



Request for Proposals
(RFP)

25RFP004

Construction Manager at Risk
(CMAR)
BSL-3 Lab Construction

ISSUED 11/12/2024

280 South Decatur Boulevard
Las Vegas, Nevada 89107

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SECTION I - INTRODUCTION

A. Purpose

The Southern Nevada Health District (“SNHD”) requests proposals from experienced and qualified, pursuant to Nevada Revised Statutes (“NRS”) 338.1379, Nevada-licensed General Contractors to serve as Construction Manager at Risk (“CMAR”) for the construction of a new Biosafety Level 3 (“BSL-3”) laboratory in Las Vegas, Nevada (“Project”). The cost of the Project will be based on a Guaranteed Maximum Price (“GMP”).

CMAR shall be responsible for making reasonable improvements to the proposed construction schedule by recommending construction phasing to reduce the duration of construction. To achieve these objectives, CMAR should consider identification of long lead items, further development of the phased construction strategy, initiation of preliminary discussions with the approving agencies to expedite their reviews, and proactive interaction with subcontractors to establish their commitment to the Project budget and schedule objectives. CMAR duties include without limitation:

1. Preconstruction services, such as, development of schedules, preparation of construction cost models/estimates, packaging of early trade bid packages, and field verification of conditions, for the purpose of controlling the Project cost and schedule.
2. Reviewing designs, costs, schedules and other aspects, as applicable.
3. Bidding/buyout of subcontractor work to maintain the GMP and schedule.

B. Entity Information

SNHD was created in 1962 when the State Legislature combined the health departments of the county and several adjoining cities. SNHD is one of the largest local public health organizations in the United States serving over 2.3 million residents and safeguarding the public health of over 40 million visitors to Las Vegas annually.

SNHD’s mission is, “To assess, protect, and promote the health, the environment, and the well-being of Southern Nevada communities, residents, and visitors.”

SNHD’s governing body is the Southern Nevada District Board of Health (“Board”). The Board is vested with jurisdiction over all public health matters within Clark County Nevada.

C. Funding

Any contract awarded under this RFP will be funded by an award from Clark County, Nevada and by Nevada Senate Bill No. 118, 2023, shall be subject to the availability of funding, and shall be immediately terminated if any funding budgeted for the contract is withdrawn, limited, or impaired.

D. Anticipated Contract Type

The contract type will be an American Institute of Architects (AIA) GMP contract.

E. Anticipated Contract Term

The contract term will be approximately 14 months starting in March 2025 and ending with final acceptance by SNHD as Project Owner by April 2026.

F. Ethics in Public Procurement

It is unlawful for any vendor to offer or any SNHD employee or their immediate family to solicit or accept a gratuity in connection with the solicitation, award, or administration of an RFP.

SECTION II - SCOPE OF SERVICES

A. Project Description

1. SNHD is constructing a new BSL-3 lab. Construction drawings and specifications have been included to guide all aspects of the site and building scope. The selected CMAR will coordinate with the current civil on-site and off-site bid package previously issued.
2. The Nevada Office of the Labor Commissioner (“OLC”) Public Works Identifying Number (“PWP”) for the Project will be obtained when the Project is awarded and/or when the GMP has been agreed to so that applicable Prevailing Wage rates apply.
3. The selected CMAR will work with the SNHD and SNHD’s contracted Architectural/Engineering (“A/E”) team, **EWINGCOLE** (“Architect”).
4. The selected CMAR’s Project Manager or Superintendent will meet with SNHD at least weekly or as needed/requested.
5. The selected CMAR shall be responsible for all construction activities necessary to complete the BSL-3 laboratory as detailed in the architectural and engineering drawings and specifications provided summarized as follows:
 - a. Site Preparation:
Clearing, leveling, and grading as required to ensure suitable foundations and utilities.
 - b. Structural Build:
Construction of walls, floors, ceilings, and other containment features adhere to BSL-3 standards.
 - c. Mechanical, Electrical, and Plumbing (MEP) Installations:
Integration of robust systems supporting HVAC, pressurized ventilation, and emergency power, designed to maintain biosafety and control contaminants. Scope includes the exterior MEP yard and the new E-generator.
 - d. Containment Systems:
Installation of air filtration systems, including high-efficiency particulate air (HEPA) filtration, dedicated exhaust, and airflow monitoring controls.
 - e. Laboratory Equipment and Furnishings:
Furnishing and installation of laboratory-specific fixtures, cabinetry, work surfaces, and biosafety hoods, as detailed in the plan specifications.
 - f. Compliance and Safety Standards:
Assurance that all aspects of the build adhere to CDC/NIH BSL-3 containment guidelines and OSHA requirements for laboratory facilities.
 - g. Testing and Commissioning:
Full testing and certification of the BSL-3 laboratory, including airflow validation, containment performance, and emergency systems.

h. Site Improvements:

Reworking of the site improvements including the existing parking area east of the new building and the new wall and man gate west of the new building. Reference Package 1 issuance.

i. Taxes, Licenses, and Permits:

The selected CMAR shall secure all required licenses, permits and insurance necessary for the proper execution and completion of the Project. Owner is exempt from paying state, local and federal excise taxes. Owner's State Tax Exempt Number is RCE-004-676. Owner's Federal Tax ID number is 88-0151573.

6. Compliance and Regulations

- a. All work must adhere to the approved permit drawings provided with this RFP.
- b. All work must comply with local building codes, regulations, and safety standards.
- c. The Project, CMAR and subcontractors must comply with Occupational Safety and Health Administration (“OSHA”) requirements, NRS 338 and all applicable federal, state, county and city statutes, regulations, and codes.
- d. CMAR shall ensure that all employees on the Project are paid, at a minimum, the Prevailing Wages for Clark County Nevada established by the Nevada OLC. [Obtain Clark County Prevailing Wages here.](#)
- e. CMAR and all subcontractors working on the Project shall comply with the [Nevada Apprenticeship Utilization Act.](#)

B. Project Schedule

The Project schedule begins in March 2025 and finishes with final acceptance by SNHD as Project Owner by April 2026. These schedule assumptions are subject to change at SNHD’s discretion.

C. Project Team

1. SNHD's Project representative is Chief Facilities Officer Sean Beckham.
2. The Architect’s Project representative is David Keith, AIA, QPCR.

SECTION III - TIMETABLE AND PROVISIONS

A. Timetable

RFP Issuance.....	11/12/2024
Mandatory Site Visit	4:00 PM PST on 11/19/2024
Deadline to Submit Questions	2:00 PM PST on 12/03/2024
Deadline to Disseminate Questions and Answers	12/10/2024
Deadline to Submit Proposals	2:00 PM PST on 01/09/2025
Evaluation Completed / Notification of Intent to Award.....	01/16/2025
Contract Development / Board Consent	January-March 2025
Project Start Date	March 2025
Project Completion / Owner Acceptance.....	April 2026

B. Authorized Contact

1. All questions about this RFP from RFP Issuance to Notification of Intent to Award shall be directed only to the Authorized Contact, Kevin Bratcher, at procurement@snhd.org. No other person has the authority to respond to questions about this RFP unless authorized by written addendum issued by the Authorized Contact.
2. Communication about this RFP with anyone associated with the SNHD other than the Authorized Contact is prohibited. **Proposals will be rejected for noncompliance with this prohibition.**

C. Mandatory Site Visit

1. A mandatory site visit will occur at **4:00 PM PST on 11/19/2024**, at [700 S. Martin Luther King Blvd., Las Vegas, NV 89106](#).
1. Complete [Attachment A - Mandatory Site Visit Form](#) and email it to procurement@snhd.org. The Authorized Contact will confirm attendance to the email addresses provided. Please return completed Mandatory Site Visit Form by **5:00 PM PST on 11/18/2024**.
2. While Project representatives may answer questions asked during the site visit, to be considered valid, questions must be submitted in writing as provided in Section III.D below.

D. Questions

1. Questions about this RFP must be submitted in writing via email to procurement@snhd.org by **2:00 PM PST on 12/03/2024**, except if related to addenda issued after this deadline. Indicate “25RFP004 Questions” in the email subject line.
2. Questions submitted by the Deadline to Submit Questions and the corresponding answers will be posted to [SNHD’s Public Notices website](#) by 5:00 PM PST on 12/10/2024.

E. Deadline to Submit Proposals

Proposals must be received by **2:00 PM PST on 01/09/2025**.

F. Late Proposals

Proposals received after **2:00 PM PST on 01/09/2025** will be rejected as late.

G. Submission of Proposals

1. Email **one (1) PDF file** to procurement@snhd.org. Indicate “25RFP004 Proposal” in the email subject line.
2. Mailed, hand-carried or faxed proposals or hyperlinks to proposals will not be accepted or considered.

H. Public Opening and Recording of Proposals

2. Proposals will be publicly opened at **2:00 PM PST on 01/09/2025** at [280 S. Decatur Blvd., Las Vegas, NV 89107](#).
3. Proposers’ names and proposal amounts will be read aloud and recorded on the Receipt of Proposals. The Receipt of Proposals will be certified by signature of the Authorized Contact and a designated witness.
4. The Authorized Contact will email the certified Receipt of Proposals to Proposers by 5:00 PM PST on 01/09/2025. The certified Receipt of Proposers will be posted to [SNHD’s Public Notices website](#) by 5:00 PM PST on 01/10/2025.

I. Notification of Intent to Award

The Authorized Contact will email the Notification of Intent to Award to Proposers by 5:00 PM PST on 01/16/2025.

SECTION IV - INSTRUCTIONS TO PROPOSERS

A. Proposal Preparation

Answer all questions and provide all information/documentation **organized as follows**:

1. Cover Letter

Submit a cover letter on Proposer's (Company) letterhead signed by Proposer's legally authorized representative (principal in charge), including Proposer's name, address, phone number, email address, website URL; the RFP number, name, and issue date; and a brief statement of interest.

2. General Requirements (Tab 1)

- a. Complete and submit [Attachment B - Proposal Form](#).
- b. Submit a copy of Proposer's Nevada business license.
- c. Submit a copy of Proposer's Nevada contractor license.
- d. Answer, and explain the circumstances as applicable, the following:
 - 1) Has Proposer ever been terminated from a project before it was completed?
 - 2) Has Proposer (including officers or principal of Proposer, of Proposer's Company, or of another business entity) ever failed to complete a project/contract?
 - 3) Has Proposer ever been disciplined or fined by the Nevada State Contractors' Board or another government agency due to inability to perform work like this RFP?
 - 4) Has Proposer or intended subcontractors ever been excluded, debarred, or disqualified from doing business with a government agency? (Note: CMAR is required to confirm that intended subcontractors have not been excluded, debarred, or disqualified.)
 - 5) Has Proposer ever been disqualified from being awarded a contract pursuant to NRS 338.017, 338.13895, or 338.1475?

3. Company Description and Qualifications (Tab 2)

- a. Description of Company (Proposer)
 - 1) Provide Company name and the number of years operating under that name and provide any other name(s), and the number of years operating under those name(s).
 - 2) Provide location of Proposer's principal and branch offices.
 - 3) Provide ownership type including date of formation/organization and names of all principals, members, partners, officers and/or owners.
 - 4) Provide length of time in business as a general contractor.
 - 5) List all jurisdictions and trade categories in which Proposer is legally qualified to do business and indicate registration or license numbers.
 - 6) List all work Proposer is licensed to self-perform.
- b. Insurance
 - 1) Provide name of Proposer's insurance carrier(s).
 - 2) Provide name and address of Proposer's insurance agent(s) and a Certificate of Insurance for each policy or evidence of contractual insurance agreements.
 - 3) Provide total amount of Proposer's excess liability insurance coverage.
 - 4) Provide Proposer's general liability insurance rate.

c. Safety

- 1) Describe in detail Proposer's safety program.
- 2) Provide Proposer's safety officer's name, address, phone, email, and resume.
- 3) Provide any violations of OSHA regulations Proposer has been found guilty of by OSHA within the last five (5) years.
- 4) Provide a summary of Proposer's safety violations within the last five (5) years.
- 5) Provide Proposer's designated Experience Modification Rate (EMR) (required <1%).

d. Bonding Information

- 1) Provide name and address of Proposer's bonding company.
- 2) Provide name and address of Proposer's bonding agent.
- 3) Provide Proposer's maximum bond amount currently available.
- 4) Provide evidence from Proposer's bonding company of Proposer's current project-specific bonding capacity.
- 5) Provide Proposer's bond rate.

e. Bonding Requirements

- 1) The successful CMAR, upon notification of the award of Project, shall deliver the required performance and materials/payment bonds in the amount of 100% of the Project to be furnished within 10 business days of notice of award. Bond must be to SNHD, executed by a surety company authorized to do business in Nevada.
- 2) The bond shall stay in full force and effect until Owner has accepted the Project. Should any surety become insolvent or cease to do business in Nevada, CMAR shall immediately provide a new surety satisfactory to Owner. No payment will be made under the contract until the new surety is qualified and bond accepted by Owner.

f. Inspections

CMAR shall contact Owner's Project representative when work is ready for inspection. Payment is contingent upon passing any inspection. Owner will not reimburse CMAR for work/materials needed to remedy "no pass" work. Owner may inspect Project at any time with or without prior notification to CMAR. Owner shall have the right to observe all framing, electrical or plumbing work before it is covered. Should any work be covered contrary to request or to any contract requirement, the Owner may order it uncovered for inspection. CMAR shall uncover and replace all such work at its own expense. Any work or materials installed contrary to any contract requirements or rejected as defective by Owner shall promptly be removed, replaced or corrected as applicable. CMAR shall be responsible for the cost of this work. CMAR shall notify Owner 24 hours in advance before covering up any concealed work or conducting tests mandated by any authority.

4. Project Experience and References (Tab 3)

- a. Describe Proposer's experience with projects of similar size and Proposer's experience with such projects in Nevada and/or for other government agencies.
- b. List the categories of work Proposer normally performs with its own forces.
- c. Provide a minimum of three (3) verifiable references for similar projects performed in the last five (5) years. Provide project/contract dates and amounts, and contact name, phone, and email.
- d. Describe key staff's experience with similar projects including each staff's role in the project.

5. Project Approach / Management (Tab 4)

Describe your Company's approach to the following:

- a. Communicating with a project owner and team, A/E team members, and subcontractors.
- b. Incorporating virtual construction and Building Information Modeling (BIM).
- c. Performing construction administration and management.
- d. Performing preconstruction services including involving/using subcontractors.
- c. Qualifying subcontractors.
- d. Controlling the project construction budget and schedule.
- e. Performing quality assurance/quality control during construction.
- f. Administering a safety program.
- g. Achieving project close-out (commissioning, punch-list completion, and warranty work).

6. Price (Tab 5)

Complete and submit [Attachment C - Price Form](#). Provide cost information relative to components of costs as a CMAR as follows:

- a. Preconstruction Fee Range: Provide your typical preconstruction fee percentage range for projects. Describe the specific scope of items typically included in your preconstruction fee.
- b. Construction Fee Range: Provide your typical construction fee percentage range for projects.
- c. Hourly Rates: Provide customary hourly rates for the Project Manager, Project Superintendent and other key staff generally assigned to a CMAR project.

7. Subcontractor Lists (Tab 6)

Submit the name of each Subcontractor that will be paid an amount exceeding one percent (1%) and five percent (5%) of the total Project cost. Proposer must verify prior to submitting its proposal that all subcontractors listed are properly licensed. Proposers may use the [OLC's Subcontractor List for Public Works Projects](#) form as a template.

B. Proposer Representations

Proposers are expected to examine all RFP documents including addenda. By submitting a proposal, Proposer represents and/or certifies that Proposer:

1. Has read and understands this RFP and all addenda, asserts that its Proposal is made in accordance therewith, and shall be considered a firm offer for 90 calendar days from proposal opening.
2. Has independently derived without collusion its proposal in accordance with this RFP.
3. Has not communicated about this RFP with anyone associated with SNHD other than the Authorized Contact.
4. Is qualified to bid on public works projects pursuant to NRS 338.1379.
5. Is registered in the System for Award Management (SAM). If CMAR is not currently registered in SAM, CMAR is required to do so, as CMAR's status will be checked in SAM using CMAR's Unique Entity Identifier (UEI) provided by SAM.
6. Has visited the Project site and is aware of the conditions under which work will be performed.
7. Shall comply with Nevada OLC requirements regarding Prevailing Wages and the Apprenticeship Utilization Act.

8. Shall comply with all applicable provisions of NRS Chapter 338 and Nevada Administrative Code 338, incorporated herein by this reference whether explicitly stated.
9. Shall comply with the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, the President's Executive Order Number 11246 (requirements under this order are explained in [Executive Order 11246, As Amended](#)) and regulations issued pursuant to those acts/orders.
10. Has read and shall comply with [SNHD's Code of Conduct](#).
11. Shall submit certified payroll to procurement@snhd.org for the duration of the Project.

C. General Conditions

1. Interpretation or Correction of Solicitation Documents

- a. Proposer shall promptly notify the Authorized Contact in writing of any ambiguity, inconsistency, or error, which it may discover in the solicitation documents and/or to request clarification or interpretation of the solicitation documents by the Deadline to Submit Questions, except if related to addenda issued after this date.
- b. Changes to this RFP will be only by written addenda issued by the Authorized Contact or his designee. Addenda will be posted to [SNHD's Public Notices website](#). Proposer shall be responsible for ensuring that its proposal reflects all addenda.

2. Responsive Proposal

A responsive proposal is one that conforms in all material terms and conditions of the RFP. SNHD reserves its right to waive any technicality, irregularity, or informality in determining a proposal's responsiveness.

3. Responsible Proposer

A responsible proposer is one who submits a responsive proposal and possesses the ability to perform successfully under the terms and conditions of the RFP, considering proposer's integrity, compliance with public policy, record of past performance, and financial and technical resources, that will assure good faith performance.

4. Rejection of Proposals and Cancelation of RFP

SNHD reserves its right to reject any proposal that does not conform to the RFP requirements, to reject any or all proposals, and to cancel this RFP for any or no reason.

5. Modification or Withdrawal of Proposal

Proposer may modify or withdraw its proposal by submitting a written request to the Authorized Contact prior to the Deadline to Submit Proposals.

6. Proposal Costs

SNHD will not reimburse Proposer for any costs incurred to prepare or submit a proposal.

7. No Guaranteed Contract

This RFP neither creates an offer to contract nor commits SNHD to award a contract.

8. Limited Contract

SNHD reserves its right to contract for less than all the services specified herein, for example, to exclude less critical portions of the Project.

9. Exclusivity

Nothing in this RFP or in any resulting contract precludes SNHD from obtaining services like those specified herein from other sources.

10. Public Records

Proposal must not contain confidential or proprietary information. SNHD is subject to the Nevada Public Records Act. Pursuant to NRS 239.010, et seq., documents provided to SNHD are considered public records open to inspection and copying by any person. Proposal must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any proposal marked “confidential” or “proprietary” or that contains materials so marked may be returned to Proposer and not considered for award. SNHD will produce documents provided by any Proposer even if marked “confidential” or “proprietary” pursuant to a public records request and will not be liable for disclosure of any Proposer’s documents or information.

SECTION V - EVALUATION AND AWARD

Proposals submitted by the Deadline to Submit Proposals will be reviewed for responsiveness to the RFP requirements. Responsive proposals will be evaluated per the following Evaluation Criteria. SNHD reserves its right to consider any other factors when evaluating proposals and Proposers if doing so is in SNHD's best interests.

A. Evaluation and Selection

Proposal Form (Attachment B)	Pass/Fail
Nevada Business License	Pass/Fail
Nevada Licensed Contractor	Pass/Fail
EMR of <1%	Pass/Fail
Project Termination	Pass/Fail
Incomplete Project	Pass/Fail
Disciplinary Action	Pass/Fail
Excluded or Debarred	Pass/Fail
Disqualified per NRS 338	Pass/Fail

1. Company Description and Qualifications	25 Points
2. Project Experience (Similar Projects)	20 Points
3. References	10 Points
4. Methodology and Approach	25 Points
5. CMAR Fee (Attachment C)	20 Points
Total Points	100 Points

B. Clarification, Interviews and Additional Information

1. SNHD reserves its right at its sole discretion to contact Proposers to clarify proposals or to obtain additional information, and/or to conduct site visits and/or interviews, and/or to request that Proposers make presentations. Failure to provide requested information may eliminate a Proposer from further consideration.
2. SNHD reserves its right to base its decision solely on proposals, irrespective of any other requests or interactions referenced in the preceding paragraph (B.1).

C. Contract Development and Recommended Award

1. The Proposal selected for award, if any, will be the one that is most beneficial regarding Proposer's experience, qualifications and capabilities, and price, and/or that best meets SNHD's needs.
2. If a satisfactory contract cannot be finalized with any selected Proposer within 60 (sixty) calendar days, SNHD at its sole discretion will formally terminate discussions with that Proposer and begin discussions with another Proposer or cancel or reissue the RFP.
3. The contract recommended for award will be presented to the Board for consent as required.

D. Disqualification of Proposers and Rejection of Proposals

Proposers may be disqualified, and proposals may be rejected for many reasons including but not limited to:

1. Proposer is not qualified to submit a proposal.
2. Proposer is not responsive or not responsible.
3. Failure to comply with submission instructions.
4. Failure to submit information and/or documents required per this RFP or as requested.
5. Providing incorrect or misleading information or misrepresentation in any form.
6. Failure to use or sign any RFP form or altering any RFP form.
7. Failure to acknowledge receipt of addenda (posted to [SNHD's Public Notices website](#)).
8. Evidence of collusion among Proposers.
9. Omission of any required bid security in an acceptable form.
10. Demonstrated poor performance or defaulting on a prior contract(s).
11. The quality of services, materials, equipment, or labor offered does not conform to this RFP.
12. Contacting or communicating about this RFP with anyone other than the Authorized Contact.
13. Public interest would be served by disqualifying the Proposer or rejecting the proposal.

ATTACHMENT A
Mandatory Site Visit Form

The mandatory site visit is scheduled for **4:00 PM PST on 11/19/2024**.

Complete/email this Form to procurement@snhd.org by **5:00 PM PST on 11/18/2024**.

The Authorized Contact will reply to the contact emails provided with pertinent information as applicable.

Attendance is limited to two (2) persons per Bidder.

Company Name: _____

Company Address: _____

Company Phone: _____

Contact Name: _____

Contact Title: _____

Contact Phone: _____

Contact Email: _____

Attendee #1 Name: _____

Attendee #1 Title: _____

Attendee #1 Phone: _____

Attendee #1 Email: _____

Attendee #2 Name: _____

Attendee #2 Title: _____

Attendee #2 Phone: _____

Attendee #2 Email: _____

**ATTACHMENT B
Proposal Form**

Provide the following information. Indicate "None" as applicable.

The undersigned, as an authorized representative of the company named below, having examined this Request for Proposals and any related documents, hereby offers to furnish all labor, materials, tools, supplies, equipment, and services necessary to comply with the specifications, terms and conditions set forth herein.

Company name:	
Company address:	
Company website:	
Ownership type (i.e., partnership, corporation):	
Company officers' names, titles, and number of years each has worked in the general construction industry:	
Number of years in business:	
Number of employees:	
Federal tax ID number:	
Nevada business license number:	
Nevada contractor's license number(s):	
Sam.gov unique entity identifier (UEI):	
Does the proposal include exceptions to any RFP specifications/requirements?	Yes ___ No ___

Signer acknowledges receipt of addenda issued/posted to [SNHD's Public Notices website](#):

Addendum No. _____ Issue Date _____

Addendum No. _____ Issue Date _____

Addendum No. _____ Issue Date _____

Addendum No. _____ Issue Date _____

Authorized Signature: _____ Date _____

Printed Name and Title: _____

Phone(s): _____ Email: _____

ATTACHMENT C
Price Form

The undersigned, as an authorized representative of CMAR (Company named below), proposes to provide and to furnish for the stated Guaranteed Maximum Price (GMP), as defined in Appendix 1, all labor, material, tools, utilities, transportation, equipment, and services required to perform and to complete in a workmanlike manner all work for the Project within the established contract time subject to liquidated damages for any excess calendar days as applicable.

CMAR's GMP for the Project:

- | | |
|--|-----------------|
| 1. Cost of the Work (excluding General Conditions) | \$ _____ |
| 2. CMAR's General Conditions | \$ _____ |
| 3. CMAR's Fee | \$ _____ |
| 4. CMAR's Contingency | \$ _____ |
| 5. Owner's Contingency | \$ _____ |
| 6. Total GMP | \$ _____ |

Authorized Signature: _____

Printed Name and Title: _____

Company Name: _____

Date: _____

APPENDIX 1
Guaranteed Maximum Price Definitions

1. Cost of the Work includes the following:

- a. The cost of all materials, supplies, and equipment incorporated into the Project.
- b. All costs directly incurred for the Project, including costs which are reasonably inferable from the contract as being necessary to produce the finished construction as described in the contract, excluding costs covered under CMAR's General Conditions and CMAR's Fee.
- c. Wages paid for labor in the direct employ of CMAR for the Project. Labor rates including fringe benefits for the Project shall be in conformance with the applicable Prevailing Wage Rates as published by the Nevada Office of the Labor Commissioner.
- d. All payments made by CMAR to subcontractors and suppliers for the Project.
- e. The cost of insurance and bonding.
- f. The cost of all required inspections, permits, fees, licenses, testing, transportation, storage, and handling for the Project.
- g. The cost of sales, use, gross receipts, or other taxes, tariffs, or duties for the Project.
- h. Rental charges for all necessary machinery and equipment used for the Project, whether rented from CMAR or others, including installation, repair and replacement, dismantling, removal, maintenance, transportation, and delivery costs.

2. CMAR's General Conditions includes the following:

- a. CMAR's General Conditions shall be itemized and provided to Owner. The total amount of CMAR's General Conditions shall be invoiced in equal monthly installments during the contract.
- b. Salaries for CMAR's superintendent, foreman, project manager, project engineer, project coordinator, project estimator, and project scheduler.
- c. Salaries for CMAR's employees who are stationed at CMAR's field office, and employees who are on the road expediting the production or transportation of materials and/or equipment.
- d. Salaries for CMAR's employees who are stationed at CMAR's principal or branch offices, while those employees are performing functions related to the Project.
- e. The cost of all employee benefits, taxes, and insurance, and other fringe benefits as required by law, labor agreements, or paid under CMAR's standard personnel policy, so far as such costs are actually paid to CMAR's employees who are engaged on the Project.
- f. Reasonable transportation, travel, meals, and hotel expenses for CMAR's personnel incurred in connection with the Project.
- g. The cost (including transportation and maintenance) of all materials, supplies, equipment, and temporary facilities that are used for or consumed in the Project.
- h. The cost of all small tools that are not owned by workers.
- i. All costs associated with establishing, equipping, operating, maintaining, and demobilizing CMAR's field office(s).

- j. All incidental costs (e.g., phone service, internet service, postage, express delivery charges) and reasonable petty cash expenses at CMAR's field office.
- k. All temporary water, power, and fuel costs necessary for the Project.
- l. All costs for removal of any generated non-hazardous substances, debris, and waste materials.
- m. All costs related to CMAR's safety program.

3. CMAR's Fee includes the following:

- a. Salaries for incidental employees who are performing work on the Project at CMAR's principal and branch offices except any employees who are included in CMAR's General Conditions.
- b. General and administrative expenses for CMAR's principal and branch offices related to the Project. Specifically excluded are general and administrative expenses for CMAR's field office.
- c. CMAR's capital expenses, including interest on any of CMAR's capital used for the Project.
- d. CMAR's profit.

4. CMAR's Contingency includes the following:

- a. CMAR's Contingency is an approved amount that may be utilized by CMAR at its discretion to cover the Cost of the Work and/or to cover the cost of CMAR's General Conditions.
- b. CMAR's Contingency is not available and shall not be utilized for any of the following:
 - 1) Payment of liquidated damages, reimbursement of Owner's additional consultants' services due to CMAR's deficient or delayed performance or defective work, back charges issued by Owner or damages sustained by Owner and attributable to CMAR.
 - 2) Any costs incurred by CMAR (including, but not limited to, legal and expert fees and any other mediation, arbitration or litigation expenses) due to disputes between CMAR and any of its subcontractors and suppliers at any tier.
 - 3) Any costs CMAR recovers from insurance, subcontractors, suppliers, or other sources.
 - 4) Overruns in CMAR's General Conditions unless authorized by in a change order.
 - 5) Costs directly attributable to and part of CMAR's self-performed work.
- c. Costs that are determined to be either over or under the Cost of the Work and/or CMAR's General Conditions as identified in CMAR's Guaranteed Maximum Price shall be accounted for in CMAR's Contingency.
- d. Expenditures from CMAR's Contingency shall be itemized and documented. A current detailed itemization shall be submitted to Owner along with each Progress Payment Application.
- e. Any portion of CMAR's Contingency that remains when the Project is completed shall be split between Owner and CMAR in accordance with CMAR's stated percentages.

5. Owner's Contingency:

Owner's Contingency belongs solely to Owner for the purpose of being allocated towards stipulated additional work as itemized in a change order. Any portion of Owner's Contingency that remains when the Project is completed belongs to Owner.