

**REQUEST FOR PROPOSALS (RFP)  
CONSTRUCTION MANAGER AT RISK SERVICES  
FOR NEW SPARKS CITY HALL**

**RFP #25/26-015**

**SUBMITTALS DUE NO LATER THAN:  
4:00 PM ON JULY 16, 2026**



431 PRATER WAY  
P.O. BOX 857  
SPARKS, NV 89432-0857

Company Name: \_\_\_\_\_

**CITY OF SPARKS  
REQUEST FOR PROPOSALS (RFP) FOR  
CONSTRUCTION MANAGER AT RISK SERVICES FOR NEW SPARKS CITY HALL  
RFP #25/26-015**

NOTICE IS HEREBY GIVEN that the City of Sparks, Nevada, will receive written sealed proposals only, for the project listed above. Said proposals must be in the hands of the Capital Projects Manager at 431 Prater Way, Sparks, Nevada, **NO LATER THAN 4:00 PM ON JULY 16, 2026**. Proposals postmarked prior to, but not received until after this deadline will not be accepted. Proposals may also be hand-delivered to the Purchasing Department physical dropbox/mailbox, located in the lobby of City Hall at any time the building is open or to the Capital Projects Manager also located in the engineering department of City Hall. **Proposer submittals may not be sent to the City of Sparks via the Internet/e-mail and will not be entertained for award by the City of Sparks.** The right is reserved to reject any Proposal or to accept the Proposal which is deemed by the City of Sparks to be in the best interest of the City of Sparks. The City of Sparks reserves the right to waive any irregularities and/or informalities in the proposal process.

All Proposals are to be marked clearly on the outside “RFP Number **25/26-015**, for **CMAR Services – NEW SPARKS CITY HALL.**”

**PROJECT DESCRIPTION:** The primary objectives of this request for proposal (RFP) shall be to provide data necessary for the evaluation of competitive proposals that will result in shortlisting of proposers for interviews, by which at the conclusion of the interview process the City may enter into an preconstruction services agreement with the most qualified proposer in accordance with the “Proposal and Interview Evaluation Process” described in the Special Conditions. The City of Sparks desires an experienced, qualified Construction Manager at Risk (CMAR) to provide preconstruction services, including, but not limited to, pricing, constructability reviews, and innovation/risk services in collaboration with the City’s architectural team to finalize the design and ultimately construct a new Sparks City Hall using the CMAR delivery method. The project site will be located at 650 Marina Gateway Drive in Sparks, NV.

The work to be performed under the preconstruction services agreement shall be commenced by the successful firm after all executed agreement documents have been submitted for the identified scope of work, and after being notified to proceed by the City of Sparks.

RFP documents and specifications may be obtained from the City of Sparks website. Please visit <http://portal.cityofsparks.us/bids> to obtain complete bid documents. There is no cost to use the system or obtain documents, but registration at the site is required. It is the responsibility of all potential bidders/responders to monitor the Purchasing Division’s website for any changing information prior to submitting their bid/proposal. The City of Sparks will not be responsible for the timeliness or completeness of information provided by any 3<sup>rd</sup> party bid listing or re-selling service. For further information, contact the Capital Projects Division at [bcason@sparksnv.gov](mailto:bcason@sparksnv.gov) or at (775) 353-4083 (431 Prater Way, Sparks NV). The individual responsible for coordinating this bid is: Brian Cason, S.E., P.E. – Capital Projects Manager.

Reno Gazette Journal Legal Notices Section

Publish Date: June 10, 2026

Proof of publication required

## **Proposer's Checklist**

A proposer is instructed to complete and return the following forms in order for its proposal to be complete. Failure to return the following items may result in the proposal being declared “non-responsive.”

1. \_\_\_\_\_ Certification Regarding the Proposer Background
2. \_\_\_\_\_ Proposer Information Sheets
3. \_\_\_\_\_ Acknowledgement and Attestation Form (The proposer only has to execute the form that is consistent with how the proposer is organized.)
4. \_\_\_\_\_ Certification Regarding Debarment
5. \_\_\_\_\_ Local Preference (Bidder's Preference) Affidavit
6. \_\_\_\_\_ RFP submittal, conforming to the requirements listed in the Special Conditions (including 1 hard copy, signed original and 1 electronic copy in PDF format on a thumb drive).

## **Certification Regarding the Proposer Background**

### **COMPANY INFORMATION:**

|                                       |
|---------------------------------------|
| Company Name:                         |
| Contact Name:                         |
| Address:                              |
| City:                                 |
| State / Zip Code:                     |
| Telephone Number including area code: |
| Fax Number including area code:       |
| E-mail:                               |

### **COMPANY BACKGROUND**

- 1) Has your company been found liable for breach of contract with respect to a previous project, other than a breach for legitimate cause, during the five years immediately preceding the date of the advertisement for proposals? No\_\_\_ Yes\_\_\_ (If yes, please provide details on an attached sheet.)
  
- 2) Has your company been disqualified from being awarded a contract pursuant to NRS 338.017, 338.13895, 338.1475, or 408.333? No\_\_\_ Yes\_\_\_ (If yes, please provide details on an attached sheet.)
  
- 3) Has your company filed any arbitration requests or lawsuits on contracts awarded within the last five years? No\_\_\_ Yes\_\_\_ (If yes, please provide details on an attached sheet.)
  
- 4) Does your company now have any legal suits or arbitration claims pending or outstanding against it or any officers relating to the performance of a public contract? No\_\_\_ Yes\_\_\_ (If yes, please provide details on an attached sheet.)
  
- 5) Does your company now employ any officers or principals who were with another firm when that company failed to complete a contract within the last five years? No\_\_\_ Yes\_\_\_ (If yes, please provide details on an attached sheet.)
  
- 6) Has your company had a contract partially or completely terminated for default (cause) within the past five years? No\_\_\_ Yes\_\_\_ (If yes, please provide details on an attached sheet.)

- 7) Has your company been found non-responsible on a government bid within the last five years?  
No\_\_\_ Yes\_\_\_ (If yes, please provide details on an attached sheet.)
- 8) Has your company entered into a contract with a public body to act as a construction manager ***as agent*** during the four years immediately preceding the date of this advertisement for proposals?  
No\_\_\_ Yes\_\_\_ (If yes, please provide details on an attached sheet.)
- 9) Is your company qualified to bid on a public work of the State pursuant to NRS 338.1379?  
No\_\_\_ Yes\_\_\_ (If yes, please provide a statement below this question that the proposer is prequalified by the State Public Works Division [SPWD] and listed on SPWD's Qualified Bidders list, with bid limits that cover the scope and value of the proposed work.)

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Any exceptions provided will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the City will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative

Date

I am unable to certify to the above statement. My explanation is attached.

Signature\_\_\_\_\_Date\_\_\_\_\_

## Proposer Information

**BUSINESS LICENSING INFORMATION** All vendors/contractors doing business within the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to commencement of work (Sparks Municipal Code Section 5.08.020A). Contractors awarded a contract resulting from this bid shall be required to obtain a current business license if they do not already hold one.

|                                         |
|-----------------------------------------|
| City of Sparks Business License Number: |
| Date Issued:                            |
| Date of Expiration:                     |
| Name of Licensee:                       |
| City, State, Zip Code of Licensee:      |
| Telephone Number of Licensee:           |
| Taxpayer Identification Number:         |

## CONTRACTOR LICENSE INFORMATION (PURSUANT TO CHAPTER 624 OF THE NRS)<sup>1</sup>

|                                           |
|-------------------------------------------|
| Nevada State Contractor's License Number: |
| License Classification(s):                |
| Limitation(s) of License:                 |
| Date Issued:                              |
| Date of Expiration:                       |
| Name of Licensee:                         |
| City, State, Zip Code of Licensee:        |
| Telephone Number of Licensee:             |

<sup>1</sup> Provide a copy of the proposer's license immediately following this page.

## Proposer Information

### DISCLOSURE OF PRINCIPALS:

a) **Individual and/or Partnership:**

|                        |
|------------------------|
| Owner 1) Name:         |
| Address:               |
| City, State, Zip Code: |
| Telephone Number:      |
|                        |
| Owner 2) Name:         |
| Address:               |
| City, State, Zip Code: |
| Telephone Number:      |
|                        |
| Other 1) Title:        |
| Name                   |
|                        |
| Other 2) Title:        |
| Name:                  |

b) **Corporation:**

|                                         |
|-----------------------------------------|
| State in which Company is Incorporated: |
| Date Incorporated:                      |
| Name of Corporation:                    |
| Address                                 |
| City, State, Zip Code:                  |
| Telephone Number:                       |
| President's Name:                       |
| Vice-President's Name:                  |
| Other 1) Name:                          |
| Title:                                  |

### **Awarded Contract Information**

If your company is determined to be the awardee of an agreement for this scope of work, the agreement form for the work may be routed via electronic means. Therefore, please identify the authorized individual that will be signing the resulting agreement. Presumably this will be the company owner or corporate officer authorized to bind the company for future work.

#### **COMPANY INFORMATION:**

|                                       |
|---------------------------------------|
| Company Name:                         |
| Authorized Name:                      |
| Title:                                |
| Individual E-Mail Address:            |
| Telephone Number including area code: |
| Mailing Address:                      |

## **ACKNOWLEDGEMENT AND ATTESTATION FORM**

Date: \_\_\_\_\_

By responding to this RFP, the proposer(s) agrees to the following.

1. The proposer certifies that he/she (they) has (have) reviewed the request for proposal (RFP), preconstruction services agreement and its scope of services exhibit (Exhibit A to the preconstruction services agreement), and any other exhibits or attachments contained herein, and are familiar with their terms and conditions and find them expressly workable without change or modification.
2. Proposer certifies that its proposal is submitted without reservation, qualification, assumptions, or condition. Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of the RFP, any reference documents provided with the RFP, the preconstruction services agreement and its scope of services exhibit (Exhibit A to the preconstruction services agreement), any addenda, the other exhibits or attachments contained herein, and the City's responses to proposers' questions, before submitting the proposal, and is satisfied that said documents and responses provide sufficient detail regarding the obligations to be performed by the proposer and do not contain internal inconsistencies; that proposer has carefully checked all the words, figures, and statements in its proposal; that it has examined the proposed work and done such other investigations and assessments which were prudent and reasonable to prepare its proposal; and that proposer has notified the City of any deficiencies in or omissions in the RFP or other documents provided by the City.
3. In consideration for the City supplying proposer (at proposer's request) with the RFP and agreeing to examine and consider the proposal, the proposer undertakes:
  - (a) to keep this proposal open for acceptance for 120 days after the proposal due date, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this proposal is submitted, without obtaining the prior written consent of the City, in the City's sole discretion; and
  - (b) to commit to submit its price for preconstruction services (as detailed in Exhibit A to the preconstruction services agreement) on the Excel-based pricing form provided in this RFP if this proposer is selected within three (3) business days after the City's recommendation of award (If proposer fails to do so, the City may proceed to award the preconstruction services agreement to others); and
  - (c) to commit to execute the preconstruction services agreement referenced in the RFP if this proposer is selected within seven (7) business days after receiving the preconstruction

services agreement after the City's recommendation of award (If proposer fails to do so, the City may proceed to award the preconstruction services agreement to others); and

- (d) to commence work promptly, or within such additional time as may be allowed in writing by the City, after receiving the executed preconstruction services agreement, and to complete the work in accordance with the schedule and terms and conditions thereof.

4. The undersigned declares that it is the only entity or party interested in the Proposal as principal and that its officers, employees, subsidiaries, or parent corporations (check appropriate box below):

- ☐ Have not in any way participated in any activities in restraint of trade, or have not been debarred with relation to public contracts either in the State of Nevada or any other State of the United States during the five-year period immediately preceding this proposal or not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the preconstruction services agreement.
- ☐ Have participated in activities in restraint of trade, or been debarred with relation to public contracts either in the State of Nevada or any other State of the United States during the five-year period immediately preceding the submission of the proposal or entered into collusion or restraint of free competitive bidding on this contract, and are of the opinion that they are a responsible proposer entitled to the award of a contract involving public moneys and attach hereto an explanation of their activities in restraint of free trade, restraint of free competitive bidding, or collusion.

5. Proposer acknowledges receipt of the following addenda:

| NUMBER | DATE  | NUMBER | DATE  |
|--------|-------|--------|-------|
| _____  | _____ | _____  | _____ |
| _____  | _____ | _____  | _____ |
| _____  | _____ | _____  | _____ |
| _____  | _____ | _____  | _____ |

6. Proposer understands that the City is not bound to select any proposal under this procurement.
7. Proposer understands that all costs and expenses incurred by it in preparing this proposal and participating in the interview process and procurement will be borne solely by the proposer.
8. This proposal shall be governed by and construed in all respects according to the laws of the State of Nevada.







## ACKNOWLEDGEMENT AND ATTESTATION FORM (SOLE PROPRIETORSHIP FORM)

I (We) certify and declare that the foregoing is true and correct.

Subscribed on \_\_\_\_\_ at \_\_\_\_\_,  
Date City  
\_\_\_\_\_, State of \_\_\_\_\_.  
County State

Respondent

Date

Typed Name: \_\_\_\_\_

Notary: \_\_\_\_\_

Notary Signature \_\_\_\_\_ Date \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY  
MATTERS**

**(This form to be signed and returned with the proposal submittal)**

The prospective proposer, \_\_\_\_\_ certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Any exceptions provided will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the City will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative

Date

I am unable to certify to the above statement. My explanation is attached.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Local Preference Affidavit

**New Instructions:** This form is required to receive a preference in bidding on projects exceeding \$250,000. This form must be submitted at the time of submitting its proposal and at the time of its interview, only if the bidder wishes for their preferential status (established by their current Certificate of Eligibility) to be considered in the evaluation of the proposal and interview. A copy of the bidder's Certificate of Eligibility for Preferential Bidding must be submitted at the time the contractor submits its proposal and at the time of the proposer's interview.

I, \_\_\_\_\_, on behalf of the Contractor, \_\_\_\_\_, swear and affirm that in order to be in compliance with NRS 338.0117 and be eligible to receive a preference in bidding **New Sparks City Hall (Bid #25/26-015)** certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of \_\_\_\_\_, I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for a period of time, pursuant to NRS 338:

1. The Contractor shall ensure at least 50 percent of workers employed on the public work possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

**These requirements are not applicable to Contractors who do not use the "Local/Bidder's Preference" eligibility certificate in their bid or do not receive an advantage in ranking of bids due to their preference status.**

By: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (name of person making statement).

State of \_\_\_\_\_ )

)ss.

County of \_\_\_\_\_ )

\_\_\_\_\_  
Notary Signature STAMP AND SEAL

# **GENERAL CONDITIONS**

## General Conditions



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### GENERAL CONDITIONS

*Please Read Carefully*

*These Provisions Are a Part of Your Bid and any Contract Awarded*

**Scope of Bid/Proposal:** Bids/Proposals are hereby requested for **CMAR Services for New Sparks City Hall**, as per specifications herein. Note, any reference to the City of Sparks (City) may also include the Sparks Redevelopment Agency (Agency).

**The Bidder agrees that:**

- A. Bidder has carefully examined the specifications, and all provisions relating to the item(s) to be furnished or the work to be done; understands the meaning, intent, and requirements; and
- B. Bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and in strict conformity with the City of Sparks specifications for the prices quoted.

**Note:** Bidder is defined as any individual, partnership, or corporation submitting a bid, proposal, or quotation in response to a request for bid (RFB), request for proposal (RFP), request for information (RFI) or request for qualifications (RFQ). A bidder may also be referred to as a bidder, contractor, supplier or vendor.

The use of the title "Bidder," "Vendor," "Contractor" or "Consultant" within this solicitation document and any resulting contract shall be deemed interchangeable and shall refer to the person or entity with whom the City of Sparks is soliciting and/or contracting for the service or product referenced within the bid document.

**1. Items Offered:**

If the item offered by the bidder has a trade name, brand and/or catalog number, such shall be stated in the bid. If the bidder proposes to furnish an item of a manufacturer or vendor other than that mentioned on the face hereof, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state "or equal".

**2. Brand Names:**

Whenever reference to a specific brand name is made by the City, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City, thereby incorporating these standards by reference within the specifications. These specifications are not meant to limit the vendor; they are guidelines to minimum qualifications. The bidder shall indicate their compliance or non-compliance for each line of the specification. Any deviations from the specifications or where submitted literature does not fully support the meaning of the specifications must be clearly cited in writing by the bidder.

An equivalent ("or equal") may be offered by the bidder, subject to evaluation and acceptance by the City. It is the bidder's responsibility to provide, at bidder's expense, samples, test data, or other documentation the City may require to fully evaluate and determine acceptability of an offered substitute. The City reserves the sole right to reject a substituted component that will not meet or exceed City standards.

**3. Samples:**

Samples may be required for bid evaluation and testing purposes. Bidders shall agree to provide samples upon request and at no additional cost to the City.

**4. Withdrawal of Bids/Proposals:**

Bids/Proposals may be withdrawn by written or facsimile notice received prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person by a bidder, or bidder's authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

## General Conditions



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### 5. Late Bids, Modifications, or Withdrawals:

Bids, modifications of bids, or bid withdrawals received after the exact time and date specified for receipt will not be considered.

### 6. Mistake in Bid:

- (a) If the bidder discovers a mistake in bid prior to the hour and date specified for receipt of bid, bidder may correct the mistake by withdrawing the bid in accordance with Item 4 above and resubmit prior to the stated bid deadline.
- (b) If within seventy-two hours of the bid closing and prior to the issuance of a purchase order or a contract, the apparent low bidder discovers a mistake in bid of a serious and significant nature, bidder may request consideration be given to withdrawing the bid. The mistake must be evident and provable. The right is reserved by the City to reject any and all requests for withdrawal of bids. The decision of the Purchasing Manager is final as regards acceptance or rejection of requests for withdrawal after closing of bids.
- (c) A mistake in bid cannot be considered once a purchase order or contract is issued.

### 7. Signature:

All bids shall be signed and the title and firm name indicated. A bid by a corporation shall be signed by an authorized officer, employee or agent with his or her title.

### 8. Exceptions:

A bidder deviating from specifications must specify any and all deviation(s). Failure to note said exceptions shall be interpreted to convey that the bidder shall propose to perform in the manner described and/or specified in this bid solicitation. If exception(s) are taken or alternatives offered, complete descriptions must be shown separately.

### 9. Confidential Information:

Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise the information shall be considered a public record. Information or data submitted with a bid will not be returned.

### 10. Quality:

Unless otherwise required in the specifications, all goods furnished shall be new and unused.

### 11. Litigation Warranty:

The bidder, by bidding, warrants that bidder is not currently involved in litigation or arbitration concerning the materials or bidder's performance concerning the same or similar material or service to be supplied pursuant to this contract of specification, and that no judgments or awards have been made against bidder on the basis of bidder's performance in supplying or installing the same or similar material or service, unless such fact is disclosed to the City in the bid. Disclosure may not disqualify the bidder. The City reserves the right to evaluate bids on the basis of the facts surrounding such litigation or arbitration and to require bidder to furnish the City with a surety bond executed by a surety company authorized to do business in the State of Nevada and approved by The City of Sparks in a sum equal to one hundred percent (100%) of the contract price conditional on the faithful performance by bidder of the contract in the event the bid is awarded to bidder, notwithstanding the litigation or arbitration.

### 12. Royalties, Licenses and Patents:

Unless otherwise specified, the bidder shall pay all royalties, license and patent fees. The bidder warrants that the materials to be supplied do not infringe any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the bidder or those furnishing material to bidder pursuant to this contract.

## General Conditions



### 13. Performance Standards:

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction and full discretion of the City.

### 14. Americans with Disabilities Act (ADA) Standards:

Bidders shall be required to comply with current ADA Standards in preparing their bids and executing work required under any contract resulting from this bid. Completed work must comply with current ADA Standards.

### 15. Warranties:

(a) Unless otherwise specified, all workmanship, material, labor or equipment provided under the contract shall be warranted by bidder and/or manufacturer for a minimum of twelve (12) months after acceptance by City. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by bidder on the bid proposal as an exception.

(b) Bidder shall be considered primarily responsible to the City for all warranty service, parts and labor applicable to the goods or equipment provided by bidder under this bid or award, irrespective of whether bidder is an agent, broker, fabricator or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to City and that services, parts and labor are available and provided to meet City's schedules and deadlines. If required and defined within the Scope of Work, the Bidder will post a performance bond after contract award to guarantee performance of these obligations. Bidder may establish a service contract with a local agency satisfactory to City to meet this obligation if bidder does not ordinarily provide warranty service.

### 16. Addenda:

The effect of all addenda to the bid documents shall be considered in the bid, and said addenda shall be made part of the bid documents and shall be returned with them. Before submitting a bid, each bidder shall ascertain whether or not any addenda have been issued, and failure to acknowledge any such addenda may render the bid invalid and result in its rejection.

All potential bidders are responsible for monitoring the City website regarding the availability of new bid documents or addenda (where applicable). The City of Sparks will not be responsible for the results of any potential failures in automatic notification systems to potential bidders or plan holders with respect to these documents and will not adjust bid schedules or requirements due to any potential failures of those systems. It is the responsibility of all potential bidders/responders to monitor the Purchasing Division's website for any changing information prior to submitting their bid/proposal. The City of Sparks will not be responsible for the timeliness or completeness of information provided by any 3<sup>rd</sup> party bid listing or re-selling service.

### 17. Specifications to Prevail:

The detailed requirements of the Specifications, Scope of Work or Special Conditions shall supersede any conflicting reference in these General Conditions or the stated language on the City of Sparks Standard Purchase Order that are in conflict therewith.

### 18. Taxes:

The City is exempt from State, City and County Sales Taxes per NRS 372.325. The City will furnish Exemption Certificates for Federal Excise Tax when applicable. The successful bidder shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any work or materials under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. The successful bidder shall make any and all payroll deductions required by law. The successful bidder herein indemnifies and holds the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

### 19. Conflict of Interest:

## General Conditions



No City employee or elected or appointed member of City government, or member of the employee's immediate family, may participate directly or indirectly in the procurement process pertaining to this bid if they:

- (a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.
- (b) Are negotiating for or have an arrangement concerning prospective employment with bidder. The bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the bidder is to report it immediately to the Purchasing Manager. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and bidder may be subject to damages and/or debarment or suspension.

### 20. Disqualification of Bidder:

Any one or more of the following may be considered as sufficient for the disqualification of a prospective Bidder and the rejection of the Bid:

- (a) The Bidder is not responsive or responsible.
- (b) The quality of services, materials, equipment or labor offered does not conform to the approved plans and specifications.
- (c) There is evidence of collusion among prospective Bidders (Participants in such collusion will receive no recognition as Bidders).
- (d) The Bidder lacks the correct contractor's license classification required for the defined scope of work.
- (e) Lack of competency, understanding of the scope of work, adequate machinery, plant and/or equipment as revealed in routine due diligence associated with bid evaluation.
- (f) Unsatisfactory performance record as shown by past work for the City of Sparks, judged from the standpoint of workmanship, progress, and quality of services/goods provided.
- (g) Uncompleted work which, in the judgment of the City of Sparks, might hinder or prevent the prompt completion of additional work, if awarded.
- (h) Failure to pay or satisfactorily settle all bills due for labor and/or material on any contract(s).
- (i) Failure to comply with any requirements of the City of Sparks.
- (j) Failure to list, as required, all subcontractors who will be employed by the Bidder.
- (k) Any other reason determined, in good faith, to be in the best interest of the City of Sparks.

### 21. Gratuities:

The City may rescind the right of the bidder to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, cash or otherwise are offered or given by the bidder, or any agent or representative of the bidder, to any officer or employee of the City with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

### 22. Indemnification:

To the fullest extent permitted by law, upon award, Contractor shall hold harmless, indemnify, defend and protect City, its affiliates, officers, agents, employees, volunteers, successors and assigns ("Indemnified Parties"), and each of them from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or related to any act or omission of Contractor, its employees, agents, representatives, or Subcontractors in any way related to the performance of work under this Agreement by Contractor, or to work performed by others under the direction or supervision of Contractor, including but not limited to:

- 1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons;
- 2. Damage to property of anyone, including loss of use thereof;
- 3. Penalties from violation of any law or regulation caused by Contractor's action or inaction;
- 4. Failure of Contractor to comply with the Insurance requirements established under this Agreement;

## General Conditions



5. Any violation by Contractor of any law or regulation in any way related to the occupational safety and health of employees.

In determining the nature of the claim against City, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against City.

If City's personnel are involved in defending such actions, Contractor shall reimburse City for the time and costs spent by such personnel at the rate charged City for such services by private professionals.

### **In cases of professional service agreements, requiring professional liability coverage:**

If the insurer by which a Consultant is insured against professional liability does not so defend the City and applicable agents and/or staff, and the Consultant is adjudicated to be liable by a trier of fact, the City shall be entitled to reasonable attorney's fees and costs to be paid to the City by the Consultant in an amount which is proportionate to the liability of the of the Consultant.

Nothing in this contract shall be interpreted to waive nor does the City, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

### **23. Insurance:**

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THE APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**The City may, unless otherwise required by law, waive or reduce the insurance requirements itemized here, at the discretion of the city's Contracts and Risk Manager.**

Should work be required on City premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of insurance for the types of coverage, limits of insurance and other terms specified herein, prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

Contractor shall at its own expense carry and maintain at all times the following insurance coverage and limits of insurance no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein. All insurers must have AM Best rating not less than A-VII, and be acceptable to the City. Contractor shall furnish copies of certificates of insurance evidencing coverage for itself and for each subcontractor. Failure to maintain the required insurance may result in termination of this contract at City's option. If Contractor fails to maintain the insurance as set forth herein, City shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

Contractor shall provide proof of insurance for the lines of coverage, limits of insurance and other terms specified below prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks. Contractor and any of its subcontractors shall carry and maintain coverage and limits no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater.

## General Conditions



| Applicable to this Contract | Insurance Type                                | Minimum Limit | Insurance Certificate | Additional Insured | Waiver of Subrogation |
|-----------------------------|-----------------------------------------------|---------------|-----------------------|--------------------|-----------------------|
| Yes                         | General Liability/Umbrella (Excess) Liability | \$2,000,000   | ✓                     | ✓                  | ✓                     |
| Yes                         | Automobile Liability                          | \$1,000,000   | ✓                     | ✓                  |                       |
| Yes                         | Workers' Compensation                         | Statutory     | ✓                     | N/A                | ✓                     |
| Yes                         | Employer's Liability                          | \$1,000,000   | ✓                     | N/A                |                       |
| Yes                         | Professional Liability                        | \$1,000,000   | ✓                     | N/A                | N/A                   |
| No                          | Pollution Legal Liability                     | \$1,000,000   | ✓                     | N/A                | N/A                   |

### **Commercial General Liability**

Contractor shall carry and maintain Commercial General Liability (CGL) and, if necessary to meet required limits of insurance, commercial umbrella/excess liability insurance with a total limit of not less than the limits specified herein.

For contracts that are for the construction or improvement of public facilities, the Contractor shall obtain and maintain products and completed operations liability coverage through the statute of repose after completion of the project. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

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, or damage to the named insured's work unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.

### ***Minimum Limits of Insurance***

**\$2,000,000** Each Occurrence Limit for bodily injury and property damage

**\$2,000,000** General Aggregate Limit

**\$2,000,000** Products and Completed Operations Aggregate Limit

**\$10,000** Medical Expense Limit

If Commercial General Liability Insurance or other form with a general aggregate limit is used, it shall be revised to apply separately to this PROJECT or LOCATION.

### ***Coverage Form***

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Commercial General Liability (CGL) "Occurrence" form CG 00 01 04/13 or substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, 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).

### ***Additional Insured***

City, its officers, agents, employees, and volunteers are to be included as insureds using the applicable ISO additional insured endorsement(s) or substitute forms providing equivalent coverage, in respects to damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor. The coverage shall contain no special limitations

## General Conditions



on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

### ***Primary and Non-Contributory***

Contractor's insurance coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City, its officers, agents, employees, and volunteers. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

### ***Waiver of Subrogation***

Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Insurer shall endorse CGL policy as required to waive subrogation against the City with respect to any loss paid under the policy.

### ***Endorsements***

Policy forms or endorsements are required confirming coverage for all required additional insureds. The forms or endorsements for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CGO 20 10 07/04 and CG 20 37 07/04 or substitute forms providing additional insured coverage for products and completed operations.

A waiver of subrogation in favor of City shall be endorsed to the policy using an unmodified Waiver of Transfer of Rights of Recovery of Others to Us ISO CG 24 04 05 09, or a substitute form providing equivalent coverage.

### **Business Automobile Liability**

#### ***Minimum Limits of Insurance***

**\$1,000,000** Combined Single Limit per accident for bodily injury and property damage or the limit customarily carried by Contractor, whichever is greater. No aggregate limit may apply. Coverage may be combined with Excess/Umbrella Liability coverage to meet the required limit.

#### ***Coverage Form***

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01 10/13, CA 00 25 10/13, CA 00 20 10/13 or substitute form providing equivalent coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Pollution liability coverage at least as broad as that provided under the ISO pollution liability—broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached for all contracts involving transportation of "hazardous material" as this term is defined by applicable law, including, but not limited to, waste, asbestos, fungi, bacteria and mold.

### ***Additional Insured***

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages and defense arising from the ownership, maintenance or use of automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

## General Conditions



### ***Endorsements***

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 10/13 or a substitute form confirming City's insured status for Liability Coverage under the Who Is An Insured Provision contained in Section II of the coverage form ISO CA 00 01 10/13.

### **Waiver of Subrogation.**

Contractor waives all rights against City, its officers, agents, employees, and volunteers for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Contractor's insurer shall endorse policy to waive subrogation against City with respect to any loss paid under the policy.

### **Workers' Compensation and Employer's Liability**

Contractor shall carry and maintain workers' compensation and employer's liability insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210 or provide proof that compliance with the provisions of Nevada Revised Statutes Chapters 616A-D and all other related chapters is not required. It is understood and agreed that there shall be no coverage provided for Contractor or any Subcontractor of the Contractor by the City. Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the City to make any payment under this Agreement to provide City with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between City and Contractor that Contractor shall procure, pay for and maintain the above-mentioned coverage at Contractor's sole cost and expense.

Should Contractor be self-funded for workers' compensation and employer's liability insurance, Contractor shall so notify City in writing prior to the signing of this Contract. City reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

Upon completion of the project, Contractor shall, if requested by City, provide a Final Certificate for itself and each Subcontractor showing that Contractor and each Subcontractor had maintained the required Workers Compensation and Employer's Liability by paying all premiums due throughout the entire course of the project.

Nevada law allows the following to reject workers' compensation coverage if they do not use employees or subcontractors in the performance of work under the contract:

- Sole proprietors (NRS 616B.627 and NRS 617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)
- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS 617.207)

If a contractor has rejected workers' compensation coverage under applicable Nevada law, the contractor must indicate the basis for the rejection of coverage and complete, sign and have notarized an Affidavit of Rejection of Coverage. The Affidavit must be completed, signed and notarized prior to performance of any work.

### ***Minimum Limits of Insurance***

|                        |                                                              |
|------------------------|--------------------------------------------------------------|
| Workers' Compensation: | Statutory Limits                                             |
| Employer's Liability:  | <b>\$1,000,000</b> Bodily Injury by Accident – Each Accident |
|                        | <b>\$1,000,000</b> Bodily Injury by Disease – Each Employee  |
|                        | <b>\$1,000,000</b> Bodily Injury by Disease – Policy Limit   |

## General Conditions



### ***Coverage Form***

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer's Liability coverage form WC 00 00 07/11 or substitute form providing equivalent coverage.

### **OTHER INSURANCE COVERAGES (IF APPLICABLE)**

**Professional Liability Insurance (if Applicable)** \$1,000,000 each claim limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services. If coverage is required on a claims-made or claims-made and reported basis, any applicable retroactive or pending & prior litigation dates must precede the effective date of this contract. Continuous coverage shall be maintained, or an extended reporting period shall be obtained for a period of at least three (3) years following completion of the project.

### **ALL COVERAGES**

Coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CITY except for ten (10) days' notice for nonpayment of premium.

### **DEDUCTIBLES AND RETENTIONS**

Any deductibles or self-insured retentions that exceed \$100,000.00 per occurrence or claim must be declared to and approved by the City's Contracts and Risk Manager and prior to signing this Contract. City is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Contract or during the term of any policy must be approved by City's Contracts and Purchasing Manager prior to the change taking effect. Contractor is responsible for any losses within deductibles or self-insured retentions.

### **OTHER INSURANCE PROVISIONS**

Should City and Contractor agree that higher coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount may be borne by City. City retains the option to purchase project insurance through Contractor's insurer or its own source.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.

### **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the City. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or meet any applicable state and federal laws and regulations for non-admitted insurance placement.

### **VERIFICATION OF COVERAGE**

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any Work, Contractor must provide the following documents to City of Sparks, Attention: Engineering Division, P.O. Box 857, Sparks, NV 89432-0857:

- A. Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.

## General Conditions



- B. Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.
- C. Policy Cancellation Endorsement.** Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be suspended, voided, cancelled or non-renewed, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance. If endorsements are not available, Contractor shall be responsible to provide prior written notice to City as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.
- D. Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

**All certificates and endorsements are to be addressed to the City of Sparks, Engineering Division and be received and approved by City before work commences.** The City reserves the right to require complete certified copies of all required insurance policies at any time.

### SUBCONTRACTORS

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all the requirements stated herein.

### MISCELLANEOUS CONDITIONS

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it, and such coverage and limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to City in this contract.
3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
  - a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
  - c. Terminate the Agreement.
4. If Contractor's liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

### 24. Safety Program:

Upon award, the Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

1. All employees on the work site and all other persons who may be affected thereby.
2. All the work, materials, and equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

## General Conditions



Contractor shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress on the work, all necessary safeguards for safety and protection, including posting danger signs, other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. Contractor shall comply with OSHA'S Hazard Communication Standards.

Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the Owner and the Engineer.

### **25. Award of Contract:**

- (a) Bids/Proposals will be analyzed and award will be made to the lowest, responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to: bidder's past performance, total unit cost, economic cost analysis, life cycle costs, warranty and quality, maintenance cost, durability, the operational requirements of the City and any other factors which will result in the optimum economic benefit to the City.
- (b) The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in bids/proposals received; and to select the bid(s) or proposal(s) deemed most advantageous to the City. Should the City elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy. The City may consider bids/proposals submitted on an "all or nothing" basis if the bid/proposal is clearly designated as such.
- (c) The City reserves the right to award one or more contracts on the bids/proposals submitted, either by award of all items to one bidder or by award of separate items or groups of items to various bidders as the interests of the City may require, unless the bidder clearly specifies otherwise in his bid.
- (d) Upon acceptance by the City of Sparks, the solicitation, bid, proposal, or price quotation and issuance of a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating those terms and these General Conditions without further action required by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related integrated agreement.

### **26. Request for Proposal (RFP) and Request for Qualifications (RFQ) Submittals:**

In the case of Request for Proposals (RFP's) or Request for Qualifications (RFQ), it should be noted that the documents submitted by prospective bidders are competitive sealed proposals and not competitive sealed bids. When proposals are opened, prices and other information will not be made public until the proposal is awarded. There shall be no disclosure of any bidder's information to competing bidders prior to the award of the proposal.

By their nature, proposals will include a number of variables that will vary based on the complexity of the product or service addressed within the proposal. Therefore, the evaluation of RFP's and RFQ's and the recommendation for award will not be based on price alone. Selection criteria will be better defined for each scope of work in the Special Conditions section of this bid.

Upon award of the contract, the executed contract and proposals will become public information. Accordingly, each proposal should be submitted on the vendor's most favorable terms from a price and technical standpoint.

### **27. Appeals/Protests – Bids Only (Not Applicable to Request for Proposals or Qualifications):**

A person who submits a bid on a contract may, after the bids are opened and within 5 business days after the date the "Recommendation to Award" is issued by the City, unless otherwise stated in the Special Conditions, file a notice of protest regarding the awarding of the contract. The City's "Recommendation to Award" will be dated and posted on the City's public website within the area where bid notices and bid re-caps are posted (Currently: <http://www.cityofsparks.us/bids>).

## General Conditions



- (a) A notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.
- (b) A person filing a notice of protest may be required by the governing body or its authorized representative, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the governing body or its authorized representative, to the governing body or its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:
  - (1) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or
  - (2) Two hundred fifty thousand dollars (\$250,000).
- (c) A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the governing body or its authorized representative on the protest.
- (d) A person who submits an unsuccessful bid may not seek any type of judicial intervention until the governing body or its authorized representative has made a determination on the protest and awarded the contract.
- (e) A governing body or its authorized representative is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.
- (f) If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the governing body or its authorized representative in an amount equal to the expenses incurred by the governing body or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

### 28. Documentation:

Due to the time constraints that affect contract performance, all required documents, certificates of insurance and bonds shall be provided to the City within ten (10) calendar days following award or date of request by City, whichever is later. Any failure to comply may result in bid being declared non-responsive and rejected, and at City's option, the bid bond may be attached for damages suffered.

### 29. Discounts:

- (a) Prompt payment discounts will not be considered in evaluating bids for award. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- (b) In connection with any discount offered, time will be computed from date of delivery and acceptance, or invoice receipt, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.
- (c) Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the Purchase Order.

### 30. Seller's Invoice:

Invoices shall be prepared and submitted in duplicate to the address shown on the Purchase Order. Separate invoices are required for each Purchase Order. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

### 31. Inspection and Acceptance:

Inspection and acceptance will be at destination unless specified otherwise, and will be made by the City department shown in the shipping address or other duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the bidder unless loss results from negligence of the City.

## General Conditions



### **32. Lost and Damaged Shipments:**

Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the bidder. The City has no obligation to accept damaged shipments and reserves the right to return at the bidder's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

### **33. Late Shipments:**

Bidder is responsible to notify the City department receiving the items and the Purchasing Manager of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

### **34. Document Ownership:**

All technical documents and records originated or prepared pursuant to this contract, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of the City and may be copyrighted by the City. Bidder assigns all copyrights to City by undertaking this agreement.

### **35. Advertisements, Product Endorsements:**

City employees and agencies or organizations funded by the City of Sparks are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval of the City Manager. No bidder may represent that the City of Sparks has endorsed their product or service without prior written approval.

### **36. Optional Cooperative Purchase Agreement**

It is intended that any other public agency (i.e., city, county, district, public agency, municipality or state agency) shall have the option to participate (A.K.A. "join" or "piggyback") in any award made as a result of this solicitation. The City of Sparks shall incur no financial responsibility in connection with purchase orders or contracts made by the bidder with another public agency resulting from this solicitation. The public agency utilizing the original contract shall accept sole responsibility for placing orders and making applicable payments to the vendor. Should the Bidder not wish for a contract resulting from this bid to be used by other public agencies, they have the option to decline that option at the time of request.

### **37. Vendor Workplace Policies**

No Vendor providing a service, program or activity to the public on behalf of the City shall discriminate against any person because of sex, race, color, creed, national origin or disability. Vendor, if providing a service, program or activity to the public on behalf of the City, shall comply with the Americans with Disability Act and City's policies pursuant thereto when providing said service, program or activity.

The City of Sparks is an Affirmative Action/Equal Opportunity Employer. Bidders shall be cognizant of the requirements for compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in regulations of the U.S. Department of Labor (41 CFR part 60).

### **38. Business License Requirement:**

All companies doing business with, or within, the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to the commencement of work per Sparks Municipal Code Section 5.08.020A. Bidder(s) awarded a contract resulting from this bid shall be required to obtain a current business license if they do not already possess one.

### **39. City Provisions to Prevail:**

Except as indicated in the specifications, the City's standard General Conditions shall govern any contract award. Any standard terms and conditions of bidder submitted by bidder shall not be acceptable to City unless expressly agreed to by the City. The City reserves the right to reject bidder's bid as non-responsive, to consider the bid without bidder's standard terms and conditions, or to require bidder to delete reference to such, as a condition of evaluation or award of the bid. If, after award of contract, bidder (contract vendor) provides materials or services accompanied by new or additional standard terms or conditions, they too shall be considered void and City may require deletion as a further condition of performance by vendor.

## General Conditions



### **40. Invalid Provisions:**

In the event that any one or more of the provisions of this agreement shall be found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect and be enforceable.

### **41. Amendments and Modifications:**

The Purchasing Manager may at any time, by written order, and without notice to the sureties, make a modification to the contract or an amendment to the Purchase Order, within the general scope of this contract, in (1) quantity of materials or service, whether more or less; (2) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City; (3) method of shipment or packing; and (4) place of delivery. If any such change causes an increase or decrease in the cost or the time required for the performance of this contract, an equitable adjustment shall be made by written modification of the contract or amendment to the Purchase Order. Any claim by the bidder for adjustment under this clause must be asserted within 30 calendar days from the notification date.

### **42. Assignment:**

Vendor shall not assign or delegate duties or responsibilities under this agreement, in whole or in part, without prior written approval of the City.

### **43. Disputes After Award:**

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Purchasing Manager, who shall reduce this decision to writing and mail a copy to the bidder. The decision of the Purchasing Manager shall be final and conclusive, unless bidder requests arbitration within ten (10) calendar days. Pending final decision of a dispute, the bidder shall proceed diligently with the performance of the contract and in accordance with the Purchasing Manager's decision.

### **44. Arbitration after Award:**

Any and all disputes, controversies or claims arising under or in connection with the contract resulting from this bid, including without limitation, fraud in the inducement of this Contract, or the general validity or enforceability of this Contract, shall be governed by the laws of the State of Nevada without giving effect to conflicts of law principles, may be submitted to binding arbitration before one arbitrator, and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in a private manner in Washoe County, Nevada. This award shall be final and judgment may be entered upon it in any court having jurisdiction thereof. In reaching this final award, the arbitrator shall have no authority to change or modify any provision of this Contract. All other expenses of arbitration shall be borne equally by the parties. All fees, including legal fees, shall be borne by the party who incurred them. All costs of enforcement shall be borne by the losing party. Each party shall have the right to discovery in accordance with the Nevada Rules of Civil Procedure.

### **45. Lawful Performance:**

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

### **46. Annual Appropriation of Funds:**

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the Sparks Redevelopment Agency. The Sparks Redevelopment Agency plans and makes appropriations to the Budget with respect to a fiscal year that starts July 1<sup>st</sup> and ends June 30<sup>th</sup> of each year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

## General Conditions



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Continuance of a multi-year contract beyond the limits of funds available shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year and the termination of this contract due to lack of appropriation shall be without penalty.

**47. Extension:**

When in the City's best interest, this agreement may be extended on a daily, month-to-month, or annual basis by mutual agreement of both parties. Services and/or materials received under an extension shall be in accordance with pricing, terms, and conditions, as described herein.

**48. Termination:**

The City may terminate this agreement and be relieved of any consideration to the vendor should vendor fail to perform in the manner required. Furthermore, the City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the vendor. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

**49. Venue:**

This agreement shall be governed by and interpreted according to the laws of the State of Nevada, and venue for any proceeding shall be in Washoe County.

**50. Boycott of Israel (NRS 332.065) (This Section ☒ IS ☐ IS NOT Applicable to this bid):**

Pursuant to NRS 332.065 any Contract entered into under NRS Chapter 332 in which the estimated annual dollar amount exceeds \$100,000 will require written certification that the bidder is not, and will not be, engaged in a Boycott of Israel throughout the duration of the Contract. The term "Boycott of Israel" has the meaning ascribed in NRS 332.065(5). Bidder certifies that it is not, and will not be, engaged in a Boycott of Israel throughout the duration of the Contract.

# **Special Conditions and Specifications (Specific to Project)**

**In instances where the Special Conditions conflict with the General Conditions, the Special Conditions will prevail with respect to that instance or item(s).**

## RFP GENERAL OVERVIEW

The City is advertising this request for proposal (RFP) to obtain qualifications from interested Construction Managers at Risk (CMARs) proposers through submitting a proposal and then completing interviews of the shortlisted proposers, so that the City may select the most-qualified proposer to provide CMAR preconstruction services. After the proposer is selected by the evaluation committee, a price for preconstruction services will be negotiated, resulting in the execution of a preconstruction services agreement between the City and a proposer that meets the City's requirement(s). The City desires a qualified proposer with experience using the CMAR process to inform the preconstruction process and collaboratively work with the City's architectural team to finalize design and ultimately construct a new Sparks City Hall that will be located at 650 Marina Gateway Drive in Sparks, NV 89434.

## RFP RESPONSE FORMAT

***One original (hard copy, signed) and one (1) electronic copy (in PDF format on a thumb drive) of the entire proposal*** shall be delivered by the time and to the place stipulated in the Notice of Request for Proposal. Proposers are to provide electronic files of their proposals in addition to (not as a substitute to) the hard copy being required. **Proposer submittals may not be sent to the City via the internet/e-mail and will not be entertained for award by the City.**

It is the proposer's sole responsibility to see that its proposal is received before the proposal deadline (at the noted date/time and at the place specified). Any proposal received after the scheduled closing time for receipt of proposals will be returned to the proposer as unacceptable. Oral, facsimile, telegraph, or telephone modifications may not be considered.

The contents of the proposal and any clarifications thereto submitted by the successful proposer and accepted by the City shall become part of the contractual obligation and incorporated by reference into any ensuing preconstruction services agreement. All proposals shall become the property of the City and shall not be returned. All proposals submitted may become public record under the laws of the State of Nevada, and the public may be given access thereto after the formal process has been completed.

## QUESTIONS/INFORMATION

- Questions concerning any aspects of the proposal process, forms, conditions, and post-award process should be addressed to Brian Cason, Capital Projects Manager at [bcason@sparksnv.gov](mailto:bcason@sparksnv.gov) or at (775) 353-4083 (431 Prater Way, Sparks NV).

## **CMAR SERVICE OVERVIEW**

Preconstruction services for the New Sparks City Hall Project shall include collaborating with the City and the architectural team to confirm the feasibility and concept design, and then collaborating with this same team to complete the architecture/engineering design services to reach a construction guaranteed maximum price (GMP) or fixed price bid to construct the project. The CMAR preconstruction services are described in Exhibit A of the preconstruction services agreement.

### **Project Description**

The New Sparks City Hall will be a multistory building with an estimated square footage of 60,000 square feet. The building is anticipated to house all typical services that would be included in a city hall, along with the municipal court building functions (currently located at 1450 C. Street), City Council meeting auditorium, and an entry area that provides space for the public, including a “coffee shop” and/or “retail/dining” possibilities. The site may include secure parking for employees (surface or garage) along with public parking. The building will be located at 650 Marina Gateway Drive, Sparks, NV 89434 on approximately 7.8 acres. The entire lot does not need to be used for the New City Hall.

### **Project Goals**

The City defines Project success based on how the Proposer meets or exceeds the following Project goals through its proposal and interview responses.

- Establish an early project budget (based on the 30% design plans) that is transparent, defensible, and accurate so that the City can identify the project's construction phase funding.
- Establish a project budget that maximizes the project scope.
- Introduce and integrate specialized building techniques, building materials, and architectural features that have been proven to be budget-conscious, functional, and maintainable for long-term use and create a sense of place within the City.
- Minimize the project delivery timeframe. Identify and anticipate scheduling challenges, including long-lead procurement items and provide creative solutions to ensure the project is completed on time.

### **Estimated Construction Cost**

The estimated construction cost for this project is: \$45,000,000.00.

The estimated cost is the total project budget allocated for project construction. This includes the actual cost of construction, mobilization, force accounts, and all costs that are associated with the construction of all elements of the work designed or specified by the City. The estimated construction cost is not a guaranteed amount for the Construction GMP, fixed price, or final

construction pricing, and it is the City's goal and intent that the Construction GMP or fixed price bid is less than the estimated construction cost.

### **Preconstruction and Construction Schedule**

It is anticipated that the preconstruction phase would begin in September 2026 and end on or before May 2027, predicated upon reaching an agreeable and reasonable Construction GMP. It is anticipated that the construction phase would begin on or before June 2027 and end around December 2028.

## **SUBMITTAL PARAMETERS**

Proposers submitting a proposal are required to complete the necessary proposal requirements and forms listed in the Bidder's Checklist (Page 3 of this RFP) and submit relevant information that will be used to evaluate each proposal. This submittal shall, at a minimum, include the following information:

### **RFP CHECKLIST FOR PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS**

- ☐ Provide a complete TABLE OF CONTENTS for this section of the proposal.
- ☐ Include a one (1)-page Statement/Letter of Interest as follows:
  - Submit on proposer's letterhead with the full organization name.
  - Include the proposer's address, phone number, organization direct email address (if available) and website address.
  - Legal status (i.e., sole proprietor, partnership, corporation, etc.). If there is a "parent" company and/or if the company is a "dba," specify that in the Statement/Letter of Interest.
  - State whether the organization is a national, regional, or local firm.
  - State the location of the office from which the organization's work/service would be provided. For organizations with multiple offices, briefly summarize for each office (identify HOMEBASE, if multi-office organization).
  - Identify one (1) individual who will serve as the City's main point-of-contact through the RFP solicitation process only and include a title, phone number, and email address for that point-of-contact.
- ☐ Address Evaluation Criteria #1 through #4 (starting on page 39 of this RFP) in the noted order for the proposal to be considered responsive and then evaluated by the City's evaluations team. The proposer's response to Evaluation Criteria #1 through #3 shall not exceed twenty (20) pages in total.
- ☐ Provide a surety letter of intent regarding Payment and Performance Bonds to demonstrate the proposer's bonding capability up to \$60,000,000.00 for an individual project along with current and anticipated workloads. The surety submitting the letter must be a surety company or companies licensed by the State and listed in the current United States of the Treasury Circular 570 as acceptable sureties for the bond amount on Federal Bonds. Letters indicating "unlimited" bonding/security capability are not acceptable. If multiple surety letters are provided, the proposal shall identify which surety will be the lead surety. The commitment

letter shall indicate that the surety has reviewed the proposer's capabilities and backlog and may include no conditions, qualifications, or reservations for underwriting or otherwise, other than a statement that the commitment is subject to award and execution of the construction contract and issuance of a notice to proceed.

- ☐ Provide evidence that proposer has obtained or has the ability to obtain insurance required for the preconstruction and construction phases of the project. See insurance requirements in the form of preconstruction services agreement and Section 23 of the General Conditions for minimum insurance requirements.
- ☐ Provide documentation of the proposer's safety performance, covering recent activity (the last five [5] years) that includes the following:
  - Experience Modification Rates;
  - List of any incidents that resulted in significant injury, loss of life, or major property damage; and
  - List of any Occupational Safety and Health Administration (OSHA) citations received and state the cause that precipitated their issuance.
- ☐ Provide at least five (5) business-related references specific to the scope of work/services requested in this RFP who can speak to the proposer's background, character, and technical competence. References, including currently employed City staff, Evaluation Committee members, and/or Council members will NOT be accepted.

References must include:

- Organization's Name
- Organization's Address
- Organization's Phone Number
- Contact Person's Name
- Contact Person's Email
- Contact Person's Phone Number
- Organization's Website Address
- Description of Proposer's Work/Services Provided to the Referring Organization

## EVALUATION CRITERIA

### **Proposal Evaluation Criterion #1: Personnel Assignments (25% Weighting)**

- Provide a project-specific, one (1)-page organizational chart identifying this project's assigned key personnel, which minimally shall include the proposer's Project Manager, Construction Manager/Superintendent, Lead Cost Estimator, and up to two (2) value-added personnel, at the proposer's discretion, that it believes will help the project meet or exceed the project goals. This organizational chart may be provided on either an 8-1/2 inch by 11-inch or 11-inch by 17-inch page layout.
- Provide a one-page resume for each listed key personnel who will be assigned to this project, which minimally shall include the proposer's Project Manager, Construction Manager/Superintendent, Lead Cost Estimator, and up to two (2) value-added personnel shown on the organizational chart. Include each key personnel's name and title, project assignment, total years of construction experience, education including degree(s), year and discipline(s), and active registrations and licenses in the State of Nevada (including the number).

As part of each resume, also describe the identified key personnel's specific role performed on each project listed, highlighting the individual's qualifications and experience delivering projects of comparable size and scope where the personnel's role would be similar to their role on this project. Describe how similar project goals were achieved by the key personnel and include dates outlining when each project was completed.

Include other commitments each assigned key personnel currently has or is planned to have in the future, including durations to complete and level of involvement. Include home office location for each key personnel if outside of Sparks, Nevada.

**Note: If the organization's assigned personnel changes for this project, the City must review and approve the proposed replacement personnel in advance. The proposed replacement personnel shall have, at minimum, equivalent qualifications as the originally assigned personnel.**

### **Proposal Evaluation Criterion #2: Project Plan and Approach (35% Weighting)**

#### *Sub-factor 1: Preconstruction Plan*

Define a plan to effectively engage with the City and the City's architectural team during the project's preconstruction phase by demonstrating the proposer's knowledge of project issues and goals, potential strategies to overcome potential challenges and risks, and how the proposer intends to execute the pre-construction services for the project. The proposer is expected to discuss specific examples of the proposer's preconstruction approach, which must include, but is not limited to, the following:

- A management plan describing the preconstruction services, which is defined as the proposer's approach to both collaborate with the City and the architectural team to effectively deliver the scope of services described in Exhibit A of the preconstruction services agreement and achieve the following objectives:
  - Reduce design errors and omissions
  - Reduce construction phase change orders
  - Improve constructability
  - Improve infrastructure longevity and maintainability
  - Integrate new technologies or innovation
  - Reduce overall cost and time during the construction phase
  - Provide lower costs and cost certainty throughout the cost estimating process
- Approach to risk management, which shall include, at a minimum, a draft risk register that identifies, qualifies, and describes at least ten (10) potential risks and related mitigation for the project.
- Approach to proven innovation management, which shall include specific professional, technical, or production innovations that have been implemented on projects of similar size, scope, and construction complexity as the project and which may further improve how the proposer achieves the project goals. Describe impacts (benefits or limitations) for how each innovation(s) altered schedule, project cost, and quality improvements.
- Approach to its production-based cost estimating to allow the City to assess the proposer's open-book understanding of costs. In response to this evaluation element, the proposer shall not include any pricing information. The proposer shall communicate its use of cost models, opinions of probable construction cost (OPCC) estimates, and the intent to create transparency in sharing and collaborating on cost information so that the proposer, the City, and the architectural team can understand tasks and pricing assumptions for considering design alternatives and benefits from risk mitigation and application of innovation.

*Sub-factor 2: Construction Plan*

Define a plan to construct the project, which must include, but is not limited to, the following:

- A construction management plan, which is defined as the proposer's approach to quality control, segmenting/sequencing the construction work, and implementing any early work packages under separate GMPs (e.g., for early utility relocation, procurement of long-lead items, or other severable work packages that will advance the schedule and drive cost efficiencies).
- Approach to engage project-specific/specialty subcontractors in the preconstruction phase and then obtain subcontractor bids to complete the construction work in adherence with NRS 338 CMAR subcontractor procurement requirements.

- Approach to construction phase scheduling, including factors that would affect the production schedule, such as outside constraints, materials, equipment, and labor availability. Provide a construction phase schedule that includes the full project duration from construction notice to proceed through substantial completion/commissioning, accounting for anticipated impacts of weather, seasonal limitations, and other project-specific constraints. The schedule shall be a critical-path method (CPM) schedule with milestones clearly delineated through substantial completion/commissioning. The proposer shall base its schedule (for the purposes of evaluation) on the defined preconstruction and construction phase durations listed in the “CMAR SERVICE OVERVIEW” section above.

The draft schedule may be appended to the proposal and will not count toward the assigned page limit. This item may be provided on either an 8-1/2 inch by 11-inch or 11-inch by 17-inch page layout. This item does not have to be limited to one (1) page.

### **Proposal Evaluation Criterion #3: Similar Project Experience (35% Weighting)**

- Provide a minimum of three (3), but a maximum of six (6), completed projects within the past ten (10) years that are similar in scope, size, and nature of the City’s project.
- Include size, scope, schedule (initial schedule vs. final completion dates), and cost (original estimate, agreed to cost with the owner [if applicable for the delivery method], and final costs); address and discuss reasons for change orders and unique building concepts and construction means and methods; and address specific challenges or relevant project goals accomplished during the project. Include budget and schedule accomplishments and challenges for each.
- Include contact information for each project (owner name, project address, contact name, email, and phone number).

### **Proposal Evaluation Criterion #4: Local Preference (5% Weighting)**

Proposers qualified to receive a preference for bidding public works (Local Preference) shall receive a five percent (5%) addition to the overall proposal score.

To qualify to receive the Local Preference, which is provided pursuant to NRS 338.1693(3) and (7), submit the proposer’s Certificate of Eligibility for Preferential Bidder Status **and** a signed affidavit using the form included in the General Conditions (*that will not count towards the assigned page limit of the proposal*), which certifies that for the duration of the project:

- At least fifty percent (50%) of all workers employed on the project, including, without limitation, any employees of the CMAR contractor and of any subcontractor engaged on the project, will hold a valid driver’s license or identification card issued by the Nevada Department of Motor Vehicles;
- All vehicles used primarily for the project will be:
  - Registered and partially apportioned to Nevada pursuant to the International

Registration Plan, as adopted by the Nevada Department of Motor Vehicles pursuant to NRS 706.826, or

- Registered in this State;
- At least fifty percent (50%) of the design professionals working on the project, including, without limitation, any employees of the CMAR contractor and of any subcontractor engaged on the public work, will have a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
- At least twenty-five percent (25%) of the suppliers of the materials used for the project will be located in the State of Nevada unless the public body requires the acquisition of materials or equipment that cannot be obtained from a supplier located in the State of Nevada; and
- The CMAR contractor and any subcontractor engaged on the project will maintain and make available for inspection within this State its records concerning payroll relating to the project.

The statutory rights granted to the City in the event of an entity's failure to comply with the above paragraphs, inclusive, do not create a contractual relationship or privity of contract between the City and any entity other than the contractor executing the agreement or construction contract with the City.

## **INTERVIEW PROCEDURES**

An interview will be a mandatory part of the selection process after the evaluation panel establishes a shortlist of proposers. The structure of the interview will be as follows.

### **Interview Evaluation Criterion #1: Presentation (45% weighting)**

The shortlisted proposer shall prepare a short presentation (twenty [20] minutes in length) that describes the shortlisted proposer's ideas, unique experience and resources, and current project innovation applicable to meeting or exceeding the project goals and working within the CMAR project delivery method. This is the part of the interview where a shortlisted proposer must communicate to the evaluation panel why it is the best candidate, answering the question of what strategies and abilities the shortlisted proposer can bring to this project that makes it the best candidate.

### **Interview Evaluation Criterion #2: Interview Q&A Session (50% weighting)**

The City will evaluate a shortlisted proposer via a question and answer session with the evaluation panel (twenty-five [25] minutes in length). The shortlisted proposer will be evaluated on its ability to provide effective and relevant responses that demonstrate the shortlisted proposer's ability to resolve project issues and challenges and promote opportunities to meet or exceed the project goals.

The questions asked in this session will be the same for all shortlisted proposers and provided at the time of the proposer's interview. Each proposer will be asked to respond to questions of approach related to the project goals and the CMAR project delivery method. The topics of these questions, though not the specific questions, will be provided with the invitation to interview that the shortlisted proposers will receive from the City after shortlisting.

### **Interview Evaluation Criterion #3: Local Preference (5% Weighting)**

Proposers qualified to receive a preference for bidding public works (Local Preference) shall receive a five percent (5%) addition to the overall interview score. For the proposer to receive the Local Preference, the proposer must again provide the proposer's Certificate of Eligibility for Preferential Bidder Status **and** a signed affidavit using the form included in the General Conditions, which shall certify the same requirements listed in Proposal Evaluation Criterion #4.

## **PROPOSAL AND INTERVIEW EVALUATION PROCESS**

The evaluation process will be conducted in a fair and impartial manner. The evaluation panel will evaluate the proposals and conduct and evaluate proposer interviews. The evaluation panel shall be comprised of seven (7) members in accordance with NRS 338 requirements. The evaluation process will be conducted in the following phases:

Phase 1: Evaluation of Proposal Responsiveness and Pass/Fail Requirements

Phase 2: Evaluation of the Proposals

Phase 3: Proposer Shortlisting

Phase 4: Interviews and Final Selection Ranking

Phase 5: Negotiations and Recommendations for Award

### **Phase 1: Determining the Proposal Responsiveness to the Pass/Fail Requirements**

To proceed with evaluation, the City must receive a minimum of two (2) proposals. If the City does not receive a minimum of two (2) proposals, the procurement will be cancelled or re-advertised.

If at least two (2) proposals are received, the proposals will be reviewed by the City to determine if each proposal is complete and meets all pass/fail requirements outlined in this RFP. Only those proposals determined to meet all pass/fail requirements will be considered for further evaluation, scoring, and potential shortlisting. The pass/fail requirements for the proposals are as follows:

- The proposal conforms to the RFP instructions regarding organization, format, page limits, and responsiveness to the requirements set forth in the RFP.
- Proposer has delivered a letter(s) of support from a qualified surety as described in this RFP.
- The proposer's safety record and safety program are satisfactory as demonstrated by the materials provided pursuant to this RFP.
- The proposer has provided satisfactory evidence that the proposer is a contractor licensed in the State of Nevada pursuant to NRS Chapter 624.
- The proposer has not been disqualified from being awarded a contract pursuant to the NRS 338.017, 338.13895, 338.1475, and/or 408.333.
- The proposer has not been found liable for breach of contract with respect to a previous project, other than for legitimate cause, during the five (5) years immediately preceding the date of advertisement of this RFP.
- The proposer has provided satisfactory evidence that proposer has obtained or has the ability to obtain the bonds and insurance required for this project.
- The proposer has been prequalified by the State Public Works Division (SPWD) and is listed on SPWD's Qualified Bidders List, with bid limits that cover the scope and value of the proposed work, pursuant to NRS 338.1379.
- The proposer has delivered all other specified forms and documents (including, without limitation, the forms not listed above), properly completed and signed (if required), and such forms and documents do not identify any material adverse information.

## **Phase 2: Evaluation of the Proposals**

Responsive proposals that meet the pass/fail requirements will be reviewed by the evaluation panel as to how well each proposal responds to the evaluation factors identified in this RFP.

## **Phase 3: Proposer Shortlisting**

The proposal score and Local Preference shall be totaled to determine the initial shortlist ranking of each proposal. This RFP defines the requirements to receive Local Preference, and scoring for Local Preference shall be as follows:

- Proposers that have a Local Preference are entitled to receive five percent (5%) for such Local Preference.
- Proposers that do not have a Local Preference shall receive a zero percent (0%) score for this factor.

The evaluation panel will establish the competitive shortlist of the most highly-ranked proposals, consisting of at least two (2) and no more than five (5) of the top-scoring proposals. The shortlist will be determined only by the proposal score and the Local Preference, and the proposal score shall not be factored into the final selection ranking of the proposers. The City shall notify all proposers of the shortlist. The number of shortlisted proposers is within the sole discretion of the City.

| <b>Item</b>          | <b>Weightings and Maximum Points Available</b> |
|----------------------|------------------------------------------------|
| Proposal             | 95 Points Available                            |
| Local Preference     | 5 Points Available                             |
| Total Proposal Score | 100 points available                           |

## **Phase 4: Interviews and Final Selection Ranking**

After establishing the shortlist, the City will conduct mandatory oral interviews for the shortlisted proposers only. The City will send a notice of shortlist and an invitation to interview in advance of the interview to each shortlisted proposer. The City's invitation to interview will provide the proposers with dates, times, locations, rules, requirements, protocols for the interview, and the methods for designating written or oral information as trade secrets under the Nevada Public Records Law and NRS 333.020(5) and 333.333(1).

The proposer's Project Manager and up to four (4) additional members, which must be the key personnel or value-added personnel listed in this RFP and the proposal, must be present at the interview.

The interview process will be conducted as set forth in the "Interview and Price Proposal Submittal Procedures" section detailed in this RFP.

The final ranking will be determined by the highest score consisting of the interview score and points added for the Local Preference as shown below.

| Item             | Weightings and Maximum Points Available |
|------------------|-----------------------------------------|
| Interview        | 95 Points Available                     |
| Local Preference | 5 Points Available                      |
| Total            | 100 points available                    |

The proposer with the highest score will be the apparent most-qualified proposer (as the highest ranked proposer).

#### **Phase 5: Negotiations and Recommendations of Award**

The City reserves the right to negotiate any terms and conditions of proposals received, with the final candidate prior to acceptance/rejection of said proposal.

Upon determination of the highest ranked proposer, the City will commence negotiations with that proposer. The negotiations will be conducted in accordance with City's policies and procedures. This includes the highest ranked proposer providing its hourly breakdown, fully burdened unit rates, and cost to complete the preconstruction services within three (3) business days of the City's recommendation of award. This proposer must then be prepared to execute the preconstruction services agreement within seven (7) business days of the City's recommendation of award, unless an extension is provided by the City. If proposer fails to do so, the City may proceed to award the preconstruction services agreement to others.

When negotiations are successfully concluded, the City representatives will present the recommendation of award and preconstruction services agreement to the Sparks Redevelopment Agency for final approval (anticipated in September 2026).

## **RFP TIMELINE**

|                                                                                       |                               |
|---------------------------------------------------------------------------------------|-------------------------------|
| RFP to Proposers (Advertisement of the RFP)                                           | June 10, 2026                 |
| Non-Mandatory<br>Pre-proposal meeting <sup>1</sup>                                    | June 16, 2026<br>10:00 am PDT |
| Proposer written questions due on the RFP                                             | June 23, 2026<br>2:00 pm PDT  |
| Last RFP addenda from the City                                                        | June 30, 2026                 |
| Written proposals due to the City                                                     | July 16, 2026<br>4:00 pm PDT  |
| Mandatory interviews for all shortlisted proposers                                    | August 25-26, 2026            |
| Negotiations and Award Recommendation<br>Presented to the Sparks Redevelopment Agency | September 2026                |

## **PRELIMINARY ANTICIPATED PROJECT SCHEDULE**

|                                                  |                         |
|--------------------------------------------------|-------------------------|
| Begin Phase 2 of the design (design/development) | September 2026          |
| Submit Plans for Permitting                      | March 2027              |
| Construction Bidding/GMP Negotiations            | May 2027                |
| Construction Begins                              | June 2027               |
| Construction Complete                            | December 2028 (approx.) |

### **NOTE: Schedule subject to change per the City Project Manager.**

<sup>1</sup> A **non-mandatory** pre-proposal meeting for all potential proposers will be held at Sparks City Hall (431 Prater Way, Sparks NV) at the date and time listed in the schedule above. This meeting will provide the proposers with the reasons the City elected to use the CMAR delivery method, provide an overview of the project, and enable the City to answer questions about the project and CMAR or design process. This meeting will be approximately one (1) hour long.

## **STATUS OF SUCCESSFUL PROPOSER**

The successful proposer shall have the status of an "Independent Contractor" as defined by NRS 284.173 and shall not be entitled to any or all rights, privileges, benefits, and emoluments of either an officer or employee of the City.

## **CONTRACT REQUIREMENTS**

The preconstruction services agreement provided with this RFP is the agreement the awarded proposer shall be prepared to sign within seven (7) business days of the City's recommendation of award. Proposers inquiring about changes to terms or conditions of the preconstruction services

agreement must submit any exceptions as questions prior to the question deadline on the RFP (see the third event in the schedule above). Otherwise, by submitting its proposal (including an executed acknowledgement and attestation form), the proposer is acknowledging its familiarity with the agreement's terms and conditions and find the agreement expressly workable without change or modification.

# Forms

**(to be used following award of bid)**

- 1) Form of the Preconstruction Services Agreement**
- 2) CMAR Contractor's Preconstruction Scope of Services (Exhibit A to the Preconstruction Services Agreement)**
- 3) CMAR Preconstruction Services Fee Form (also available in excel file format)**



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**AGREEMENT FOR CONSTRUCTION MANAGER AT RISK PRECONSTRUCTION  
SERVICES FOR NEW SPARKS CITY HALL  
REDEVELOPMENT AGENCY of THE CITY OF SPARKS, NEVADA**

This Agreement made and entered into on this        day of       , 20  , by and between the Redevelopment Agency of the City of Sparks, Nevada, a redevelopment agency existing under Nevada Revised Statutes Chapter 279, hereinafter called "Agency", and **CONSTRUCTION MANAGER**, a qualified Construction Manager in the class of work required, hereinafter called "Construction Manager".

W I T N E S E T H

WHEREAS, provisions contained in Sections 338.1373 and 338.169 of Nevada Revised Statutes authorize the Agency to enter into contracts with construction managers at risk to provide preconstruction services, including, without limitation: assistance in determining whether scheduling or construction problems exist that would delay construction of a project; estimating the cost of labor and material for a project; and assisting the Agency in determining whether a project can be constructed within the Agency's budget; and

WHEREAS, the Agency issued a Request for Proposal RFP #25/26-015 on June 10, 2026, to obtain preconstruction and potential construction services for a new Sparks City Hall (the "Project"); and

WHEREAS, the Construction Manager submitted a proposal to the Agency in response to the Request for Proposal on July 16, 2026, hereinafter called the "Proposal"; and

WHEREAS, based on the Agency's evaluation of the Construction Manager's Proposal and interview and the information obtained through the selection procedure set forth in the Request for Proposal, the Construction Manager was selected on **Enter date**, to perform the services described herein and in **Exhibit A (Scope of Services)**; and

WHEREAS, Construction Manager's legal status is an Independent Contractor and Construction Manager is in good standing in the State of Nevada; and

WHEREAS, Construction Manager desires to perform the Services identified in Construction Manager's Proposal under the terms and conditions set forth herein;

NOW, THEREFORE, IT IS AGREED as follows:

**1. Scope of Work:**

The Construction Manager agrees to perform each service enumerated in this Agreement and Exhibit A (Scope of Services) attached hereto and incorporated into this Agreement (collectively, "Services"), to include the development of a guaranteed maximum price for construction of the Project, hereinafter called "Construction GMP". The Agency's RFP Documents and Construction Manager's Entire Proposal are on file with the City of Sparks. All terms, conditions and requirements contained in the RFP and Proposal, including any and all addenda issued by the Agency, are hereby incorporated into this Contract. The work scope will include, but not be limited to the tasks outlined in Exhibit A.



The Construction Manager shall perform within the time stipulated, the Services required to complete all of the work for the Project with strict accordance with RFP and Construction Manager's Proposal, which were approved and selected by Agency. Construction Manager will have the right to control or direct the manner and the order in which it provides the Services contemplated under this Agreement.

Construction Manager represents and warrants that Construction Manager is engaged in an independent calling and has complied and will continue to comply with all local, state and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the Services to be performed under this Agreement.

Construction Manager understands that the Services it has been retained to perform may be dangerous or may entail a peculiar unreasonable risk of harm to others unless special precautions are taken and Construction Manager agrees to exercise reasonable care to take such precautions.

All individuals performing the Services contemplated under this Agreement shall have the skill and experience and any licenses or certifications required to perform the Services assigned to them. If the Agency determines, in its sole discretion, that any individual employed by the Construction Manager or by any subcontractor is not performing the Services in a proper, safe, and skillful manner, then at the written request of the Agency, the Construction Manager or such subcontractor shall remove such individual and such individual shall not be re-employed on the Project without the prior written approval of the Agency, in its sole discretion. If the Construction Manager or the subcontractor fails to remove such individual or individuals or fails to furnish skilled and experienced personnel for the proper performance of the Services, then the City may, in its sole discretion, suspend the affected portion of the Services by delivery of written notice of such suspension to the Construction Manager. Such suspension shall in no way relieve the Construction Manager of any obligation contained in the Agreement or entitle the Construction Manager to additional compensation or an extension of time. Once compliance is achieved, the Agency will notify the Construction Manager, and the Construction Manager shall be entitled to and shall promptly resume the Services.

## 2. Payment for Project Services

As full consideration for the Services to be performed by Construction Manager, Agency agrees to pay Construction Manager as set forth in accordance with the Fee Schedule and at the hourly rates set forth in the preconstruction fee exhibit and not to exceed fee of **COST** for the project. The Agency will not hire or directly compensate the Construction Manager's employees, assistants or subcontractors, if any. It is expressly understood and agreed that all work done by Construction Manager shall be subject to review as to its result by the Agency at the Agency's discretion. Payment of any invoice shall not be taken to mean that the Agency is satisfied with Construction Manager's Services to the date of payment and shall not forfeit Agency's right to require the correction of any Services deficiencies.

## 3. Term

This Agreement shall become effective upon contract execution and will continue in effect until

☐ **MO/DY/YR**, or

☐ The Project is completed (Approximately \_\_\_\_\_), or unless earlier terminated as provided herein.



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#### 4. Negotiation of Contract for Construction Services

- a. Subject to (i) this Agreement remaining in effect and having not been terminated; (ii) the Construction Manager is not in default under this Agreement; (iii) no event has occurred that, with the giving of notice or expiration of a cure period, would constitute a default under this Agreement; (iv) the Construction Manager has satisfactorily performed the Services under this Agreement; and (v) the Construction Manager remains eligible to construct the Project and meets the standards set forth in NRS 338.1691, which shall, collectively, establish that the Construction Manager has assumed overall responsibility for ensuring that the preconstruction phase of the Project is completed in a satisfactory manner, the Construction Manager shall have the right to negotiate with the Agency for a contract for construction of the Project, or, as directed by the Agency, in its sole discretion, a portion thereof.
- b. As more particularly described in Exhibit A (Scope of Services), the Construction Manager shall provide a Construction GMP bid to the Agency when the Agency determines, in its sole discretion, that design for the Project, or a portion thereof, is sufficiently finalized to enable a determination of the provable cost of the Project or portion thereof. The Construction GMP bid for the Project, or a portion thereof, shall be in the form specified in, and comply with the requirements of, Exhibit A. The Construction Manager's Construction GMP bid shall include all relevant information necessary to fully support the bid. The Construction Manager shall meet with the Agency and other entities and stakeholders identified by the Agency, which may include, but are not limited to, the Agency's designer/architect, to review the Construction Manager's Construction GMP bid, and, as directed by the Agency, negotiate a contract for construction of the Project or a portion thereof (the "Construction Contract"). The Construction GMP bid and negotiation process for a Construction Contract shall be undertaken in a manner consistent with the provisions of Exhibit A (Scope of Services) and this Agreement. The negotiations between the Parties hereof concerning a Construction Contract shall be on an open book basis (including allowing the Agency to review all underlying assumptions, documents, and data associated with pricing and financial terms). It is the express intent of the Parties hereto that the Agency shall be provided such information as is necessary, in the Agency's sole discretion, to satisfy the Agency as to the reasonableness of the amount and that the Construction Manager's pricing and other financial terms for construction are fair and reasonable.
- c. Delivery by the Construction Manager of (i) Payment and Performance Bonds in an amount equal to amounts set forth in the Construction Contract of the accepted bid amount; (ii) evidence of insurance in the forms, coverages and amounts set forth in the Construction Contract; (iii) evidence of authority to execute the Construction Contract as a valid, binding, and enforceable agreement with respect to the Construction Manager; and (iv) such other items and documents as are requested by the Agency shall also be required and shall be conditions of execution and award of a Construction Contract.
- d. As a condition precedent for the Agency to enter into any Construction Contract with the Construction Manager, the Construction Manager shall have provided such additional information as the Agency requests and shall have otherwise cooperated with the Agency so as



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to allow the Agency, in its sole discretion, to make a determination that the pricing and other financial terms of the Construction Contract are fair and reasonable.

- e. If negotiations for a Construction Contract are not successful and the Construction GMP bid, scope of work or other terms and conditions of a Construction Contract are not acceptable to the Agency, in its sole discretion, the Agency reserves the right to terminate negotiations with the Construction Manager and place the Project, or a portion thereof, for open bid in accordance with NRS 338.1696 or otherwise deliver the Project, or a portion thereof, in such manner as the Agency, in its sole discretion, determines. In this case, the Construction Manager will be compensated for the Services pursuant to the terms of this Agreement and the Agency will have no further obligations or liabilities to the Construction Manager. If the Agency utilizes the open bid process, the Construction Manager shall be entitled to bid on the Project, or the portion thereof, through the open bid procedure.
- f. This Agreement does not obligate the Agency to enter into any subsequent agreement(s) for construction or construction Services for the Project. In addition, the Agency reserves the right, in its sole discretion, to not construct the Project, or any portion thereof. Any construction contract related to the Project, or a portion thereof, will be awarded in accordance with Section 338.1696 of Nevada Revised Statutes.
- g. The specific form of a Construction Contract for the Project, or a portion thereof, shall be negotiated in connection with the Construction GMP bid process as described herein.
- h. The Construction Manager shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following completion of each Construction Contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Agency.

**5. Restriction on Subconsultants:**

The Construction Manager (including any subcontractors included and identified in its Proposal) shall perform one hundred percent (100%) of the Services, unless otherwise approved in writing in advance by the Agency, in its sole discretion. It is the express intent of the Parties hereto that no design or architectural subconsultants provide the Services.

**6. Time Devoted to Work:**

In performing the Services contemplated under this Agreement, the Services and the hours Construction Manager is to work on any given day will be on a mutually agreed upon basis, except for attendance at scheduled meetings, and Agency will rely upon Construction Manager to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

Agency understands that Construction Manager is engaged in the same or similar activities for others and that Agency may not be Construction Manager's sole client or customer. However, Construction Manager represents and warrants that it is under no obligation or restriction, nor will it assume any such obligation or restriction, that would in any way interfere or be inconsistent with the Services to be performed under this Agreement.



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**7. No Unfair Employment Practices:**

In connection with the performance of work under this Agreement, Construction Manager agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, sex, sexual orientation, disability or age. Any violation of these provisions by Construction Manager shall constitute a material breach of this contract.

**8. No Illegal Harassment:**

Violation of the Agency's harassment policy, which is incorporated by reference and available from the Human Resources Division, by the Construction Manager, its officers, employees, agents, Construction Managers, subcontractors and anyone for whom it is legally liable, while performing or failing to perform Construction Manager's duties under this Agreement shall be considered a material breach of this contract.

**9. Lawful Performance:**

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

**10. Status of Construction Manager:**

It is the intent of the parties that Construction Manager shall be considered an independent contractor and that Construction Manager, and anyone else for whom it is legally liable, shall not be considered employees, servants or agents of the Agency or the City of Sparks for any purpose. Furthermore, this Agreement shall not be construed to create a partnership or joint venture between the Construction Manager and the Agency.

Neither Construction Manager nor any of its employees or contractors shall be eligible to participate in Agency's industrial insurance, unemployment, disability, medical, dental, life or other insurance programs, or any other benefit or program that is sponsored, financed or provided by Agency for its employees.

Construction Manager agrees that it shall be Construction Manager's exclusive responsibility to pay all federal, state, or local payroll, social security, disability, industrial insurance, self-employment insurance, income and other taxes and assessments related to this Agreement. Neither FICA (Social Security), FUTA (Federal Employment), nor local, state or federal income taxes will be withheld from payments to Construction Manager. Construction Manager shall at Construction Manager's expense pay and be fully liable and responsible for, and indemnify and hold harmless Agency from, any assessments, fines or penalties relating to Construction Manager's failure to uphold any of these responsibilities.

**11. Agency Ownership of Proprietary Information:**

All reports, drawings, plans, specifications, and other documents prepared by Construction Manager as products of service under this Agreement shall be the exclusive property of the Agency and all such materials shall be remitted to the Agency by Construction Manager in a timely manner upon completion, termination or cancellation of this Agreement. Construction Manager shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Construction Manager's



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obligations under this Agreement without the prior written consent of the Agency.

**12. Public Records:**

Construction Manager understands that Agency is subject to the provisions of NRS 239.010. As such, the Agency may have the duty to disclose records related to the Construction Manager's work product and other records relating to Construction Manager's Services.

**13. Insurance:**

CONSTRUCTION MANAGERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT CONSTRUCTION MANAGER CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF SUBMITTAL OF A PROPOSAL. THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THE APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT CONSTRUCTION MANAGER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Should work be required on Agency premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation if applicable, prior to initiation of any Services under Agency, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the Redevelopment Agency of the City of Sparks and shall meet the following minimum specifications:

Contractor shall at its own expense carry and maintain at all times the following insurance coverage and limits of insurance. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein. All insurers must have AM Best rating not less than A-VII, and be acceptable to the Agency. Contractor shall furnish copies of certificates of insurance evidencing coverage for itself and for each subcontractor. Failure to maintain the required insurance may result in termination of this Agreement at Agency's option. If Contractor fails to maintain the insurance as set forth herein, Agency shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

Contractor shall provide proof of insurance for the lines of coverage, limits of insurance and other terms specified below prior to initiation of any Services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications,

Contractor and any of its subcontractors shall carry and maintain coverage and limits no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater.



| Applicable to this Contract | Insurance Type                                | Minimum Limit | Insurance Certificate | Additional Insured | Waiver of Subrogation |
|-----------------------------|-----------------------------------------------|---------------|-----------------------|--------------------|-----------------------|
| Yes                         | General Liability/Umbrella (Excess) Liability | \$2,000,000   | ✓                     | ✓                  | ✓                     |
| Yes                         | Automobile Liability                          | \$1,000,000   | ✓                     | ✓                  |                       |
| Yes                         | Workers' Compensation                         | Statutory     | ✓                     | N/A                | ✓                     |
| Yes                         | Employer's Liability                          | \$1,000,000   | ✓                     | N/A                |                       |
| Yes                         | Professional Liability                        | \$1,000,000   | ✓                     | N/A                | N/A                   |
| No                          | Pollution Legal Liability                     | \$1,000,000   | ✓                     | N/A                | N/A                   |

#### **Commercial General Liability**

Contractor shall carry and maintain a Commercial General Liability policy providing coverage for liability arising from premises, operations, independent contractors, products-completed operations liability, personal and advertising injury, and liability assumed under an insured contract (including, but not limited to, the tort liability of another assumed in a business contract).

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, unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.

#### ***Minimum Limits of Insurance***

**\$2,000,000** Each Occurrence Limit for bodily injury and property damage

**\$2,000,000** General Aggregate Limit

**\$2,000,000** Products and Completed Operations Aggregate Limit

**\$10,000** Medical Expense Limit

If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this PROJECT or LOCATION.

#### ***Coverage Form***

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Commercial General Liability (CGL) "Occurrence" form CG 00 01 04/13 or substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, 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).

#### ***Additional Insured***

Agency, its officers, agents, employees, and volunteers are to be included as insureds using the applicable ISO additional insured endorsement(s) or substitute forms providing equivalent coverage, in respects to



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damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

***Primary and Non-Contributory***

Contractor's insurance coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Agency, its officers, agents, employees, and volunteers. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Any insurance or self-insurance maintained by Agency, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

***Waiver of Subrogation***

Contractor waives all rights against Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Insurer shall endorse CGL policy as required to waive subrogation against the Agency with respect to any loss paid under the policy.

***Endorsements***

Policy forms or endorsements are required confirming coverage for all required additional insureds. The forms or endorsements for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CGO 20 10 07/04 and CG 20 37 07/04 or substitute forms providing additional insured coverage for products and completed operations.

A waiver of subrogation in favor of Agency shall be endorsed to the policy using an unmodified Waiver of Transfer of Rights of Recovery of Others to Us ISO CG 24 04 05 09, or a substitute form providing equivalent coverage.

**Business Automobile Liability**

***Minimum Limits of Insurance***

**\$1,000,000** Combined Single Limit per accident for bodily injury and property damage or the limit customarily carried by Contractor, whichever is greater. No aggregate limit may apply. Coverage may be combined with Excess/Umbrella Liability coverage to meet the required limit.

***Coverage Form***

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01 10/13, CA 00 25 10/13, CA 00 20 10/13 or substitute form providing equivalent coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

***Additional Insured***

Agency, its officers, agents, employees, and volunteers are to be included as insureds with respect to



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damages and defense arising from the ownership, maintenance or use of automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Agency, its officers, employees, or volunteers. Additional insured status for Agency shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

***Endorsements***

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 10/13 or a substitute form confirming Agency's insured status for Liability Coverage under the Who Is An Insured Provision contained in Section II of the coverage form ISO CA 00 01 10/13.

**Waiver of Subrogation.**

Contractor waives all rights against Agency, its officers, agents, employees, and volunteers for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Contractor's insurer shall endorse policy to waive subrogation against Agency with respect to any loss paid under the policy.

**Workers' Compensation and Employer's Liability**

Contractor shall carry and maintain workers' compensation and employer's liability insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210 or provide proof that compliance with the provisions of Nevada Revised Statutes Chapters 616A-D and all other related chapters is not required. It is understood and agreed that there shall be no coverage provided for Contractor or any Subcontractor of the Contractor by the Agency. Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the Agency to make any payment under this Agreement to provide Agency with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between Agency and Contractor that Contractor shall procure, pay for and maintain the above-mentioned coverage at Contractor's sole cost and expense.

Should Contractor be self-funded for workers' compensation and employer's liability insurance, Contractor shall so notify Agency in writing prior to the signing of this Contract. Agency reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

Upon completion of the project, Contractor shall, if requested by Agency, provide a Final Certificate for itself and each Subcontractor showing that Contractor and each Subcontractor had maintained the required Workers Compensation and Employer's Liability by paying all premiums due throughout the entire course of the project.

Nevada law allows the following to reject workers' compensation coverage if they do not use employees or subcontractors in the performance of work under the contract:



- Sole proprietors (NRS 616B.627 and NRS 617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)
- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS 617.207)

If a contractor has rejected workers' compensation coverage under applicable Nevada law, the contractor must indicate the basis for the rejection of coverage and complete, sign and have notarized an Affidavit of Rejection of Coverage. The Affidavit must be completed, signed and notarized prior to performance of any work.

#### ***Minimum Limits of Insurance***

|                        |                                                              |
|------------------------|--------------------------------------------------------------|
| Workers' Compensation: | Statutory Limits                                             |
| Employer's Liability:  | <b>\$1,000,000</b> Bodily Injury by Accident – Each Accident |
|                        | <b>\$1,000,000</b> Bodily Injury by Disease – Each Employee  |
|                        | <b>\$1,000,000</b> Bodily Injury by Disease – Policy Limit   |

#### ***Coverage Form***

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer's Liability coverage form WC 00 00 07/11 or substitute form providing equivalent coverage.

#### **OTHER INSURANCE COVERAGES (IF APPLICABLE)**

**Professional Liability Insurance (if Applicable)** \$1,000,000 each claim limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services. If coverage is required on a claims-made or claims-made and reported basis, any applicable retroactive or pending & prior litigation dates must precede the effective date of this contract. Continuous coverage shall be maintained, or an extended reporting period shall be obtained for a period of at least three (3) years following completion of the project.

#### **ALL COVERAGES**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to AGENCY except for nonpayment of premium.

#### **DEDUCTIBLES AND RETENTIONS**

Any deductibles or self-insured retentions that exceed \$100,000.00 per occurrence or claim must be declared to and approved by the Agency's Contracts and Risk Manager and prior to signing this Contract. Agency is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by Agency's Contracts and Purchasing Manager prior to the change taking effect. Contractor is responsible for any losses within deductibles or self-insured retentions.



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### **OTHER INSURANCE PROVISIONS**

Should Agency and Contractor agree that higher coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount may be borne by Agency. Agency retains the option to purchase project insurance through Contractor's insurer or its own source.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Agency, its officers, agents, employees, or volunteers.

### **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the Agency. Agency, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. Agency reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

### **VERIFICATION OF COVERAGE**

Contractor shall furnish Agency with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any Work, Contractor must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:

- A. Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.
- B. Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the Redevelopment Agency of the City of Sparks as additional insured.
- C. Policy Cancellation Endorsement.** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.
- D. Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

**All certificates and endorsements are to be addressed to the City of Sparks, Purchasing Division and be received and approved by City before work commences.** The City reserves the right to require complete certified copies of all required insurance policies at any time.



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**SUBCONTRACTORS**

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

**MISCELLANEOUS CONDITIONS**

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of Agency, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.
3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
  - a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
  - c. Terminate the Agreement.
4. If Contractor's liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**14. Indemnity:**

To the fullest extent permitted by law, upon award, Contractor shall hold harmless, indemnify, defend and protect Agency, its affiliates, officers, agents, employees, volunteers, successors and assigns ("Indemnified Parties"), and each of them from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or related to any act or omission of Contractor, its employees, agents, representatives, or Subcontractors in any way related to the performance of work under this Agreement by Contractor, or to work performed by others under the direction or supervision of Contractor, including but not limited to:

1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons;
2. Damage to property of anyone, including loss of use thereof;
3. Penalties from violation of any law or regulation caused by Contractor's action or inaction;
4. Failure of Contractor to comply with the Insurance requirements established under this Agreement;
5. Any violation by Contractor of any law or regulation in any way related to the occupational safety and health of employees.



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In determining the nature of the claim against Agency, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against Agency.

If City's personnel are involved in defending such actions, Contractor shall reimburse Agency for the time and costs spent by such personnel at the rate charged Agency for such services by private services.

**In cases of professional service agreements, requiring professional liability coverage:**

If the insurer by which a Construction Manager is insured against professional liability does not so defend the Agency and applicable agents and/or staff, and the Construction Manager is adjudicated to be liable by a trier of fact, the Agency shall be entitled to reasonable attorney's fees and costs to be paid to the Agency by the Construction Manager in an amount which is proportionate to the liability of the of the Construction Manager.

Nothing in this Agreement shall be interpreted to waive nor does the Agency, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

**15. Material Breach of Contract:**

In the event Construction Manager fails to deliver the Services as contracted for herein, to the satisfaction of the Agency of Sparks or otherwise fails to perform any provisions of this Agreement, the Agency, after providing five (5) days written notice and Construction Manager's failure to cure such breach, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative Services from payment due the Construction Manager. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

**16. Termination:**

The Agency may terminate this Agreement for material breach of contract upon ten (10) days written notice and recover all damages, deducting any amount still due the Construction Manager from damages owed to the Agency, or seek other remedy including action against all bonds. The Construction Manager may terminate this Agreement for material breach of contract upon thirty (30) days written notice to the Agency.

Notwithstanding the preceding paragraph, the Agency may immediately terminate the Agreement, and Construction Manager waives any and all claim(s) for damages, upon the Construction Manager's receipt of notice under the following conditions:

- a) If funding is not obtained, continued, or budgeted at levels sufficient to allow for purchase of the Services contemplated under this Agreement per Section 22 of this Agreement;
- b) If any federal, state or local law, including but not limited to, statutes, regulations, ordinances and resolutions, is interpreted by a third party judicial, legislative or administrative authority in such a way that the Services contemplated under this Agreement are no longer authorized for purchase or appropriate for Agency financial participation;
- c) If Construction Manager fails to comply with any local, state or federal law regarding business



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permits and licenses required to perform the Services to be performed under this Agreement or

- d) If it is found that any quid pro quo or gratuities were offered or given by the Construction Manager to any officer or employee of the Agency with a view towards securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performance of this Agreement.

The indemnity and conflict resolution obligations of this Agreement shall survive the termination of this Agreement and shall be binding upon the parties' and the parties' legal representatives, heirs, successors and assigns.

The Agency may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the Construction Manager. In the event of termination, the full extent of Agency liability shall be limited to an equitable adjustment and payment for materials and/or Services authorized by and received to the satisfaction of the Agency prior to termination.

**17. Licenses and Permits:**

The Construction Manager shall procure at its own expense all necessary licenses and permits and shall adhere to all the laws, regulations and ordinances applicable to the performance of this Contract.

Construction Manager is to be doing business within the City of Sparks and is required to obtain and maintain a current business license from the City of Sparks prior to commencement of this Agreement. Pursuant to Sparks Municipal Code Section 5.08.020A: "It is unlawful for any person to transact business in the City without first having obtained a license from the City to do so and without complying with all applicable provisions of this title and paying the fee therefore."

**18. Boycott of Israel (NRS 332.065) (This Section ☒ IS ☐ IS NOT Applicable to this bid):**

Pursuant to NRS 332.065 any contract entered into under NRS Chapter 332 in which the estimated annual dollar amount exceeds \$50,000 will require written certification that the bidder is not, and will not be, engaged in a Boycott of Israel throughout the duration of the Contract. The term "Boycott of Israel" has the meaning ascribed in NRS 332.065(5). Bidder certifies that it is not, and will not be, engaged in a Boycott of Israel throughout the duration of the Contract.

**19. Drafting Presumption:**

The parties acknowledge that this Agreement has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the Agency as the drafter of the Agreement.

**20. Governing Law:**

The laws of the State of Nevada shall govern this Agreement without regard to conflicts of law principles.

**21. Jurisdiction and Venue:**

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought against either of the parties in the courts of the State of Nevada, County of Washoe. Each of the parties consents to the jurisdiction of the court (and of the appropriate



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appellate court) in any such action or proceeding and waives any objection to venue laid therein.

**22. Claims:**

Pursuant to NRS 268.020, which the parties agree to abide by contractually, all demands and accounts against the Agency must be presented to the Council, in writing, within six (6) months from the time the demands or accounts become due. No demand or account may be audited, considered, allowed or paid by the Agency unless this requirement is strictly complied with.

**23. Assignment:**

All of the terms, conditions and provisions of this Contract, and any amendments thereto, shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns. The Construction Manager shall not assign this Agreement without the written consent of the Agency which will not be unreasonably withheld.

**24. Notices:**

All notices required to be given in writing by this Agreement shall be deemed to be received (i) upon delivery if personally delivered, or (ii) when receipt is signed for if mailed by certified or registered mail, postage prepaid, or by express delivery service or courier, when addressed as follows (or sent to such other address as a Party may specify in a notice to the others):

CITY OF SPARKS - PURCHASING DIVISION  
431 PRATER WAY  
PO BOX 857  
SPARKS, NV 89432-0857

**CONSTRUCTION MANAGER:**

[Redacted address information]

**e-mail:**

**25. Entire Agreement:**

This Agreement and all associated documents associated by reference constitute the entire agreement of the parties and shall supersede all prior offers, negotiations, agreements and contracts whether written or oral. Any modifications to the terms and conditions of this Agreement must be in writing and signed by both parties.

**26. Waiver:**

No waiver of any term, provision or condition of this Contract, whether by conduct or otherwise, in any one or more instances, shall be deemed to be nor shall it be construed as a further or continuing waiver of any such term, provision or condition of this Contract. No waiver shall be effective unless it is in writing and signed by the party making it.

**27. Annual Appropriation of Funds:**

Multi-year contracts and leases are subject to annual appropriation of funds by the Agency Board. The Agency plans and makes appropriations to the Agency Budget with respect to a fiscal year that starts July 1<sup>st</sup> and ends June 30<sup>th</sup> of each year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds. Continuance of a multi-year contract beyond the limits of funds available shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year and the termination of this Agreement by lack of appropriation shall be without



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penalty.

**28. Severability:**

If any part of this Agreement is found to be void it will not affect the validity of the remaining terms of this Agreement which will remain in full force and effect.

**29. Headings:**

Paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference only, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

**30. Singular Includes the Plural; Gender; Title Reference:**

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders, and the word "person" or "entity" shall include corporation, firm, partnership, or any other combination or association.

**31. Execution:**

The parties agree to execute such additional documents and to take such additional actions as are reasonably necessary or desirable to carry out the purposes hereof. They also agree, acknowledge and represent that all corporate authorizations have been obtained for the execution of this Agreement and for the compliance with each and every term hereof. Each undersigned officer, representative or employee represents that he or she has the authority to execute this Agreement on behalf of the party for whom he or she is signing.



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IN WITNESS WHEREOF, the Redevelopment Agency of the City of Sparks has caused this Contract to be executed by its officers thereunto duly authorized and the Construction Manager has subscribed same, all on the day and year first above written.

\_\_\_\_\_  
(Construction Manager)  
Municipal Corporation

REDEVELOPMENT AGENCY of the  
CITY OF SPARKS, NEVADA

By: \_\_\_\_\_

By: \_\_\_\_\_  
Charlene Bybee, Chairperson

\_\_\_\_\_  
(Title)

APPROVED AS TO FORM

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk



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**Exhibit A**

THIS (optional) SPACE TO BE USED TO ATTACH CONSTRUCTION MANAGER PROPOSAL OR TO DEFINE THE SPECIFIC SCOPE OF WORK FOR THIS CONTRACT

**Exhibit A**  
**Scope of Services for New Sparks City Hall**

The following exhibit describes the Preconstruction Services for the **Enter name of the CMAR contractor**, acting as the Construction Manager at Risk (CMAR Contractor), on the New Sparks City Hall project located at 650 Marina Gateway Drive, Sparks, Nevada (Project). The Sparks Redevelopment Agency (Agency) issued a Request for Proposal (RFP #25/26-015) seeking proposals and interview responses for preconstruction and potential construction services for the Project, and CMAR Contractor submitted a proposal and responded to an interview to perform the preconstruction and potential construction services (the Services) in response to RFP #25/26-015 (Proposal). As described in the RFP and the Proposal, which are hereby incorporated into this Scope of Services, the CMAR Contractor is responsible for and required to perform all Services detailed in the Proposal, including:

- Gain a thorough understanding of the Project;
- Prepare, update, and follow an overall Project schedule and approach;
- Provide collaboration as part of the Project team to validate existing design concepts (including the Project's basis of design), propose value-added ideas and concepts, reduce construction risks through the preconstruction phase, and support finalization of the design;
- Work together through plan and specification development to streamline the design process and ensure the constructability of the Project;
- Estimate and discuss the construction costs and schedule impacts of the Project during regular coordination points and at the noted design/pricing milestones;
- Assist in cost-effective solutions to resolve Project issues, potential delays, and risks;
- Negotiate, in good faith, with the Agency and Independent Cost Estimator (ICE) to reconcile variances in the Project estimates; and
- Provide a final guaranteed maximum price (GMP) for construction of the Project (or any portion thereof).

If the Project cannot be delivered within the allocated budget or a GMP cannot be agreed to, the Agency reserves the right (in its sole discretion) to:

- Cancel the Project,
- Reduce the scope, or
- Deliver the Project by other means as allowed under Nevada Revised Statutes (NRS) Chapter 338.

Construction activities shall not begin until the Agency has accepted a GMP and a Construction Contract has been executed for the Project (or any portion thereof).

**PROJECT DESCRIPTION**

The New Sparks City Hall will be a multistory building with an estimated square footage of 60,000 square feet. The building is anticipated to house all typical services that would be included in a City Hall, along with the municipal court building functions (currently located at 1450 C. Street), City Council meeting auditorium, and an entry area that provides space for the public, which shall include a "coffee shop" and/or "retail/dining" possibilities. The site may include secure parking for employees (surface or garage) along with public parking. The building will be located at 650 Marina Gateway Drive, Sparks, NV 89434 on approximately 7.8 acres. The entire lot does not need to be used for the New City Hall.

The Agency will complete the field survey, certain geotechnical investigations and utility potholing, and the design for the Project. Although the Agency may be providing preliminary survey and related documentation during the preconstruction phase, the CMAR Contractor is responsible for providing its own survey for the construction work.

## **PROJECT TEAM AND STAKEHOLDERS**

The Project will require the CMAR Contractor to coordinate and work with the following Project team members.

- The Agency will administer and manage the Project. All consultants and contractors working on the Project report directly to the Agency's Project Manager (Agency's Representative). The Agency's Representative is supported by the Agency's staff to help oversee the Project.
- The Agency has retained a designer of record to complete the preliminary and final design work for the Project (the Designer).
- Agency Construction Engineering Team
- Independent Cost Estimator (ICE): The Agency has retained an ICE that will provide a comparative, fair market price for construction of the Project (or any portion thereof).

## **PROJECT GOALS**

The Project and use of the CMAR delivery method are intended to achieve the following goals:

- Establish an early project budget (based on the 30% design plans) that is transparent, defensible, and accurate so that the City can identify the Project's construction phase funding.
- Establish a project budget that maximizes the project scope.
- Introduce and integrate specialized building techniques, building materials, and architectural features that have been proven to be budget-conscious, functional, and maintainable for long-term use and create a sense of place within the City.
- Minimize the project delivery timeframe. Identify and anticipate scheduling challenges, including long-lead procurement items and provide creative solutions to ensure the project is completed on time.

## **SCOPE OF SERVICES: TASKS AND SUBTASKS**

The CMAR Contractor's Preconstruction Services include the following tasks and subtasks.

### **Task 1.0: Project Management**

The CMAR Contractor shall provide a Project Manager, assigned Key Personnel (including its Cost Estimator and Construction Manager), and support staff to work with the Project team.

#### **Subtask 1.1: Project Management Plan**

The CMAR Contractor shall develop, obtain approval, and implement its Project Management Plan (PMP) to align the Project team in their respective roles, responsibilities, and duties through addressing the following.

- Project Administration Plan
  - Organization and personnel management, coordination, and interaction with the Project team, inclusive of methods and procedures to ensure all Project team members and stakeholders are aware and aligned in each respective role for Project delivery success
  - Methods, procedures, or process flow charts intended to manage its Preconstruction Services and activities, daily coordination, risk resolution, and general project management
  - Document management procedures
  - Communications
  - Conflict resolution, issues management, and escalation
- Construction Management Plan that will apply for all construction activities (including for any Project-related work packages). The plan shall document applicable references and definitions, requirements that describe methods and workflow processes, management and staff responsibilities, and an approach to measure, analyze, and improve results or output. The plan is subject to the Agency's approval and is to be finalized prior to awarding the Construction Contract

for the Project (or any portion thereof). The Construction Management Plan shall include the following subplans:

- Logistics Plan
- Safety and Quality Plan, including identified checklists
- Material Source Plan, including considerations for procurement of long-lead items
- Environmental Compliance Plan
- Transportation Management Plan, including access and haul routes
- Permit and Stakeholder Coordination Plan

**Assumptions:** The CMAR Contractor shall submit the Project Administration chapter six weeks after notice to proceed for the preconstruction phase. The CMAR Contractor shall submit the Construction Management chapter 60 days prior to execution of a Construction Contract for the Project (or any portion thereof), which shall be updated prior to any subsequent release of additional work packages/amendments.

**Submittals:** PMP, including the Project Administration and Construction Quality Management chapters as noted in the task above.

### **Subtask 1.2: Preconstruction Kickoff Workshop**

The CMAR Contractor shall attend the Project's kickoff workshop, which will orient the Project team on the Project details, review Project defining questions, discuss the CMAR delivery method specific to this Project, and discuss needs of the Project stakeholders.

**Assumptions:** Key members of the CMAR Contractor (as agreed-to by the Agency) are to attend in-person and actively participate in the workshop. The kickoff workshop shall be a one-time, half-day meeting.

**Submittals:** Meeting notes and follow-up action items to kick off the CMAR portion of the preconstruction phase.

## **Task 2.0: Price-Related Activities**

### **Subtask 2.1: Initial Approach to Cost Meeting**

The CMAR Contractor shall attend and actively participate in a meeting with the Agency and the ICE to identify, discuss, and define estimate inputs and assumptions to establish a consistent foundation for estimation. The purpose of this meeting will be to establish similar assumptions for the construction work, means and methods, and pricing, in addition to establishing the plan to communicate changes in scope, quantity, and phasing. Refer to Attachment 1 for a more detailed description and definition of the information to be included as a part of the open-book cost estimates prepared for this Project.

The Project team discussion includes:

- Directing an open discussion regarding specific costing assumptions, and
- Discussing cost/pricing development and process for design input, analysis, evaluation, and resolution of the Project team's input into the design and specification development process.

**Assumptions:** The CMAR Contractor's Project Manager, Construction Manager, and Lead Estimator are to attend and actively participate in the meeting. The meeting is a one-time, full-day meeting occurring approximately four (4) weeks prior to the submittal of the 30% design.

**Submittals:** Meeting notes from the meeting.

### **Subtask 2.2: Ongoing Estimate Coordination**

The CMAR Contractor shall attend and actively participate in regular estimate coordination meetings to further refine and document estimate assumptions and methodologies, to schedule milestone meetings and estimate follow up, to provide input to support cost control efforts, and to communicate changes in scope, quantities, phasing, etc.—all to ensure a consistent foundation for each respective estimate submittal.

**Assumptions:** Meetings are to start approximately three weeks prior to the pricing milestone period/submittal of the related design plans. The meetings occur bi-weekly over the duration of the pricing milestone process. The CMAR Contractor's Project Manager, Construction Manager, and Lead Estimator (and related estimator team members) are to attend and actively participate in each meeting. These meetings do not occur when a related pricing workshop or meeting is scheduled.

**Submittals:**

- Meeting notes and follow-up actions completed in a timely manner and in an acceptable format (e.g., via a comment and resolution form, redlined drawings, written reports or memos, and/or electronic track changes to documents provided).
- Initial submittal and ongoing maintenance of a bid workbook/instructions (hosted by the CMAR Contractor and available on a shared site at all times to the Agency and related parties) detailing the basis of the estimate (including clear description and assumptions for the work elements) that communicate the open-book estimating practices for the Project. This workbook is to also include agreed-to assumptions for labor/equipment rates, materials, commodity rates, and escalation and a common, but independent pricing approach related to production rates, crew composition, etc.

**Subtask 2.3: Constructability Reviews**

The CMAR Contractor shall develop and submit its design submittal review log and related plan markups and then lead the constructability reviews for noted design submittals/packages to inform design optimization and each related pricing milestone period.

**Assumptions:** Any constructability review meeting is to occur around the same time as the associated design review meeting (for each design milestone phase starting with the 30% design and ending with 90% design). Time includes work related for any necessary breakout sessions needed for the Project. The CMAR Contractor is to schedule this meeting prior to the formal pricing risk workshop detailed in Subtask 2.4. The Construction Manager and commenters from the CMAR Contractor's construction team are to lead this portion of the review meeting.

**Submittals:**

- Completed design submittal review log/comment matrix and design plan markups (including Clash Detection analysis) for each design-related submittal.
- Meeting notes from each review meeting and follow-up actions completed in a timely manner and in an acceptable format (e.g., via a comment and resolution form, redlined drawings, written reports or memos, and/or electronic track changes to documents provided).
- Design request clarification log, inclusive of any requests for information provided/requested of the Agency or the architect.

**Subtask 2.4: Risk Management**

The CMAR Contractor shall identify, quantify, document, and implement Project (including design and construction) risks and risk avoidance, reduction, and mitigation strategies, as well as monitor and provide written input into a Project risk register. The CMAR Contractor shall maintain the risk register and participate in the preparation, modification, and updating of the risk register, and the CMAR Contractor

shall continuously communicate its assumptions regarding cost, schedule, and quality impacts to risk as the design progresses and price is refined.

**Assumptions:** The formal risk workshop for each pricing milestone period is to occur around the time of the design/constructability review meeting detailed in Subtask 2.3 (for each design milestone phase starting with the 30% design and ending with 100% design/initial GMP submittal). The CMAR Contractor's Project Manager, Construction Manager, and Lead Estimator are to attend and actively participate in each meeting. Updates of the risk register, which will also include the CMAR Contractor's innovation register (detailed in Subtask 2.5), are to be done during the regular risk management meetings or estimate coordination meetings over the duration of the preconstruction phase.

**Submittals:**

- The shared risk register and shared location for all backup documentation. This shall include written documentation to inform the risk register specifying the associated value, schedule and cost savings, and cost of identified risk avoidance, reduction, or mitigation strategies before or during each pricing milestone period, at a minimum.
- At the time of a GMP Bid, the CMAR Contractor shall submit a report that summarizes the decisions for risk avoidance, reduction, or mitigation and the associated value of each decision in terms of cost and savings in direct relationship with the GMP Bid. Refer to Subtask 2.9 for further information regarding the GMP Bid.

### **Subtask 2.5: Innovation/Value Engineering Management**

The CMAR Contractor shall generate, price, track, and implement innovative or value engineering ideas (based on quantifiable benefits) throughout the preconstruction phase. Work includes collecting (from any member of the Project team), evaluating, and presenting Project-specific ideas (for Agency approval) that will offer the best overall value in terms of cost, schedule, and quality enhancements.

As part of this effort, the CMAR Contractor shall prepare and maintain an innovation/value engineering register and all related documentation to identify the person and/or entity that proposed the idea, the value of the idea (in terms of cost savings, quality enhancements, risk reduction/mitigation, or schedule impact/benefit), and how the idea has been or will be incorporated into the design and construction documents.

Work shall also include, as directed by the Agency, option studies and life-cycle cost analyses.

**Assumptions:** Updates of the register, which will also include updating of the risk register (detailed in Subtask 2.4), are to be done during the regular risk management meetings or estimate coordination meetings over the duration of the preconstruction phase.

**Submittals:**

- The shared innovation/value engineering register and shared location for all backup documentation
- At the time of a GMP Bid, the CMAR Contractor shall submit a report that summarizes both the innovations and value engineering ideas considered and those concepts that were implemented, including quantification of the *realized* cost savings, quality enhancements, risk reduction/mitigation, or schedule impact/benefit. Refer to Subtask 2.9 herein for further information regarding the GMP Bid.

### **Subtask 2.6: Quantity Reconciliation**

The CMAR Contractor shall prepare a common work breakdown structure (WBS) and lead all subsequent quantity reconciliation discussions during each pricing milestone period. The intent of this subtask is to compare quantity take-offs between the Agency (including the ICE) and the CMAR Contractor's estimators and to agree upon a common set of quantities and adjustments to the WBS used as the basis to price the Project (or a portion thereof). For each meeting/workshop, the CMAR Contractor shall lead discussions of its WBS, items of work, units of measurement, and related quantities in collaboration with the Agency and the ICE.

**Assumptions:** This meeting is associated with each pricing milestone period (starting with 30% design and ending with 100% design/initial GMP submittal and any subsequent GMP submittals) and occurs after the Agency, ICE, and CMAR Contractor have reviewed the plans and taken-off quantities for comparison purposes. The CMAR Contractor's Project Manager, Construction Manager, and Lead Estimator (and related estimate team members) are to lead each meeting. Updates to the WBS and related quantities may occur, as managed by the Lead Estimator (and support staff).

**Submittals:**

- Meeting minutes
- WBS breakdown (including all agreed to parent and child bid items) as a shared document
- Agreed-to quantities as a shared document
- Other follow-up actions completed in a timely manner and in an acceptable format

**Subtask 2.7: Subcontractor and Vendor Selection**

Consistent with its Subcontracting Plan developed under Task 4.0, the CMAR Contractor shall lead subcontractor and vendor selection meetings during identified pricing milestone periods and during the GMP Bid submittal process. For each meeting/workshop, the CMAR Contractor shall lead discussions on subcontractor quotes:

- Explaining how the quotes are distributed within the bid items,
- Clarifying any support services or self-performed work required for each subcontractor or vendor,
- Demonstrating that the CMAR Contractor has solicited quotes from the subcontractors/vendors (where feasible), and
- Reviewing and justifying any relevant pricing exclusions from the quotes.

The CMAR Contractor shall provide the Agency and the ICE a list of subcontractors or vendors contacted to document the solicitation/outreach efforts, including any subcontractors or vendors that were unresponsive, in accordance with the process outlined in its Subcontractor Plan (see Task 4.0).

**Assumptions:** This meeting is associated with the 90% design, 100% design/initial GMP submittal, and all related GMP Bids. *The CMAR Contractor's Project Manager, Construction Manager, and Lead Estimator (and related estimate team members) are to lead each meeting.*

**Submittals:**

- Meeting notes
- Subcontractor bids and backup (including inclusions and exclusions) in a shared environment
- List of subcontractors and vendors contacted (with contact information)
- Follow-up actions completed in a timely manner and in an acceptable format

**Subtask 2.8: Cost Estimate Development and Pricing Reconciliation**

For each pricing milestone estimate (excluding the GMP Bid, which is described in Subtask 2.9), the CMAR Contractor shall develop and provide open-book, production-based cost estimates and related pricing backup for the Project team's examination/use. This documentation shall clearly identify pricing assumptions, contingency, risk, and approach to creating the estimates so that the estimate materials are fully identified, delineated, and understood by the Project team. Refer to [Attachment 1](#) for a more detailed description and definitions of the information to be included as a part of the open-book cost estimates prepared for this Project.

**Assumptions:** For each pricing milestone period (starting with 30% design and ending with 90% design), the CMAR Contractor shall submit its estimate, all estimate backup materials, and/or

reports on assumed labor/equipment rates, production rates, crew composition, escalation, general conditions/indirects, overhead, profit, and contingency input used (among any other pricing details or data required by the Agency or ICE). The information shall document critical assumptions, clarifications, and/or pricing decisions that may impact the fluctuations in price and a description of any and all allowances and exclusions.

The estimate and related backup shall reflect and be consistent with the agreed upon method and measurement of payment anticipated for each bid item and in accordance with the requirements established during the Initial Approach to Cost Meeting and any ongoing estimate coordination meetings—as documented in the Bid Workbook/Instructions.

The Agency will review the submitted estimates and identify items not in agreement among the Project team. For each pricing milestone period (starting with 30% design and ending with 90% design), the CMAR Contractor shall attend estimate review/reconciliation meetings (as necessary) to discuss its assumptions, cost allocations, or other pricing items not in agreement among the parties. The construction schedule submitted under Task 3.0 shall occur at least two weeks prior to and coincide with the production and phasing assumptions used when developing each cost estimate.

**Submittals:**

- Construction cost estimate for the Project (or portion thereof) in the following formats:
  - An estimate that is compatible or accessible with the production-based cost model used by the ICE, and
  - An estimate that is consistent with the engineer's estimate (formatted in an Excel spreadsheet with bid item descriptions, quantities, and units).
- Reconciled construction cost estimate for the Project (or portion thereof)

**Subtask 2.9: GMP Bid(s) Development**

At the time the Agency determines that the design for the Project (or any portion thereof) has been finalized to determine an agreeable cost for the Project or that portion, and provided that the other conditions and tasks set forth in the Agreement have been satisfied, as determined by the Agency, the CMAR Contractor shall prepare and submit a bid as a cost of the work, plus a fee (i.e., a construction phase markup inclusive of overhead and profit), with a guaranteed maximum price (GMP Bid).

A GMP is the guarantee that the cost of the work (inclusive of all costs for the work/direct costs, general conditions/indirect costs, contingencies, risk costs, and the fee as defined in Attachment 1) will not exceed the prices submitted by the CMAR Contractor in its GMP Bid. Whether the prices include some or all lump sum items, unit-based items, quantity-based items, contingency, or allowances, the individual prices are guaranteed in accordance with the requirements of the design documents, the construction documents, and the Construction Agreement.

The GMP Bid may be for the construction of the Project as a whole or the CMAR Contractor may be asked to prepare a GMP Bid for construction of a portion of the Project, if the Agency determines that the work is severable and that significant construction cost, risk, or potential schedule delay can be reduced by allowing the CMAR Contractor to start initial work or procure identified materials prior to the completion of the overall Project's final design package(s).

In any instance, the GMP Bid shall be developed and evaluated in accordance with the following process:

- The Agency or architect shall produce a set of plans and specifications for performance of the construction work for the Project (or any portion thereof).
- The CMAR Contractor shall submit, with its GMP Bid, its Subcontracting Plan, a Construction Management Plan (CMP) and associated documents, and a finalized construction schedule that has been approved by the Agency.
- Solicitations for subcontractors and the award of any subcontract shall be made pursuant to NRS 338.16991 and 338.16995, regulations adopted by the Nevada State Public Works Division, and the CMAR Contractor's approved Subcontracting Plan. Concurrently with its GMP Bid, the CMAR

Contractor shall provide a list of all subcontractors that it has procured and intends to use on the required forms (e.g., Listing of Work Estimated by CMAR to Exceed 1% of Cost of Public Work).

- The CMAR Contractor shall prepare and submit a GMP Bid for the Project (or portion thereof) as the Agency directs and in accordance with the Agency's bidding requirements.
  - The GMP Bid shall reflect the pricing as defined in the subcontracts and include all information required by the Agency.
  - The form of the GMP Bid shall be in such format as the Agency, in its sole discretion, determines and may include quantity-based items, unit-priced based items, lump sum items, contingency, allowances, and other pricing elements (e.g., the Risk Account) determined by the Agency for inclusion.
- Upon opening the GMP Bid, the Agency will determine the acceptability of the GMP Bid, in its sole discretion.
  - In assessing the GMP Bid, the Agency may compare the GMP Bid to some or all of the following:
    - State average costs,
    - Similar project costs,
    - An independent cost estimate, and/or
    - The engineer's estimate(s).

The Agency will use such other information that the Agency determines relevant and useful.

- The Agency is under no obligation to accept the GMP Bid, even if the bid compares favorably to the foregoing data, averages, and estimates.
- Agency personnel reviewing the GMP Bid and other data, averages, and estimates may include the Agency's Representative, members of the ICE, and/or any other internal Agency staff and outside advisors deemed necessary or desirable by the Agency.
- If the GMP Bid is acceptable, the Agency will finalize the Construction Contract or amend the existing Construction Contract with the CMAR Contractor, as applicable.
- If the GMP Bid is not acceptable for the Project (or any portion thereof), the Agency may enter a process of risk or scope identification that identifies price, quantity, assumptions, and other differences. Following the successful resolution of the risk issues or reduction of scope associated with such differences, the Agency may ask the CMAR Contractor to re-bid the GMP Bid for the Project (or any portion thereof).

If this re-bid does not result in a GMP Bid that is acceptable to the Agency (in its sole discretion), the Agency reserves the right, in its sole discretion, to terminate the bidding process and undertake such other actions relating to the Project as the Agency determines, including, without limitation, the right to:

- Cancel the Project, or
- Deliver the Project by other means as allowed under NRS Chapter 338.

The CMAR Contractor is not excused from completion of the Preconstruction Services required under the Agreement, if such Preconstruction Services have not been fully performed.

**Submittals:** GMP Bid submittal and associated documentation in accordance with the requirements delineated herein (inclusive of a production-based and engineer's estimate format), using the same production-based cost model used in developing the previous estimates along with a narrative report documenting the critical assumptions and/or pricing decisions that could impact the fluctuations in pricing adherence (on an open-book basis).

### **Task 3.0: Project Schedule Development**

The CMAR Contractor shall create and update the Project's construction schedule, addressing comments from the Project team when creating its baseline Project schedule. The CMAR Contractor shall update the schedule, at a minimum, at each design/pricing milestones noted herein.

The schedule shall include each Project phase and identify key milestones, deliverables, and dependencies, along with durations for procurement, right-of-way, third-party (including utility) timelines and commitments, construction management, and construction work for the Project (or any portion thereof). The CMAR Contractor shall also identify roles and responsibilities for each item of work represented in the schedule.

#### **Submittals:**

- Detailed construction schedule submitted and then updated, at a minimum, for each design/pricing milestone (starting with the 30% design through the 100% design/initial GMP submittal for the Project or portion thereof).
- Detailed 3D schedule incorporating BIM model.
- Narrative report documenting key critical path elements of the schedule and the major assumptions and/or decisions that could impact schedule performance. The CMAR Contractor shall include in the report any acceleration opportunities, the cost (or savings) of the opportunities, and prerequisites thereof and the extent of the potential schedule acceleration.
- **Note:** The CMAR Contractor shall provide a finalized construction schedule with its GMP Bid, which will be part of the Construction Contract and adhered to by the CMAR Contractor for the duration of the associated construction work.

### **Task 4.0: Subcontracting Plan Development**

The CMAR Contractor shall develop its Subcontracting Plan in accordance with the requirements listed below as well as all applicable NRS requirements, including, without limitation, NRS Chapter 338 and NAC Chapter 338.

Prior to both i) soliciting any qualifications, proposals or bids for subcontracts, and ii) submitting a bid for a Construction Contract for the Project or a portion thereof, the CMAR Contractor shall submit a Subcontracting Plan to the Agency for its review and approval that includes a reasonable procedure (with an associated subcontractor proposal form) for conducting the procurement and approval processes applicable to all subcontracts. Such procedures shall include the timing for each step of the qualification and proposal process, with the proposal form, qualification determinations, and selections to be made in accordance with NRS 338.16991 and 338.16995, NAC 338.550 through NAC 338.640, and related regulations. The Subcontracting Plan shall be subject to the approval of the Agency, in its sole discretion, and shall adhere to the following conditions:

- The CMAR Contractor shall recommend a division of the work to facilitate the bidding and award of trade contracts.
- The CMAR Contractor shall provide for involvement by the Agency in subcontractor solicitation, bidding, and selection as set forth in NRS 338.16995.
- The Agency shall recommend which work, if any, should be procured through value-based competitive selection, in lieu of low-bid selection. All subcontracts for which the estimated value is at least 1 percent (1%) of the total cost of the public work or \$50,000, whichever is greater, whether the selection is value-based or low bid, shall comply with NRS 338.16991 through NRS 338.16995, and be documented as noted in the Agreement.
- The CMAR Contractor shall identify work that the CMAR Contractor proposes to self-perform and shall identify how the CMAR Contractor will ensure that the pricing of self-performed work will be most advantageous to the Agency.

The Subcontracting Plan shall include provisions for implementing the following requirements:

1. The CMAR Contractor must determine that at least three (3) subcontractors in each trade or scope of work are qualified to provide the labor, materials, and equipment for the Project. This is unless the CMAR Contractor has received written approval of the Agency to qualify fewer than three (3) subcontractors in a particular trade or scope of work.
2. If the CMAR Contractor has qualified three (3) or more subcontractors to submit proposals for the Project for a trade or scope of work and has received fewer than three (3) proposals for that trade or scope of work by the time set for the opening of such proposals, the CMAR Contractor may not open any proposal for that trade or scope of work until it receives written instructions from the Agency on how to proceed. If the Agency directs the CMAR Contractor to solicit additional proposals for that trade or scope of work, a subcontractor that has submitted a proposal for such trade or scope of work may withdraw its proposal and resubmit at the time set for soliciting additional proposals.
3. The CMAR Contractor shall time stamp all envelopes containing proposals to provide labor, materials, or equipment for the Project upon receipt of each proposal on the form provided by the CMAR Contractor. Before opening the proposals at the predetermined time, the CMAR Contractor shall confirm that the subcontractor submitting a given proposal i) was qualified by the CMAR Contractor, ii) attended the preproposal meeting (if applicable), and iii) was timely received by the CMAR Contractor. The CMAR Contractor shall not open and shall return all proposals not meeting these three (3) requirements.
4. At the time subcontractor proposals are opened, the CMAR Contractor shall compile and provide to the Agency or its authorized representative a list that includes, without limitation, the name and contact information of each subcontractor who submits a timely proposal and the price of the proposal submitted by the subcontractor. The list must be made available to the public upon request.
5. Prior to entering into a subcontract, the CMAR Contractor shall inform the Agency or its authorized representative which subcontractor has been selected and provide the Agency with access to all proposals, bids, and evaluation materials.
6. The CMAR Contractor shall make available to the public, including, without limitation, each subcontractor who submits a proposal, the final rankings of the subcontractors and shall provide, upon request, an explanation to any subcontractor who is not selected as to the reasons why the subcontractor was not selected.
7. If the CMAR Contractor receives a written protest from a proposing subcontractor no later than three (3) full business days following the CMAR Contractor's selection of a subcontractor, the CMAR Contractor shall not execute a contract for that subcontract package without first providing at least two (2) full business days written notice to all proposers of the CMAR Contractor's intent to execute a contract for the subcontract package. The CMAR Contractor's protest procedures shall be subject to the prior written approval of the Agency.
8. The CMAR Contractor shall enter into a subcontract with a subcontractor selected pursuant to the approved Subcontracting Plan and this **Exhibit A**, and the CMAR Contractor shall not have the right to make any substitution of any such subcontractor except in accordance with the provisions of NRS 338.16995.
9. If, prior to award and execution of a Construction Agreement, the Agency objects to the use of a subcontractor for subcontracted work on such Construction Contract and such subcontractor has been properly selected by the CMAR Contractor in accordance with the requirements of the approved Subcontracting Plan and this **Exhibit A**, the Agency shall issue a written request to the CMAR Contractor to change the subcontractor and shall pay any actual and direct increase in the CMAR Contractor's costs, including an adjustment to the GMP Bid resulting from the change. The increase shall be based solely on, and be limited to, the direct cost differential between the subcontract cost of the original subcontractor and the subcontract cost of the changed subcontractor and shall exclude any additional mark-up, profit, and overhead by the CMAR Contractor. Other than providing such compensation, if any, the Agency shall have no further responsibilities, liabilities, or obligations arising out of such objection and change of subcontractors. Replacement of subcontractors after award and execution of the Construction Agreement, including, without limitation, in connection with unsatisfactory performance, shall be governed by the terms of the Construction Agreement.

**Submittals:** A Subcontracting Plan no later than twenty (20) calendar days after submittal of the 60% design submittal.

The CMAR Contractor shall provide updates to the Subcontracting Plan prior to submittal of its GMP Bid for the Project (or portion thereof). If the Agency elects to consider a Construction Contract for a portion of the Project, the Subcontracting Plan must be submitted and approved prior to submittal of any GMP Bid related thereto. All documentation necessary to support adherence to the requirements of NRS 338.16991 and NRS 338.16995 and the regulations related thereto shall be included in the Subcontracting Plan update.

## Attachment 1: Suggested Minimum Open-Book Pricing Definitions

### Minimum Requirements

The following are suggested minimum definitions for the CMAR Contractor when communicating pricing assumptions and line-item accounting via the open-book construction cost estimating process.

- The CMAR Contractor shall clearly delineate any services to be self-performed and any services to be subcontracted.
  - For self-performed work, the CMAR Fee (separated by overhead and profit percentages) is to be identified, agreed upon, and applied to the total self-performed cost “below the line.” This is opposed to allocating the CMAR Fee (overhead and profit) into individual direct cost items.
  - For work to be subcontracted, the subcontractor’s overhead, profit, and indirect costs are to be included within the pricing of that individual direct cost item under the Cost of the Work.
- CMAR General Conditions (defined in the subsequent section) are to be scoped, quantified, and priced as a separate division of cost and are not to be allocated under the Cost of the Work (i.e., direct costs), except as stated above for work performed by subcontractors.
- Mobilization/demobilization of temporary jobsite office(s) and construction equipment is to be an individually detailed item for each office and each piece of equipment.
- All multipliers are to be calculated “above the line” and not calculated as an iterative value based on the total cost.
- The CMAR Contractor’s estimate software shall provide discrete output data for the following:
  - Labor hours
  - Labor costs
  - Equipment costs
  - Permanent materials
  - Construction materials
  - Trucking
  - Subcontracted costs **Note:** *Any work completed or materials, supplies, or equipment provided by a division, entity, company, subsidiary, branch, department, or affiliate of the CMAR Contractor shall not be included in the subcontracted cost breakdown, but instead be included in the appropriate categories listed directly above.*
  - Plug costs

### Definitions/Descriptions

The following definitions/descriptions are provided to establish initial expectations regarding categorization and to separate line/bid-item accounting procedures to be used in the open-book estimating process for the Project.

**Cost of the Work** (and related terms): The *direct costs* incurred by the CMAR Contractor in the performance of the work or in connection with the Project, which are reasonably inferable from the Contract as necessary to perform the work and not already included in the CMAR General Conditions, CMAR Fee, CMAR Contingency, or Risk Account. Specifically, the Cost of the Work includes:

- Wages paid for craft labor in the direct employ of the CMAR Contractor in the performance of the work, exclusive of the labor that is to be included in the CMAR General Conditions. Labor rates, burdened by fringe benefits only, shall be in conformance with the applicable Prevailing

Wage Rates as published by the Nevada State Labor Commission for this Project. This includes craft labor costs for the CMAR Contractor's self-performed construction work.

- The cost of all purchased materials, supplies, and equipment for performance of the work, including the costs for the CMAR Contractor's certificates of inspection and testing, transportation, storage, and handling, but excluding testing and inspections listed in the CMAR General Conditions or as required to be paid for directly by the Agency.
- All payments made by the CMAR Contractor to the Subcontractors and suppliers for the Cost of the Work performed under the Contract. Subcontracted work is to include each Subcontractor's direct and indirect costs, overhead, profit, and bond costs, subject to an open-book evaluation by the Agency and its representatives.
- Sales, use, gross receipts or other tax, tariffs or duties related directly to the performance of the work and which are not already included in the CMAR General Conditions, CMAR Fee, CMAR Contingency, or Risk Account.
- The cost (including transportation, fuel, and maintenance) of all supplies, equipment, temporary facilities, and major tools (i.e., not consumable/small tools owned or used by craft labor under the CMAR General Conditions) that are used or consumed in the performance of the work.
- Includes the CMAR Contractor's internal cost/use rate or actual rental charge for all necessary machinery and equipment used for the performance of the work, whether rented from the CMAR Contractor or others. This item includes installation, repair and replacement, dismantling, removal, maintenance, transportation, and delivery costs.
- All costs for physical removal and disposal tied to the performance of the work and site for all generated non-hazardous substances, debris, and waste materials, and any removal and proper disposal of hazardous waste noted in the Hazardous Waste Report, if provided.

***CMAR General Conditions*** (and related terms): The *indirect costs* incurred by the CMAR Contractor in the performance of the work or in connection with the Project not already included in the Cost of the Work, CMAR Fee, CMAR Contingency, or Risk Reserve Account. Specifically, the CMAR General Conditions include:

- Salaries or wages of the CMAR Contractor's on-site field supervision, management, and administrative staff in whatever capacity employed, including the CMAR Contractor's Project Manager, project engineer, project coordinator/administration staff, project scheduler, on-site safety personnel, or project superintendent. The cost included in this category:
  - Excludes corporate, branch, regional, or non-Project-specific personnel who are accounted for in the CMAR Fee.
  - Is inclusive of payroll taxes and certain employee benefits for unemployment compensation, social security, health, welfare, retirement, paid time off, and other fringe benefits as required by law, labor agreements, or paid under the CMAR Contractor's standard personnel policy, insofar as such costs are actually paid to employees of the CMAR Contractor.
- All costs associated with establishing/mobilizing, equipping, operating, maintaining, and demobilizing the specified field office(s). Cost includes field office costs for cleaning, maintenance, security, utilities, rent/lease, equipment and furniture.
- Temporary building expenses, including cost of ownership or rental, set up, maintenance and removal of such buildings (if not a direct pay item), warehouses, first-aid building, and other miscellaneous.
- Construction plant expenses, including site fences, parking areas, material yards, temporary access, and other such special construction not included in the Cost of the Work. Haul road construction and maintenance to be included in the Cost of the Work.

- Overhead vehicles, maintenance equipment and personnel (if not in the Cost of the Work), and general service equipment and personnel (such as flatbeds and forklifts if not in the Cost of the Work).
- Small tools and supplies (provided to the craft labor), safety expendables, drug screen testing, training, physicals, and local hiring expenses.
- General work site housekeeping and required maintenance related to clean-up requirements, dumpsters, dumping fees, temporary toilets, sweeping, etc.
- Site utilities (such as electric, water, and sanitary) and yard support for construction equipment.
- All costs for reproduction, photographs, data processing services, cellular phones, radios, computers, software, postage, express delivery charges, and on or off-site telephone service.
- Cost of quality control labor, equipment, and supplies for both outside services and CMAR Contractor-hired personnel with site overhead wages.
- The CMAR Contractor's capital expenses, including interest on the CMAR Contractor's capital employed for the work.
- All costs related to training and field implementation of the CMAR Contractor's safety program.
- All other Project-required permits, fees, licenses, survey, layout, inspection and tests not paid by the Agency.
- Bonds, including cost of payment and performance bonds or other guaranties procured by the CMAR Contractor. **Note:** this is an item to be reimbursed as an actual, pass-through cost without any CMAR Fee or other markup.
- Insurance (excluding payroll insurance) as listed in Section 23 of the General Conditions. **Note:** this is an item to be reimbursed as an actual, pass-through cost without any CMAR Fee or other markup.
- Other taxes (excluding payroll taxes), such as property tax and any special local or state tax. Sales tax should be included with the applicable item taxed in the Cost of the Work.
- Non-standard, extended or bonded warranties.

**CMAR Fee** (and related terms): The CMAR Fee is inclusive of the CMAR Contractor's construction phase markup percentages (listed separately for all overhead items vs. proposed profit) to complete the work. Specifically, the CMAR Fee includes:

- Overhead
  - Project principal or executive leadership – all costs
  - Cost estimator services during the construction phase – all costs
  - Agency-allowable Project Manager, superintendent, or additional staff relocation, housing, and subsistence costs
  - Home, branch, and regional office administrative, IT, or legal support staff
  - Home, branch, and regional office safety support staff
  - Home, branch, and regional office quality control support staff
  - CMAR Contractor business licenses, corporate fees and association dues
  - Staff bonuses – all costs
- Profit

**CMAR Contingency** (and related terms): Contingency is intended to cover increases to the Cost of the Work that are not otherwise compensable through a Change Order and that are reasonably inferable from the Contract. Specifically, the CMAR Contingency may be used as defined in the Construction Contract.

Exclusions are defined as items associated with the Project but provided by others. This may include items provided by:

- The Agency
- Utility companies
- Other local agencies
- Work done by adjacent contractors

CMAR PRECONSTRUCTION SERVICES FEE

List the 1) CMAR contractor's personnel (both proposed key personnel and additional supplemental staff), 2) the anticipated hours of involvement (to cover the duration of the services required under the City/CMAR Preconstruction Agreement), and 3) the billable hourly pay rate for staff involved in the CMAR contractor's preconstruction services scope of work. See Exhibit A of the City/CMAR Preconstruction Agreement for the associated scope of work.

All Preconstruction Tasks

| Name     | Job Title                | Hourly Base Rate (Direct Salary Rate) | Overhead Markup % <sup>1</sup> | Overhead Markup Rate | Profit Markup % <sup>2</sup> | Project Markup | Fully Burdened Hourly Rate | # of Hours | Fully Burdened Hourly Rate x Hours |
|----------|--------------------------|---------------------------------------|--------------------------------|----------------------|------------------------------|----------------|----------------------------|------------|------------------------------------|
| John Doe | Project Manager          |                                       |                                | \$ -                 | 11.00%                       | \$ -           | \$ -                       |            | \$ -                               |
|          | Construction Manager     |                                       | 0.00%                          | \$ -                 | 11.00%                       | \$ -           | \$ -                       |            | \$ -                               |
|          | Lead Estimator           |                                       | 0.00%                          | \$ -                 | 11.00%                       | \$ -           | \$ -                       |            | \$ -                               |
|          | Value-Added Personnel #1 |                                       | 0.00%                          | \$ -                 | 11.00%                       | \$ -           | \$ -                       |            | \$ -                               |
|          | Value-Added Personnel #2 |                                       | 0.00%                          | \$ -                 | 11.00%                       | \$ -           | \$ -                       |            | \$ -                               |
|          | Additional support staff |                                       | 0.00%                          | \$ -                 | 11.00%                       | \$ -           | \$ -                       |            | \$ -                               |
|          | Additional support staff |                                       | 0.00%                          | \$ -                 | 11.00%                       | \$ -           | \$ -                       |            | \$ -                               |
|          | Additional support staff |                                       | 0.00%                          | \$ -                 | 11.00%                       | \$ -           | \$ -                       |            | \$ -                               |
|          | Additional support staff |                                       | 0.00%                          | \$ -                 | 11.00%                       | \$ -           | \$ -                       |            | \$ -                               |
| TOTAL    |                          |                                       |                                |                      |                              |                |                            |            | \$ -                               |

|                                       |      |
|---------------------------------------|------|
| PRECONSTRUCTION SERVICES HOURLY TOTAL | \$ - |
|---------------------------------------|------|

Direct Expenses (pass through costs)

|                       |      |
|-----------------------|------|
| Travel                | \$ - |
| Lodging               | \$ - |
| Per Diem              | \$ - |
| Rental Car/Ride Share | \$ - |
| Printing              | \$ - |
| Mileage               | \$ - |
| Misc                  | \$ - |

|                      |      |
|----------------------|------|
| DIRECT EXPENSE TOTAL | \$ - |
|----------------------|------|

|                                    |      |
|------------------------------------|------|
| TOTAL PRECONSTRUCTION SERVICES FEE | \$ - |
|------------------------------------|------|

<sup>1</sup> To establish the appropriate overhead rate for use by the CMAR Contractor, the CMAR Contractor shall provide evidence of the CMAR Contractor's indirect cost rate using its established federal acquisition regulation (FAR) rate or audited indirect overhead rate. If the CMAR Contractor does not have an established FAR or audited indirect overhead rate, the CMAR Contractor shall establish an overhead markup percentage (including indirect and administrative costs) as follows:

- a) A labor surcharge/burden rate of twenty percent (20%), and
- b) Home office overhead (general and administrative) rate not to exceed 15%.

No other markups will be allowed to establish the CMAR Contractor's overhead markup or on any of the CMAR Contractor's subconsultants, subcontractors, suppliers, or vendors.

<sup>2</sup> The profit markup percentage has been set by the Agency at 11% for the preconstruction phase, and the CMAR Contractor shall use this percentage markup when establishing its fully burdened rate for the preconstruction services.