method.

- ii. Include performance records of both cost (list contract award amount versus final construction cost) and schedule (list original schedule versus final completion date) for each project. Explain all cost and schedule deviations.
- iii. Include client references of those who have detailed knowledge of the background, character and technical competence of the CMAR firm, The client references must include the contact name, title, mailing and email address, and telephone number.

SECTION 6.5 Project Management Approach and Approach to Quality Control

- A. Describe the general approach to this project and the proposed plan for preconstruction and construction in compliance with the requirements of NRS §338.1692. Include discussion on the following areas.
 - i. Describe approach to performing pre-construction services.
 - ii. Describe how Proposer would typically involve subcontractors in the Pre-Construction process and obtain subcontractor bids in a CMAR process.
 - iii. Describe approach to performing construction administration and construction management.
 - iv. Describe approach to controlling the project construction budget and schedule.
 - v. Describe approach to performing quality assurance/quality control during construction.
 - vi. Describe approach to critical issues related to this project, and how Proposer typically resolves them.
 - vii. Describe approach to achieving project close-out (commissioning, punch-list, and warranty work).

SECTION 6.6 Certificate of Eligibility and Preference Affidavit

Each Proposer is responsible for determining whether Proposer is entitled to a preference in bidding under NRS 338.1693. Proposers claiming a preference must submit a valid certificate of eligibility issued by the Nevada State Contractor’s Board along with a fully executed notarized Affidavit Pertaining to Preference Eligibility. If awarded the contract, Proposer is required to comply with the requirements of NRS §338.0117 for the duration of the contract.

ARTICLE 7 FEE PROPOSAL

Applicants responding to this RFP must **not** include cost or pricing information related to the Applicant’s rates or anticipated cost to perform the preconstruction services. However, a fee proposal

will be a requirement of the eligible applicants selected for interviews. Failure to follow request may deem the Applicant's Proposal non-responsive.

Owner will pay the fees for the plan review and inspection services of Douglas County and other agencies as applicable.

For Projects proposed to cost in excess of \$100,000, payment and performance bonds will be required for the full amount of the GMP. For Projects proposed to cost in excess of \$250,000.00, payment of Prevailing Wages will be required. Bonds are required to be submitted within five (5) days after acceptance of the GMP. Required bonds and insurance must be furnished prior to the Contract being awarded and becoming binding.

ARTICLE 8 CMAR EVALUATION AND SELECTION CRITERIA

At the date and time stated in this Request, all Proposals will be opened publicly and the name of the respondents will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process. Proposers, their authorized agents and other interested parties are invited to be present.

RFP response evaluations will be based on the information requested and provided in the CMAR's Proposal. Proposals will initially be reviewed to ensure that the "Pass/Fail" mandatory requirements identified in [Section 6.1](#) above have been met. If an applicant has a "Fail" on any of the Pass/Fail criteria, their proposal will be rejected. Proposals that meet the minimum qualifications of the Pass/Fail criteria will then be evaluated on the RFP response defined criteria on a percentage score by an evaluation committee. The evaluations will be conducted in accordance with all of the requirements stipulated in NRS Chapter 338. The committee may identify a "short list" of best qualified firms for interviews. When interviewed, the ranking of each firm will be based on the selection criteria shown below. All CMARs understand and accept that the weighted selection criteria are both subjective and objective by nature and that the weight factor of each category is intended to define its relative importance. By submitting their Proposal, the CMAR acknowledges that Owner has sole and absolute discretion in determining the selection criteria and in evaluating the CMARs based on the selection criteria in each category.

RFP MANDATORY PASS/FAIL REQUIREMENTS	
1. The evidence of the ability of the applicant to obtain the necessary bonding for the work.	Pass/Fail
2. The evidence of the ability of the applicant to obtain the necessary insurance for the work.	Pass/Fail
3. The evidence of a Drug and Alcohol Policy.	Pass/Fail
4. The evidence that the applicant is licensed as a contractor pursuant to chapter 624 of NRS.	Pass/Fail
5. A statement of whether the applicant has been; <ul style="list-style-type: none"> a. Found liable for breach of contract with respect to a previous project, other than breach for legitimate cause, during the five years preceding the date of the advertisement for this proposal; and b. Disqualified from being awarded a contract pursuant to NRS 338.017, 338.13895, 338.1475 or 408.333. 	Pass/Fail
MOVE ON TO RESPONSE SCORING? MUST HAVE "PASS" SELECTED ON ALL MANDATORY CRITERIA	YES / NO
RFP RESPONSE SCORING / "SHORT-LIST" SELECTION CRITERIA	
1. Staff / Team Qualifications: <ul style="list-style-type: none"> a. Quality / Experience of firm b. Team Composition c. Quality / Experience of key personnel 	30 Points
2. Past Project Performance Records and Safety Program: <ul style="list-style-type: none"> a. Project Cost b. Project Schedule c. References d. Litigations & Disputes e. Safety Program and Safety Records 	25 Points
3. Project Experience: <ul style="list-style-type: none"> a. Number of Nevada CMAR Projects managed by the applicant in the last five years b. Relative Projects 	20 Points
4. Project Management Approach and Approach to Quality Control	20 Points
5. Certificate of Eligibility and Preference Affidavit	5 Points
TOTAL	100 Points

The ranking process for the interview is separate from the process used to rank the applicants and is based only on information submitted during the interview process. The CMAR selection criteria are found below. The Panel shall interview at least two (2) but not more than five (5) Short-Listed Proposers. The Proposer shall have present, at a minimum, the project manager (pre-construction), project manager (construction), project superintendent, and may bring others that are proposed on the project to the interview.

The Pre-Construction Fixed Fee shall include the cost of Subcontractors that the CMAR will use for Pre-Construction Services pursuant to NRS §338.16935. The Proposed Compensation shall be established by the following formula: Preconstruction Fixed Fee + (Construction Services Rate multiplied by the Estimated Cost of Construction set forth in this RFP). Scores will be calculated by dividing the Proposer’s Proposed Compensation by the lowest Proposed Compensation multiplied by the total possible 15 points. Owner will be the sole judge as to the acceptability, for Owner’s purposes, of any and all Proposals.

Owner reserves the right to reject any or all Proposals or any part of the Proposal, and/or to waive informalities and minor irregularities in the Proposals received.

INTERVIEWS – SELECTION CRITERIA	
1. Staff / Team Qualifications: a. Quality / Experience of firm b. Team Composition c. Quality / Experience of key personnel	30 Points
2. Project Experience: a. Number of Nevada CMAR Projects managed by the applicant in the last five years b. Relative Projects	30 Points
3. Project Management Approach and Approach to Quality Control	20 Points
4. Proposed Compensation a. Pre-Construction Fixed Fee b. Total Construction Services Rate (expressed as a percentage of construction cost)	15 Points
5. Certificate of Eligibility and Preference Affidavit	5 Points
TOTAL	100 Points

ARTICLE 9 RFP CHECKLIST

The Owner has provided this summary to assist in the RFP process. However, it is still solely the Proposer's responsibility to ensure that all documents are submitted as required by this RFP.

1. Attachment 1 RFP Response Form
2. One original and three (3) copies, bound and indexed including all items in Article 6
3. One electronic copy on CD or thumb drive including all items in Article 6
4. Safety Plan on CD or thumb drive

ARTICLE 10 RFP EXHIBITS

Only short-listed firms will be asked to review pre-construction & construction agreements and general conditions of the contract for comments.

Exhibits to this RFP include the following:

Exhibit A – Timeline and Schedule

Exhibit B – Preferential Bidders Status Affidavit

Exhibit C – CMAR Fee Proposal Form

Exhibit D – Owner-CMAR Pre-construction Contract (Sample)

Exhibit E – Owner-CMAR Construction Contract (Sample) and Exhibits including General Conditions (Sample) and Compensation Conditions (Sample)

EXHIBIT B

PREFERENTIAL BIDDER STATUS AFFIDAVIT

(This form must be submitted with Certificate of Eligibility for Preferential Bidder Status)

I, _____ (“Affiant”), on behalf of _____ (“Contractor”), swear and affirm that in order to be in compliance with NRS 338.147 and be eligible to receive a preference in bidding for Project No. _____, Project Name _____ (“Project”), certify that for the duration of the Project:

- (a) At least 50 percent of all workers employed on the Project, including, without limitations, any employees of the Contractor and of any Subcontractor engaged on the Project, will hold a valid driver’s license or identification card issued by the State of Nevada Department of Motor Vehicles (“DMV”);
- (b) All vehicles used primarily for the Project will be:
 - (1) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 707.826; or
 - (2) Registered in the State of Nevada;
- (c) At least 50 percent of the design professionals working on the Project, including, without limitation, any employees of the Contractor and of any Subcontractor engaged on the Project, will have a valid driver’s license or identification card issued by the DMV;
- (d) At least 25 percent of the suppliers of the materials used for the Project will be located in the State of Nevada; and
- (e) The Contractor and any Subcontractor engaged on the Project will maintain and make available for the inspection within this State his or her records concerning payroll relating to the Project.

Upon submission of the State Contractors’ Board certificate of eligibility to receive a preference in bidding on public works and this Affidavit, Contractor recognizes and accepts that failure to comply with the requirements herein, including all recording keeping obligations detailed in the General Conditions, : 1) is a material breach of the Contract; 2) may result in the loss of a preference in bidding public works for five (5) years and/or the ability to bid on any contracts for public works within the State of Nevada for one (1) year; and 3) may entitle the OWNER to civil damages in the amount of ten (10) percent of the Contract Price. The Contractor acknowledges that he/she is required to follow the requirements regardless of whether the bidder’s preference was considered in determining the lowest responsive and responsible bidder on the Project.

By: _____
Title: _____
(Print Name of Affiant)

CORPORATE SEAL

Signature of Affiant: _____
Title: _____

Date: _____

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____ (name of Affiant).

State of _____)

)ss.

Notary Signature

County of _____)

STAMP

Proof of Authorization to Sign Affidavit

The person must establish his/her actual authority to act on behalf of the business organization. The individual must be the person indicated in the table below and provide written documentation clearly indicating the person's position within that business organization. If the individual signing the Affidavit is an employee of the business organization, written documentation, on organization letterhead, clearly indicating the person's authority to act on behalf of the business organization must be provided. The written documentation must be signed by the authorized person identified on the table.

If the individual making application for the business organization is not one of the persons identified in the table or an authorized employee, a valid power of attorney executed by an authorized person on behalf of the business organization must be provided. The power of attorney must be made not more than 90 days before the Affidavit is signed.

BUSINESS ENTITY	PERSON WHO HAS AUTHORITY TO COMPLETE AFFIDAVIT
Sole Proprietorship	Sole Proprietor
Partnership	A Partner
Corporation	1. Director, if Authorized 2. Executive Officer as indicated in the Article of Incorporation
Limited Liability Company	1. Member, if Member-Managed LLC 2. Manager, if Manager-Managed LLC

OWNER CMAR PRE-CONSTRUCTION SERVICES AGREEMENT

This AGREEMENT is made this **DAY of MONTH, YEAR**, by and between the Douglas County School District Board of Trustees (hereinafter collectively referred to as the "Owner" or "DCSD"), acting by and through: DOUGLAS COUNTY SCHOOL DISTRICT, 1638 MONO AVENUE, MINDEN, NEVADA 89423 (775) 782-5131 and the Construction Manager at Risk, hereinafter referred to as "CMAR": **CONTRACTOR, ADDRESS, CITY, STATE ZIPCODE (XXX) XXX-XXXX**.

ARTICLE 1

In consideration of the mutual covenants and conditions provided herein, the Owner does hereby employ the CMAR to perform Pre-Construction Services, and the CMAR agrees to perform such services for the referenced project:

Project Identification

Project Name: **PROJECT NAME**
ADDRESS
CITY, STATE ZIPCODE

CONTRACT NUMBER
PWP NUMBER

ARTICLE 2

For furnishing all labor, materials, equipment, tools and services, and for doing everything required by this Agreement including, but not limited to, providing the required Guaranteed Maximum Price Proposal, the Owner will pay and the CMAR shall receive as full compensation therefore, a total sum not to exceed, and as nominal consideration:

CMAR Pre-Construction Services Fee Amount: **WRITTEN AMOUNT (\$ X,XXX.XX)**

ARTICLE 3

Time is of the essence in the performance of this Agreement and the CMAR agrees to complete all Pre-Construction services and work within the time schedule established in the incorporated documents.

ARTICLE 4

The CMAR is not the Architect of Record. As such, the scope of the CMAR's Pre-Construction Services includes, but is not limited to the following:

1. Participation in regularly scheduled design progress review meetings with the Project Architect of Record and the Owner. The CMAR shall provide ongoing input with respect to constructability, construction cost, construction duration, sequence of construction, and construction means and methods.
2. Development of review comments, suggestions, and cost estimates at each of the stipulated phases of design, as proposed in the Process Schedule Document.
3. Assistance with identifying and reconciling differences between the Architects' Scope of Construction and the CMAR's cost estimates.

4. Development of constructability and value engineering suggestions at each phase of design.
5. Development of potential bidders lists and coordination of input from subcontractors with regard to each of the items previously described in this section.
6. Distribution of pre-bid conferences and bid openings, and assistance with selection of the best bids in each of documents to potential bidders, coordination category.
7. Development of a GMP Proposal based on bids obtained from all necessary subcontractors after reviewing and coordinating the bid results with the Owner.
8. Development of final CMAR constructability and value engineering suggestions.
9. Development of CMAR Pre-construction binder(s).
10. CMAR shall be aware of the expectation that the CMAR will be responsible to secure and pay for all construction permits and licenses, and will pay for all governmental fee charges and inspection fees necessary to obtain required Building, Excavation, and Site Improvement permits necessary for the Construction Services portion to begin upon approval of the CMAR's GMP. Contractor will also pay all utility charges required for the project to move into the construction process. These costs are reimbursable to the contractor as a pass-through cost, and should be invoiced to Owner with receipt of payment. No markups of these permits, licenses, or fees are allowed.

ARTICLE 5

The Owner and the CMAR mutually agree that the following Contract Documents are incorporated into and made a part of this Agreement by reference:

1. CMAR Request for Proposal with General Conditions and Fee Worksheet
2. Owner CMAR General Conditions of the Contract
3. Owner CMAR Compensation Conditions of the Contract
4. DCSD Material Standards (Latest Version)
5. Process Schedule Document

ARTICLE 6

The CMAR agrees to all terms and conditions of the Nevada Revised Statutes (NRS) and the Nevada Administrative Code (NAC) as may apply to this Agreement and to the work performed under this Agreement and agrees to comply with all such applicable portions of the NRS and the NAC. Contractor specifically acknowledges that this contract is subject to the provisions of NRS 338.1693 through NRS 338.16995.

ARTICLE 7

The Owner and the CMAR mutually agree that the fee described herein is for Pre-Construction Services only, and in no manner obligates the Owner to enter into a construction contract with the CMAR.

Payment for pre-construction services will be made in accordance with the following schedule:

<u>Phase of Work</u>	<u>Payment</u>
Design Development Phase	20% of Total
50% Construction Documents	20% of Total
100% Construction Documents	30% of Total
Issuance of GMP Proposal	20% of Total
Issuance of Final CMAR Review Comments	10% of Total

ARTICLE 8

Execution of this Agreement by each party shall constitute the representation by each party that s/he has examined the contents of all the referenced documents listed above, including the Owner CMAR General Conditions of the Contract that s/he has read and understands the same, and specifically agrees to be bound thereby.

ARTICLE 9

This Agreement shall be construed and interpreted according to the laws of the State of Nevada. Any action brought by either party arising out of or related to the Agreement shall be brought in a court located in Douglas County, Nevada.

ARTICLE 10

Any and all disputes of any kind that may arise between the Owner and the CMAR under the Contract or the Contract Documents that cannot initially be resolved to the satisfaction of both parties shall be submitted first to mediation to be conducted in a location that is agreeable to both parties utilizing the services of a mediator who is acceptable to both parties. All fees of the mediator and related costs associated with mediation shall be split and paid equally by the parties.

In the event that the parties agree to forego mediation of their dispute(s), or that mediation is unsuccessful, then all disputes between them of any kind or nature arising out of or under the terms of the Contract, or the Contract Documents, or the performance of the Contract, and which arose prior to the termination of the guarantee period specified in the Contract, shall be determined exclusively by and through mandatory, binding arbitration conducted in Douglas County, Nevada (unless the parties agree upon a different location) pursuant to the Nevada Uniform Arbitration Act of 2000, NRS 38.276 et seq., (the "Act").

The parties shall, by agreement between them if possible, select one (1) person as arbitrator who has substantial experience in the area(s) of the disputed issues(s). If they cannot agree upon an arbitrator, either party may apply pursuant to NRS 38.226 to the Ninth Judicial District Court of the State of Nevada in Minden, Douglas County, Nevada to appoint an arbitrator. The arbitrator selected by either method shall have all of the powers set forth in the Act, and shall enter an award at the conclusion of the proceedings, including an award of reasonable attorney's fees and costs to the prevailing party. In no event, however, may the award include any tort or punitive damages. The arbitrator's fee and the cost of the arbitration proceeding itself may be divided equally between the parties or the arbitrator may award all or any part of the fee and costs of the proceeding to either party in his/her reasonable discretion.

ARTICLE 11

To the fullest extent permitted by law, the CMAR shall defend, indemnify, and hold harmless the Owner, and its agents, employees, and members of the Board of Trustees of DCSD from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property caused by the negligent acts or omissions of the CMAR, a Subcontractor, anyone directly or indirectly employed by them for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by the Owner indemnified hereunder. However, in no event shall CMAR be required to indemnify Owner for claims, damages, loss or expenses arising out of the Owner's sole negligence. Such obligation shall not be construed to negate, abridge, or reduce

other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

In any and all claims against the Owner, its agents, employees, or any of the members of the Board of Trustees of DCSD by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the first paragraph of this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

The obligations of the contractor under Paragraph a of this section shall not extend to the liability of the Architect of Record or its employees arising out of (a) the preparation or approval of maps, sketches, opinions, reports, surveys, change order, designs, or specifications, or (b) the giving of or the failure to give directions or instructions by the Architect of Record or its employees provided such giving or failure to give is the primary cause of injury or damage.

ARTICLE 12

Scott McCullough shall be the designated Owner's Representative during the pre-construction services period. The duties and responsibilities and the limitations of authority of Scott McCullough as the Owner's Representative during pre-construction are set forth in the General Conditions document and specifically Article 1.46, and shall not be exceeded without written consent of the Owner.

Article 13

1. During the term of this Contract, CMAR shall provide insurance as follows:

a. WORKERS' COMPENSATION

- i. CMAR shall maintain workers' compensation and employer's liability insurance for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable.
- ii. CMAR shall maintain statutory limits of state industrial and occupational disease insurance for employees engaged on or at the site of the project in accordance with Chapters 616A to 616D, inclusive, and 617 of Nevada Revised Statutes.
- iii. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- iv. CMAR waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by CMAR pursuant to Section 2.c of this agreement.

The policy shall include an endorsement waiving the insurance company's rights of subrogation against the Owner. This endorsement shall be at least as broad as National Council on Compensation Insurance (NCCI) Waiver of Our Right to Recover from Others Endorsement form WC 00 03 13.

b. AUTOMOBILE LIABILITY

- i. CMAR shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 combined single limit of liability for bodily injury and property damage each accident.
- ii. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
- iii. Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.
- iv. CMAR waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by CMAR pursuant to this Agreement.

c. COMMERCIAL GENERAL LIABILITY

- i. CMAR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with total limits of not less than \$7,000,000 each occurrence and \$9,000,000 general aggregate.
- ii. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project.
- iii. GL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors and subcontractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- iv. Additional Insured:
 1. Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 11/85 or a substitute providing equivalent coverage, and under the commercial umbrella, if any; OR
 2. Owner shall be included as an insured under the CGL, using ISO additional insured endorsements CG 20 10 and CG 20 37 or their equivalent, including coverage for Owner with respect to liability arising out of the completed operations of CMAR.
- v. Completed operations coverage shall be maintained in effect for the benefit of Owner for a period of two (2) years following the completion of the work specified in Section 1.62 of the CMAR construction contract.
- vi. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Owner.

- vii. The status of Owner as an insured under a CGL obtained in compliance with Section 1.c.iv of this agreement shall not restrict coverage under such CGL with respect to the escape of release of pollutants at or from a site owned or occupied by or rented or loaned to Owner.
- viii. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured's work.
- ix. Electronic Data Liability:
 - 1. CMAR shall maintain electronic data liability insurance applicable to the Project and insuring against liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than \$1,000,000.

d. PROFESSIONAL LIABILITY / ERRORS & OMISSIONS

- i. CMAR shall obtain Professional Liability Insurance when DCSD is the beneficiary of the CMAR's service or advice. This coverage focuses on alleged failure to perform on the part of, financial loss caused by, and error or omission in the service or product sold by the CMAR. These are potential causes for legal action that would not be covered by a more general liability insurance policy which addresses more direct forms of harm.
- ii. CMAR shall maintain professional liability (errors & omissions) insurance with total limits of not less than \$3,000,000 each claim or wrongful act.
- iii. Professional liability insurance shall cover liability arising out of wrongful acts, including any actual or alleged breach of duty, neglect, error, misstatement, misleading statement or omission committed solely in connection with the CMAR's professional services.
- iv. If professional liability insurance is written on a claims-made or claims-made and reported coverage form, any Retroactive or Pending & Prior Exclusion Dates shall be prior to the effective date of any services provided under this Agreement.
- v. CMAR will maintain professional liability insurance during the term of this Agreement and for a period of three (3) years from the date of completion of the construction of the project unless waived by the Owner.
- vi. In the event that the CMAR goes out of business during the term of this Agreement or the three (3) year period described above, CMAR shall purchase at the request and expense of the Owner, if available, Extended Reporting Coverage for claims arising out of the CMAR'S negligent acts, errors and omissions committed during the term of the Professional Liability Policy.

2. GENERAL REQUIREMENTS:

- a. Evidence of Insurance: Prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage, CMAR shall furnish Owner with a certificate(s) of

insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

- b. Subcontractors' Insurance: CMAR shall cause each subcontractor employed by CMAR to purchase and maintain insurance of the type specified above. When requested by Owner. CMAR shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.
- c. OWNER and CMAR waive all rights against each other and any of their subcontractors, agents, employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance, except such rights as they have the proceeds of such insurance held by OWNER as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- d. All insurance shall be on an occurrence basis and not a claims-made basis, except for professional liability/errors & omissions.
- e. All required insurance coverage as stated herein will be evidenced by a current ACORD Form 25 Certificate(s) of Insurance; such Certificates will include, but will not be limited to, the following:
 - i. All Certificates for each insurance policy are to be signed by a person authorized by that insurer.
 - ii. Each insurance company's rating as shown in the latest Best's Key Rating Guide will be fully disclosed and entered on the required Certificates of Insurance. The insurance companies must have a Best's Rating of at least A- VII or better in the latest edition of Best's Insurance Reports. The adequacy of the insurance supplied by CMAR (or its Subcontractors) including the rating and financial health of each insurance company providing coverage, is subject to the approval of OWNER, approval of which shall not be unreasonably withheld.
 - iii. Said policies, except Worker's Compensation and Professional Liability, shall name OWNER, its agents, employees, and members of the Board of Trustees as additional insureds. The policies will be primary and any other insurance carried by OWNER and/or CONTRACTOR shall be excess and not contributing therewith.
 - iv. Each insurance policy supplied by CMAR (or its Subcontractors) must be endorsed to provide that the coverage will not be canceled or materially changed without prior written notice to OWNER. CMAR shall provide written notice by mail of any material change, suspension, voiding or reduction in coverage or in limits, of any insurance policy, which provides coverage required by this Contract. Said notice must be provided per policy provisions. This notice requirement does not waive the insurance requirements contained herein.
 - v. CMAR (or its Subcontractors) will furnish renewal certificates for the required insurance during the period of coverage required by this Contract.

Failure of Owner to demand such certificate or other evidence of full compliance

with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of CMAR's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting CONTRACTOR or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

- vi. CMAR (or its Subcontractors) will furnish renewal certificates for the same minimum coverage's as required by this Contract. The notice for renewal will be submitted forty-five (45) days in advance of the expiration date shown on the Certificate of Insurance. A second request will be mailed if the Certificate is not received within ten (10) days. If, within twenty (20) days from the date of notice of renewal, the Certificate has still not been provided, OWNER may declare CMAR (or its subcontractors) in default of its obligations under this Article.
- vii. All deductibles and self-insured retentions will be fully disclosed in the Certificates of Insurance. CMAR (or its Subcontractors) is responsible for any deductible or self-insured retention contained within the insurance program.

3. ABSENCE OF INSURANCE:

In the event CMAR fails to provide OWNER with the insurance described in Articles 8.1 and 8.2, no work shall commence. If the coverage required by CMAR is canceled, all Work shall stop immediately, until the problem is resolved.

4. MAINTENANCE OF DEDUCTIBLE:

- a. If the loss is caused by CMAR (or its Subcontractors), CMAR will be responsible for maintenance of the deductible per each occurrence of a loss if arising out of property damage liability, including loss of use thereof, the first \$5,000.
- b. All deductibles under shall be paid by CMAR, directly to OWNER.

5. CLAIM REPORTING:

CMAR shall immediately report any incident or claim, no later than twenty four (24) hours after occurrence, to OWNER.

6. FAMILIARITY WITH COVERAGE:

It is CMAR's responsibility to familiarize itself with the coverages described in this section.

ARTICLE 14

The Owner will be responsible for purchasing and maintaining their own liability insurance and, at their option, may purchase and maintain such insurance as will protect the Owner against claims that may arise from operations under the contract documents.

ARTICLE 15

The CMAR shall not assign, transfer, or delegate any rights, obligations, monies or duties under this

Agreement without the prior written consent of the Owner.

ARTICLE 16

This Agreement constitutes the entire agreement between the parties and may be modified only by a written endorsement executed by the parties.

ARTICLE 17

This Agreement may be amended or terminated by mutual written consent of the parties hereto. The Owner, however, specifically reserves the right at any time to terminate this Agreement without cause upon seven (7) calendar days' written notice of termination. Upon termination, for other than a breach of this Agreement by the CMAR, the Owner shall make payments to the CMAR as a ratable percentage of the amount of work effort that the CMAR has expended in Current Task (refer to Article 7) versus the total amount of work effort reasonably anticipate as required to obtain task completion for Current Task as of the time of the notice of termination. The making of such payments by the Owner shall constitute a complete release of all the responsibilities of the Owner under the terms of this Agreement. The CMAR waives any and all claims for overhead and profit on the services or work remaining at the time of termination. Otherwise, payment is due and payable at completion of Current Task per Article 7.

ARTICLE 18

Any sketches, reports, studies, photographs, negatives, or other documents prepared by the CMAR in the performance of his obligations under this Agreement shall be the exclusive property of the Owner and all such materials shall be remitted to the Owner by the CMAR upon completion, termination, or cancellation of this Agreement. The CMAR shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the CMAR's obligations under this Agreement, without the prior written consent of the Owner. Such instruments and copies shall not be used on any other project, and, with the exception of those sets that have been signed in connection with the execution of the agreement, shall be returned to the Owner on request upon completion of the project.

ARTICLE 19

In connection with the performance of work under this Agreement, the CMAR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. Such agreement shall include, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CMAR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by the CMAR shall constitute a material breach of this Agreement.

ARTICLE 20

The parties agree that the CMAR is an independent contractor and that this Agreement is entered into in accordance with Nevada Revised Statutes 284.173, which statute in pertinent part provides that the CMAR is not a Douglas County School District employee and that the CMAR will not be entitled to any Douglas County School District employee insurance or benefits.

REST OF PAGE DELIBERATELY LEFT BLANK

In witness whereof, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

Owner, Douglas County School District

_____ **Date** _____
Teresa White, Superintendent

Construction Manager at Risk (CMAR)
Construction Company Name

_____ **Date** _____
CMAR Representative, Title

EXHIBIT C
CMAR FEE PROPOSAL FORM

ARTICLE 1 PROPOSED FEES

(A) CMAR's Fixed Fee (for Pre-Construction Services) \$ _____
(B) CMAR's Construction Services Fee (Expressed as a Percentage of **TOTAL** construction costs) _____%
(C) Proposed Fee % (from **B** above) x Estimated Construction Budget (from RFP) _____
\$ _____

The Proposed Compensation shall be established by the following formula: Preconstruction Fixed Fee + (Construction Services Rate multiplied by the Estimated Cost of Construction set forth in this RFP). Scores will be calculated by dividing the Proposer's Proposed Compensation by the lowest Proposed Compensation multiplied by the total possible 15 points.

The General Conditions of the contract will be issued to CMAR firms short-listed, and has been made available on the Owner's website. The CMAR's Proposed Construction Phase Fee will be in accordance with the terms and conditions.

ARTICLE 2 PAYMENT SCHEDULE

Payment for pre-construction services will be made in accordance with the following schedule:

<u>Phase of Work</u>	<u>Payment</u>
Design Development Phase	20% of Total
50% Construction Documents	20% of Total
100% Construction Documents	30% of Total
Issuance of GMP Proposal	20% of Total
Issuance of Final CMAR Review Comments	10% of Total

ARTICLE 3 REFERENCED DOCUMENTS

The following documents are referenced herein and form the basis for the CMAR's Fee Proposal:

1. CMAR Request for Proposals
2. Owner-CMAR Pre-Construction Agreement
4. Owner-CMAR Construction Agreement
5. General Conditions of the Contract
6. Compensation Conditions of the Contract

ARTICLE 4 CMAR SIGNATURE

Construction Manager at Risk

CMAR Firm Name _____

By _____

Print Name _____

Title _____

Date _____