



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: June 16, 2022

Staff Contact: Carol Akers, Purchasing & Contracts Administrator, Darren Schulz, Public Works Director and Sean Slamon, Fire Chief

Agenda Title: For Possible Action: Discussion and possible action regarding Contract 21300276 ("Contract") between Carson City and Core West, Inc. ("Core") to engage Core as a construction manager at risk ("CMAR") for a new fire station with shared facilities for emergency operations ("Project"), with Core providing pre-construction CMAR services for the Project for a not to exceed amount of \$54,000. (Carol Akers; CAkers@carson.org and Randall Rice; RRice@carson.org)

Staff Summary: A formal Request for Proposals (RFP 21300276) was released on April 25, 2022, seeking proposals for CMAR services on the Project. The Project will ultimately include the construction of a combined emergency operations center, fire station, and backup emergency dispatch center to meet the needs of an increasing population and to improve emergency management and preparedness capabilities for Carson City. The City and Core may negotiate a separate construction services contract in the future for Core to perform CMAR services for the construction phase of the Project.

Agenda Action: Formal Action / Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve the contract as presented.

Board's Strategic Goal

Efficient Government

Previous Action

May 20, 2021 – The Board of Supervisors ("Board") approved initial project funding in the FY 2022 Final Budget.

Background/Issues & Analysis

A CMAR will provide two major services for the Project, each under a separate contract. The first task is to provide pre-construction services for the Project, which includes contractor assistance and participation in the design and cost estimation for the Project. Fire stations have unique challenges; therefore, hiring a competent contractor to provide input during the design phase aids in managing project risk and helps ensure the Project will be built on time and within budget. The contract with Core that is before the Board in this agenda item addresses pre-construction CMAR services.

This second task is construction management services for the Project. A separate construction management services contract will be brought to the Board at a future date, but only if the City and the CMAR are successful in negotiating a guaranteed maximum price ("GMP") after Project design is complete. Unlike the traditional Design-Bid-Build delivery, the CMAR structure allows the parties to acquire critical knowledge about the Project's complexities, cost and scope before entering into a construction services contract. This creates

greater cost-certainty for all parties, limits the number of surprises during construction and locks in unit pricing. If no major scope changes are identified during construction, the CMAR must deliver the Project within the agreed-upon GMP and the CMAR exceeds that GMP at its own risk. For these reasons, CMAR is regarded as a particularly useful project delivery method when material scarcity and procurement lead times are a concern.

The engaged CMAR will provide pre-construction services for a sum-certain; here, Core would provide those services for a fixed fee of \$54,000. However, the City and Core would only enter into a subsequent construction services contract if they can agree upon the GMP for that contract. If those negotiations are not successful, the City would have the option to publicly bid CMAR services for the construction phase of the project through the typical public bidding process.

A formal Request for Proposals for the Project was released on April 25, 2022 and proposals were accepted through 2:00 pm on May 18, 2022. Two proposals were received, and the Review and Selection Committee selected Core to serve as the Project CMAR. Core was selected above the other firm based on their qualifications, project experience, technical capacity, project approach, and their proposed fees. The Core CMAR construction team achieved the highest combined average ranking among all committee members during the evaluation.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 338.1685 to 338.16995

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Project Number: P301222001, CIP Fire Professional Services Account 2102025-500309.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved Project Number P301222001, CIP Fire Professional Services Account 2102025-500309, will be reduced by \$54,000; there is currently \$845,978 available.

Alternatives

Do not approve the contract and/or provide alternative direction to staff.

Attachments:

[21300276 Draft Contract.pdf](#)

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

Contract No. 21300276

Title: Carson City Fire Station with Shared Facilities for Emergency Operations Project Pre-Construction Services

THIS CONTRACT is made and entered into this 16th day of June, 2022, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as “**CITY**”, and CORE West, Inc. dba CORE Construction (“**CORE**”), hereinafter referred to as “**CMAR**”.

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as “**NRS**”) 332 and 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract is for consulting services from one or more licensed architects, engineers and/or land surveyors; and

WHEREAS, this Contract (does involve X) (does not involve) a “public work” construction project, which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, **CMAR’S** compensation under this agreement (does X) (does not) utilize in whole or in part money derived from one or more federal grant funding source(s) as set forth in **Exhibit B**; and

WHEREAS, it is deemed necessary that the services of **CMAR** for **CONTRACT No. 21300276** (hereinafter referred to as “**Contract**”) are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. **REQUIRED APPROVAL:**

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2. **SCOPE OF WORK (Incorporated Contract Documents):**

CMAR shall provide and perform the pre-construction services, hereinafter referred to as the “**SERVICES**”, that are (1) described in the Contract Documents for RFP No. 21300276—including that RFP and any addenda (which is posted at ngemnv.com) and **CMAR’s** response to that RFP (attached as **Exhibit A**)—and/or (2) set forth below:

- 2.1 Participation in regularly scheduled design progress meetings (weekly) with the Designer/Architect, various other consultants and the **CITY**. The **CMAR** shall provide ongoing input with respect to design schedule, constructability, construction cost, construction duration, sequence of construction, and construction means and methods.
- 2.2 Participation in meetings with Carson City and Designer/Architect, utility companies, property owners, and local businesses to expedite the design/permit process. Provide a prime contact to establish relationships with project stakeholders prior to the construction phase.
- 2.3 Participate in Opinion of Probable Construction Cost (OPCC) meetings with City, Independent Cost Estimator (ICE), and Designer/Architect at each of the design review milestones (30%, 60%, 90% and final design phases).
- 2.4 Provide Conceptual cost estimate(s).

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- 2.5 Maintain continuous "open book" communication with Carson City, ICE, and Designer/Architect.
- 2.6 Develop construction phasing and scheduling that will minimize interruptions to existing businesses and the traveling public. Develop baseline schedules with continuous updates as the design process develops. Schedule shall identify the overall construction period.
- 2.7 Develop strategies for phasing the improvements with the available funding.
- 2.8 Continuous development of review comments, suggestions, and cost estimates and models throughout the phases of design.
- 2.9 Development of constructability and value engineering suggestions at each phase of design (30%, 60% and 90%).
- 2.10 Facilitate long-lead procurement studies and identify long-lead items.
- 2.11 Development of potential bidder lists and coordination of input from subcontractors with regard to each of the items previously described in the in the description of work.
- 2.12 Distribution of documents to potential bidders, coordination of pre-bid conferences and bid openings, and assistance with selection of the best bids in each category.
- 2.13 Continuous development of a detailed open book cost model with updates based on bids obtained from subcontractors, after reviewing and coordinating the bid results with the CITY, and based on interim submittals.
- 2.14 Development of final CMAR constructability and value engineering suggestions (based on 100% Construction Documents).
- 2.15 Assist the City with avoiding procurement of duplicative or unnecessary services and materials.

3. **CMAR QUALIFICATIONS TO PROVIDE SERVICES:**

CMAR represents that it meets the requirements to provide the SERVICES, as described and represented by the Contract Documents, including RFP No. 21300276 (which is posted at ngemnv.com) and CMAR's response to that RFP (attached as **Exhibit A**), and CMAR further represents that it is currently, and will be for the duration of the SERVICES:

- 3.1 Duly licensed by CITY for the purposes of performing the SERVICES, and it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.
- 3.2 Registered, with a DUNS number, on the U.S. Government System for Award Management (www.sam.gov).
- 3.3 Not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. This representation applies to CMAR and its principals, and includes, but is not limited to, the requirements set forth at Executive Order 12549 and implemented at 34 CFR Part 85.

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3.4 Willing and able to certify that all solicitations and awards for sub-contracts will comply with: 2 C.F.R §§ 200.319 (b), 200.321, 200.322, 200.323, and Appendix II, Part 200.

3.5 It and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CMAR** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CMAR** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CMAR** to **CITY**.

3.6 Neither the execution of this Contract nor the rendering of services by **CMAR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CMAR** is a party or by which **CMAR** is bound, or which would preclude **CMAR** from performing the SERVICES required of **CMAR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

3.7 Before commencing with the performance of any work under this Contract, **CMAR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CMAR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CMAR** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

3.8 If the CITY was required by NRS 332.065(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CMAR** provides a written certification that the **CMAR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CMAR** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CMAR's** non-compliance with this Section.

3.9 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:

3.9.1 *Use of **CMAR'S** Drawings, Specifications and Other Documents:*

3.9.1.1 The drawings, specifications and other documents prepared by **CMAR** for this Contract are instruments of **CMAR'S** service for use solely with respect to this Contract and, unless otherwise provided, **CMAR** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

3.9.2 *Cost Accounting and Audits:*

3.9.2.1 If required by **CITY**, **CMAR** agrees to make available to **CITY** for two (2) years after the completion of the SERVICES under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive at

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appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the SERVICES performed under this Contract.

3.9.3 *If Land Surveying or Testing SERVICES are provided to a Public Work Project involving actual Construction (not solely design work):*

3.9.3.1 DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5): **CMAR** shall comply with Davis-Bacon Act and NRS 338.070(5). **CMAR** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered SERVICES. The statement shall be executed by **CMAR** or subcontractor or by an authorized officer or employee of **CMAR** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CMAR** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 of this statute must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CMAR** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month**.

3.9.3.2 FEDERAL FUNDING: In the event federal funds are used for payment of all or part of this Contract, **CMAR** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period**. The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

3.9.3.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS: The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project SERVICES. Should a classification be missing from the Davis-Bacon rates the **CMAR** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CMAR**. **CMAR** shall ensure that a copy of **CMAR'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

3.9.3.3.1 Per NRS 338.070(5) a **CMAR** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

(a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work:

- (1) The name of the worker;
- (2) The occupation of the worker;

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(3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and

(6) The actual per diem, wages and benefits paid to the worker; and

(b) An additional accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:

(1) The name of the worker;

(2) The driver's license number or identification card number of the worker; and

(3) The state or other jurisdiction that issued the license or card.

3.9.3.3.2 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CMAR**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

3.9.3.3.3 Pursuant to NRS 338.060 and 338.070, **CMAR** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CMAR** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

3.9.3.4 FAIR EMPLOYMENT PRACTICES: Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CMAR** and a public body such as **CITY**:

3.9.3.4.1 *In connection with the performance of work or SERVICES under this Contract, CMAR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.*

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3.9.3.4.2 **CMAR** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

3.9.3.5 PREFERENTIAL EMPLOYMENT: Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

3.9.3.5.1 In connection with the performance of SERVICES under this Contract, **CMAR** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CMAR** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

3.10 CITY Responsibilities:

3.10.1 **CITY** shall make available to **CMAR** all technical data that is in **CITY'S** possession, reasonably required by **CMAR** relating to the SERVICES.

3.10.2 **CITY** shall provide access to and make all provisions for **CMAR** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CMAR** to perform the SERVICES.

3.10.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CMAR** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CMAR**.

3.10.4 It is expressly understood and agreed that all work done by **CMAR** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CMAR** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

4. CONTRACT TERM:

4.1 This Contract shall be effective from June 21, 2022, subject to Carson City Board of Supervisors' approval (anticipated to be June 16, 2022) to June 30, 2023, unless sooner terminated by either party as specified in Section 7 (CONTRACT TERMINATION).

5. NOTICE:

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5.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

5.2 Notice to **CMAR** shall be addressed to:

Seth Maurer, President
CORE West, Inc. dba CORE Construction ("CORE")
5330 Reno Corporation Dr.
Reno, NV 89511
775-525-5757
sethmaurer@coreconstruction.com

5.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing & Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

6. COMPENSATION:

6.1 The parties agree that **CMAR** will provide the SERVICES specified in Section 2 (SCOPE OF WORK) and **CITY** agrees to pay **CMAR** the Contract's compensation based upon the Scope of Work Fee Schedule for a not to exceed maximum amount of Fifty Four Thousand Dollars and 00/100 (\$54,000.00), and hereinafter referred to as "Contract Sum".

6.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

6.3 **CITY** has provided a sample invoice and **CMAR** shall submit its request for payment using said sample invoice.

6.4 Payment by **CITY** for the SERVICES rendered by **CMAR** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

6.5 **CITY** does not agree to reimburse **CMAR** for expenses unless otherwise specified.

7. TIMELINESS OF BILLING SUBMISSION:

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7.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CMAR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CMAR**.

8. CONTRACT TERMINATION:

8.1 Termination Without Cause:

8.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

8.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CMAR** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CMAR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CMAR** for damages due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

8.2 Termination for Nonappropriation:

8.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CMAR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

8.3 Cause Termination for Default or Breach:

8.3.1 A default or breach may be declared with or without termination.

8.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

8.3.2.1 If **CMAR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

8.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CMAR** to provide the goods or SERVICES or any services required by this Contract is for

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any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

8.3.2.3 If **CMAR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

8.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CMAR'S** ability to perform; or

8.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CMAR**, or any agent or representative of **CMAR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

8.3.2.6 If it is found by **CITY** that **CMAR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

8.4 Time to Correct (Declared Default or Breach):

8.4.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

8.5 Winding Up Affairs Upon Termination:

8.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 8.5** (Winding Up Affairs Upon Termination) survive termination:

8.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

8.5.1.2 **CMAR** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

8.5.1.3 **CMAR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

8.5.1.4 **CMAR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance **Section 20** (CITY OWNERSHIP OF

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PROPRIETARY INFORMATION).

8.6 Notice of Termination:

8.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

9. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CMAR** to **CITY**.

10. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CMAR**, for the fiscal year budget in existence at the time of the breach. **CMAR'S** tort liability shall not be limited.

11. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

12. INDEMNIFICATION:

12.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

12.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CMAR** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

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intentional misconduct of the **CMAR** or the employees or agents of the **CMAR** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CMAR** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CMAR** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CMAR'S** subcontractors, that impact project completion and/or success.

12.3 Except as otherwise provided in Subsection 12.5 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

12.3.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

12.3.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

12.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

12.5 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

13. INDEPENDENT CONTRACTOR:

13.1 **CMAR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

13.2 It is mutually agreed that **CMAR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CMAR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

13.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CMAR** or any other party.

13.4 **CMAR**, in addition to Section 11 (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CMAR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

13.5 Neither **CMAR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

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14. INSURANCE REQUIREMENTS (GENERAL):

14.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.

14.2 **CMAR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

14.3 **CMAR** shall not commence work before: (1) **CMAR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CMAR**.

14.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

14.5 *Insurance Coverage (14.6 through 14.23):*

14.6 **CMAR** shall, at **CMAR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CMAR** and shall continue in force as appropriate until the later of:

14.6.1 Final acceptance by **CITY** of the completion of this Contract; or

14.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

14.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CMAR**. **CMAR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CMAR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CMAR** has knowledge of any such failure, **CMAR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

14.7 *General Insurance Requirements (14.8 through 14.23):*

14.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

14.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CMAR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

14.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City:

14.10.1 **CMAR** maintains an additional \$5,000,000.00 umbrella policy in lieu of the Waiver of Subrogation Clause.

14.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

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14.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CMAR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CMAR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$50,000.00 per occurrence, unless otherwise approved by **CITY**.

14.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, **CMAR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

14.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

14.15 **Evidence of Insurance:** Prior to commencement of work, **CMAR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

14.16 **Certificate of Insurance:** **CMAR** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CMAR**.

14.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 14.9** (Additional Insured).

14.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

14.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CMAR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CMAR** shall relieve **CMAR** of **CMAR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CMAR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

14.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

CMAR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence.

14.20.1 *Minimum Limits required:*

14.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

14.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations

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- Aggregate.
- 14.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.
- 14.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, 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)].
- 14.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
- 14.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City 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.
- 14.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 14.20.9 **CMAR** 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 Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy
- 14.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 14.21.1 *Minimum Limit required:*
- 14.21.2 **CMAR** shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 14.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 14.21.4 **CMAR** 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 automobile liability or other liability insurance obtained by Contractor pursuant this Contract.
- One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.
- 14.22 **PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)**
- 14.22.1 *Minimum Limit required:*
- 14.22.2 **CMAR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

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14.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

14.22.4 **CMAR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CMAR** shall purchase Extended Reporting Period coverage for claims arising out of **CMAR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years.

14.22.5 A certified copy of this policy may be required.

14.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

14.23.1 **CMAR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease

14.23.2 **CMAR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CMAR** is a sole proprietor; that **CMAR** will not use the services of any employees in the performance of this Contract; that **CMAR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CMAR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

14.23.3 **CMAR** 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 workers' compensation and employer's liability or commercial umbrella liability insurance obtained by **CMAR** pursuant to this Contract. **CMAR** shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

15. **BUSINESS LICENSE:**

15.1 **CMAR** shall not commence work before **CMAR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

15.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

16. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

CMAR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CMAR** to provide the goods or SERVICES or any services of this Contract. **CMAR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CMAR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CMAR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

17. **WAIVER OF BREACH:**

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

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18. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

19. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by CITY, such offending portion of the assignment shall be void, and shall be a breach of this Contract. CMAR shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of CITY. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

20. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by CMAR (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of CITY and all such materials shall be delivered into CITY possession by CMAR upon completion, termination, or cancellation of this Contract. CMAR shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of CMAR'S obligations under this Contract without the prior written consent of CITY. Notwithstanding the foregoing, CITY shall have no proprietary interest in any materials licensed for use by CITY that are subject to patent, trademark or copyright protection.

21. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from CMAR may be open to public inspection and copying. CITY will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. CMAR may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that CMAR thereby agrees to indemnify and defend CITY for honoring such a designation. The failure to so label any document that is released by CITY shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

22. CONFIDENTIALITY:

CMAR shall keep confidential all information, in whatever form, produced, prepared, observed or received by CMAR to the extent that such information is confidential by law or otherwise required by this Contract.

23. FEDERAL FUNDING:

23.1 *In the event federal funds are used for payment of all or part of this Contract:*

23.1.1 CMAR certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

23.1.2 CMAR and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

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23.1.3 **CMAR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

23.1.4 **CMAR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

23.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CMAR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23.1.6 **CMAR** shall ensure that all solicitations and awards for sub-contracts issued as part of the SERVICES will comply with: 2 C.F.R §§ 200.319 (b), 200.321, 200.322, 200.323, and Appendix II, Part 200.

24. **LOBBYING:**

24.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

24.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

24.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

24.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

25. **GENERAL WARRANTY:**

CMAR warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

26. **PROPER AUTHORITY:**

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CMAR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any SERVICES performed by **CMAR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CMAR**.

27. **ALTERNATIVE DISPUTE RESOLUTION (Public Work):**

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

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If the SERVICES under this Contract involve a “public work” as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CMAR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CMAR** regarding that public work cannot otherwise be settled, **CITY** and **CMAR** agree that, before judicial action may be initiated, **CITY** and **CMAR** will submit the dispute to non-binding mediation. **CITY** shall present **CMAR** with a list of three potential mediators. **CMAR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

28. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CMAR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

Contract No. 21300276

Title: Carson City Fire Station with Shared Facilities for Emergency Operations Project Pre-Construction Services

30. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY

Executive Office
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Carol Akers
Purchasing & Contracts Administrator

Project# P301222001
Acct# 2102025-500309

By: _____

Dated _____

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

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Undersigned deposes and says under penalty of perjury: That he/she is **CMAR** or authorized agent of **CMAR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CMAR

BY: Seth Maurer

TITLE: President

FIRM: CORE West, Inc. dba CORE Construction (CORE)

CARSON CITY BUSINESS LICENSE #: BL-003769

Address: 5330 Reno Corporation Dr.

City: Reno **State:** NV **Zip Code:** 89511

Telephone: 775-525-5757

E-mail Address: sethmaurer@coreconstruction.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20____.

(Signature of Notary)

(Notary Stamp)

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

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Operations Project Pre-Construction Services**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of June 16, 2022 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 21300276**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGEWELL, MAYOR

DATED this 16th day of June, 2022.

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 16th day of June, 2022.

REQUEST FOR PROPOSAL FOR CONSTRUCTION MANAGER AT RISK

CARSON CITY FIRE STATION WITH SHARED FACILITIES FOR EMERGENCY OPERATIONS PROJECT

RFP #21300276
MAY 18, 2022 | 2:00PM



Carson City Heroes for Over 160 Years!





RFP SUBJECT:

Request for Proposals for Construction Manager at Risk
Carson City Fire Station with Shared Facilities for Emergency Operations
RFP# 21300276

FIRM NAME:

CORE West, Inc. dba CORE Construction (CORE)

ADDRESS:

5330 Reno Corporate Dr.
Reno, NV 89511

TELEPHONE NUMBER

(775) 525-5757

DUNS NUMBER

140392056

CONTACT:

Seth Maurer, President
CORE West, Inc.
sethmaurer@coreconstruction.com
P: (775) 525-5757
C: (775) 750-1776

May 18, 2022

Ms. Carol Akers
Purchasing and Contracts Administrator
Carson City Purchasing and Contracts
201 N. Carson Street, Suite 2
Carson City, NV 89704

**RE: Request for Proposals (RFP) 21300276
Carson City Fire Station with Shared Facilities for Emergency Operations Project**

Dear Ms. Akers and Selection Committee Members:

First and foremost, thank you for the opportunity to submit our qualifications to serve as your Construction Manager at Risk (CMAR) for the Carson City Fire Station with Shared Facilities for Emergency Operations project. We have great respect and appreciation for the selfless service that our first responders deliver to our community every day, and it is a privilege to have the opportunity to pay it back through our professional services as a CMAR. We believe that our company culture of servant leadership, combined with our experience in constructing Public Safety Buildings, is in total alignment with the vision and objectives of Carson City. Below are a few reasons why we believe we can deliver on this very special project.

CMAR EXPERIENCE: Having served on over 120 CMAR projects for over 25 Public Sector Clients, CORE is the most experienced CMAR in the state of Nevada. Our dedicated pursuit toward Qualification Based Selection delivery projects gives us a clear understanding that, in order to get hired again, we must serve our Clients well and execute to a level that exceeds your expectations.

UNPARALLELED PUBLIC SAFETY EXPERIENCE: CORE has built more than 130 fire stations and over 250 public safety projects nationwide, earning us the rank of the nation's **2ND-LARGEST PUBLIC SAFETY BUILDER**. We are excited to bring our unique knowledge and lessons learned to your project. As public safety builders, we feel it is our responsibility to construct facilities that are not only highly functional and efficient, but also clean, safe, and that promote optimal health and wellness for our first responders. In 2017, we launched an initiative designed to help mitigate occupational hazards and associated health risks that our first responders face due to the dangerous conditions in which they selflessly work. This initiative, called Clean Public Safety Building (CleanPSB), is now a standard program that we deploy on all projects nationwide.

EXPERIENCE WITH TSK: CORE's relationship with TSK Architects spans over two decades and includes over two dozen projects in the state of Nevada. Our two firm's cultures are very well aligned when it comes to serving our Clients. These cultures are founded in trust, collaboration, and respect for everyone's opinion, especially that of the Client. CORE and TSK's relationship and familiarity with each other will allow us to hit the ground running on your project.

We extend our sincere thanks for your careful review of our qualifications. Our entire team looks forward to this special opportunity in serving as your trusted CMAR partner.



Seth Maurer
President



Taylor Laack
Project Manager

*CORE's Project Manager will not be removed from the project without permission from the City.
*CORE acknowledges Addendum 1 dated May 12, 2022.

Primary Contact

SETH MAURER
PRESIDENT

5330 Reno Corporate Dr.
Reno, NV 89511

E: sethmaurer
@coreconstruction.com
T: 775.525.5757
C: 775.750.1776



5.4.1 FIRM INFORMATION



FIRM NAME, BUSINESS ADDRESS, YEAR ESTABLISHED, TYPE OF FIRM OWNERSHIP (I.E., SINGLE SOURCE, JOINT VENTURE), NAME AND ADDRESS OF PARENT COMPANY, FORMER PARENT COMPANY NAMES, NAME AND CONTACT INFORMATION FOR PRINCIPAL PERSONNEL, AREAS OF RESPONSIBILITY, AND TOTAL NUMBER OF PERSONNEL. INCLUDE AN EXPLANATION OF WHETHER THE APPLICANT HAS AN OFFICE WITHIN CARSON CITY (OR THE CONTIGUOUS COUNTIES TO CARSON CITY IN NEVADA).

FIRM NAME

CORE West, Inc. dba CORE Construction (CORE)

BUSINESS ADDRESS

5330 Reno Corporate Dr.
Reno, NV 89511

YEAR ESTABLISHED

Nationally 1937
Locally 1986

TYPE OF FIRM OWNERSHIP

Single Source (Corporation)

NAME AND ADDRESS OF PARENT COMPANY

The CORE Group
6320 Research Rd.
Frisco, TX 75033

FORMER PARENT COMPANY NAMES

N/A

NAME AND CONTACT INFORMATION FOR PRINCIPAL PERSONNEL

Seth Maurer, President
sethmaurer@coreconstruction.com
C: (775) 750-1776

AREAS OF RESPONSIBILITY

CORE will provide Construction Manager at Risk services.

TOTAL NUMBER OF PERSONNEL

Nationally 1,200+
Locally 121

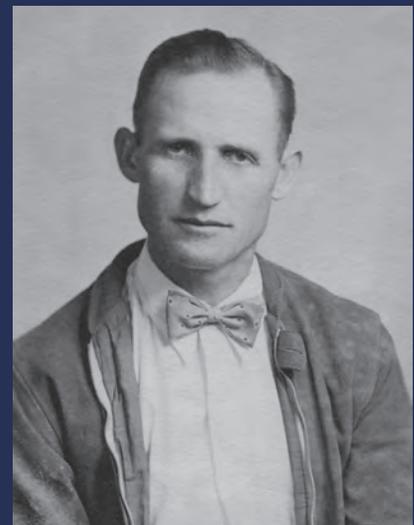
Our firm's west coast sector is known as CORE West, and includes offices in Auburn, CA, Boise, ID, and Las Vegas, NV, with our headquarters stationed in Reno, NV. All work will be performed out of our Reno office.



SCAN THE QR CODE TO SEE A SHORT VIDEO OF CORE'S HERITAGE.

CORE's rich history started with one key moment in 1937, when our founder, Otto Baum, applied for a loan to start a masonry company. He had nothing to use as collateral except for his proven character and exemplary reputation. When the bank manager asked the loan officer why they should consider Otto's request, the officer simply replied, **"I trust him."** This event sparked the beginning of a company that would one day grow to multiple locations across the U.S., supported by over 1,200 employees and a strong culture built on the same trust Otto started the company with in 1937.

Our Mission is to earn the trust of our Employees, Building Partners and Clients. Achieving this mission begins by building teams with members who have unwavering, comprehensive trust in one another. Each team member understands the CORE Values we stand for: Integrity, Fairness, Continuous Improvement and Results. These CORE Values represent foundational elements of trust itself. We are dedicated to earning the trust of our Clients through our commitment to teamwork, our adherence to our CORE Values, and our dedication to the belief that The Client Decides.



5.4.2 FIRM ORGANIZATIONAL CHART Exhibit A

PROVIDE A PROJECT-SPECIFIC ORGANIZATIONAL CHART FOR BOTH PRE-CONSTRUCTION AND CONSTRUCTION PHASES. INDICATE LINES OF RESPONSIBILITY AND/OR COMMUNICATION.

SPECIFICALLY INCLUDE THE CMAR TEAM LEADER, PROJECT MANAGER, ESTIMATOR, SUPERINTENDENT, SCHEDULE COORDINATOR. CMAR FIRM SHALL ALSO DISCLOSE ANY CLOSE PERSONAL OR FAMILIAL CONNECTIONS WITH CARSON CITY AND/OR DESIGNER/ARCHITECT. CMAR FIRM SHALL INCLUDE NARRATIVE ON RELEVANT EXPERIENCE AND BENEFIT TO PROJECT.

When viewed from a distance, a project like renovation, or even new build of a fire station might seem relatively simple and straightforward. Our team is ranked as the 2nd-Largest Public Safety Builder in the U.S., having built more than 130 fire projects and we will be the first to tell you, they are not simple. Very few industries have evolved at higher pace than the fire sector. As we gain a more sophisticated understanding of the physical, medical, and psychological stresses our brave fire fighters face day-to-day, we also gain a deeper understanding of the role their environment can play in helping to ease those stresses. With the proper facilities, fire fighters can establish a work-life balance more conducive to their long-term health, safety, and

motivation to put on their gear day after day, and go out to protect our community. Construction plays a small role in that, but to this degree that we can at least contribute to your crews' well-being. Our experience has provided us with incomparable lessons learned and knowledge as to how we can contribute to the long-term well being of your crews.

CORE launched a program in 2017 called Clean Public Safety Building (CleanPSB) to help fight against the occupational hazards that First Responders face by developing and implementing best practices for Public Safety Facilities to ensure they are designed and constructed to be as clean and safe as possible. CleanPSB is now a company standard nationwide.



We have a deep understanding of the materials and methodologies that can lead to finished facilities that are intentionally designed and built to promote the long-term well being of your personnel. We provide essential information and leadership that will guide your projects toward achieving this outcome, and will leave no stone unturned in an effort to maximize these end user-friendly features and methods while remaining fully aligned with the Carson City's budgetary and scheduling constraints.



tsk

- LEADERSHIP
- PRECONSTRUCTION
- OPERATIONS



5.4.4 CMAR PROJECT EXPERIENCE Exhibit A

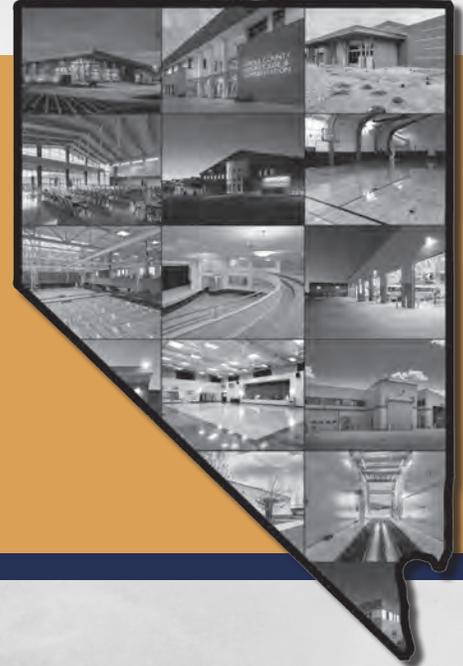
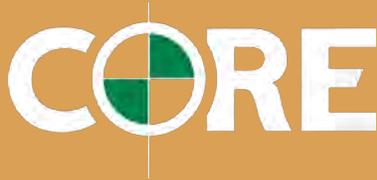


INCLUDE PROJECT NAME; PROJECT DESCRIPTION; CLIENT REFERENCES OF THOSE WHO HAVE KNOWLEDGE OF THE BACKGROUND, CHARACTER, AND TECHNICAL COMPETENCE OF THE CMAR FIRM AND/OR KEY PERSONNEL (INCLUDING THE REFERENCE'S NAME, ADDRESS, EMAIL, AND TELEPHONE NUMBER); PROJECT COMPLETION DATE; PROJECT BUDGET; TYPE OF SERVICES PROVIDED BY CMAR FIRM AND/OR KEY PERSONNEL; AND OTHER PERTINENT INFORMATION FOR UP TO 5 PROJECTS.

Please refer below and to the following pages for CORE's selected CMAR project experience.

**We are the most experienced
CMAR in Nevada.**

+120 CMAR Projects Completed



1

CARSON CITY SCHOOL DISTRICT EAGLE VALLEY MIDDLE SCHOOL ADDITION

The Eagle Valley Middle School Addition project is currently in construction for Carson City School District and includes a 22,248-square-foot addition to the existing 101,000-square-foot middle school campus. Scope consists of adding 10 general classrooms, administrative offices, and a STEM lab. The project also includes additional parking to alleviate traffic congestion and a substantial amount of sitework to integrate the addition into the sloped topography.

COMPLETION DATE: Anticipated completion is July 2022

BUDGET: \$12M

SERVICES PROVIDED: CMAR

CLIENT CONTACT:

Mark Korinek, Director of Operations

P: (775) 283-2181

E: mkorinek@carson.k12.nv.us

5.4.4 CMAR PROJECT EXPERIENCE Exhibit A

2



LANDER COUNTY HOSPITAL DISTRICT BATTLE MOUNTAIN GENERAL HOSPITAL COMMUNITY SERVICES CENTER

The Battle Mountain General Hospital Community Services Center project, built for Lander County Hospital District, included the new construction of a 14,992-square-foot medical clinic and first responder hub located in Battle Mountain, NV. The facility houses exam rooms, administrative offices, break rooms, four bed dormitory, and an ambulance bay. Construction of the clinic consisted of a concrete slab-on-grade and footings foundation, a wood and concrete masonry unit structural frame, an exterior of stucco, masonry veneer, and metal panels, and a standing seam roof. The project also featured an asphalt parking lot, concrete helipad, and landscaping.

COMPLETION DATE: August 2015

BUDGET: \$5.3M

SERVICES PROVIDED: CMAR

CLIENT CONTACT:

Dan Itza, Director of Facilities

P: (775) 374-0351

E: ditza@bmgh.org

3



STATE PUBLIC WORKS DIVISION NATIONAL GUARD READINESS CENTER

The National Guard Readiness Center, built for the State Public Works Division and Nevada Army National Guard, included the construction of a new 71,000-square-foot, two-story training center located in Las Vegas, NV. This structure is classified as a mixed use facility including assembly and business and storage occupancies, all of which was Type IIB construction. The primary structure was built using concrete slab-on-grade and slab-on-deck with a combination of concrete masonry and steel post/beam vertical assemblies. Major site amenities include a secured entry point and site perimeter, access roads, personal vehicle parking, military/heavy equipment storage, and a

2,800-square-foot enclosed metal building. Provisions for future geothermal and photovoltaic incorporation were included.

COMPLETION DATE: June 2020

BUDGET: \$32.1M

SERVICES PROVIDED: CMAR

CLIENT CONTACT:

Kirsten Nalley, SPWD Project Manager

P: (702) 486-4564

E: knalley@admin.nv.gov



5.4.4 CMAR PROJECT EXPERIENCE Exhibit A



4



STATE PUBLIC WORKS DIVISION WASHOE COUNTY TRAINING CENTER (NEVADA ARMY NATIONAL GUARD)

The Washoe County Training Center project, currently being built for the State Public Works Division, includes a 55,000-square-foot addition to the existing Washoe County Training Center Building at the Harry Reid Training Center in Reno, NV. Construction will include alterations to the existing training center, all utility services, information systems, fire detection and alarm systems, and site improvements including roads, walks, curbs, gutters, storm drainage, and parking areas. The facility is being designed in accordance with the Department of Defense's (DoD's) Unified Facilities Code including energy efficiencies, building envelope, and integrated building systems performance. Access for individuals with

disabilities will be provided and antiterrorism measures in accordance with the DoD Minimum Antiterrorism for building standards will be provided.

COMPLETION DATE: Anticipated Completion is July 2024

BUDGET: \$34.2M

SERVICES PROVIDED: CMAR

CLIENT CONTACT:

Kirsten Nalley, SPWD Project Manager

P: (702) 486-4564

E: knalley@admin.nv.gov



5



STATE PUBLIC WORKS DIVISION SOUTH RENO DMV

The South Reno DMV project, built for the State Public Works Division, included the new construction of a 54,111-square-foot Department of Motor Vehicles facility in South Reno. The facility functions as a customer service center for the Department of Motor Vehicles and supports approximately 136 public service employees. The municipal transportation complex was constructed on a spread and continuous footings foundation with a concrete masonry unit (CMU) block and structural steel frame. A CMU exterior covered by metal panel siding and glass, and a single-ply roof completed the construction. This facility provides the Reno community with a new commercial driver's license office and testing center, a

motorcycle testing area, an inspection station and an emissions lab.

COMPLETION DATE: October 2020

BUDGET: \$38.2M

SERVICES PROVIDED: CMAR

CLIENT CONTACT:

Kent LeFevre, SPWD Project Manager

P: (702) 486-4570

E: kalefevre@admin.nv.gov

5.4.5 SIMILAR PROJECT EXPERIENCE Exhibit A



INCLUDE PROJECT NAME; PROJECT DESCRIPTION; CLIENT REFERENCES OF THOSE WHO HAVE KNOWLEDGE OF THE BACKGROUND, CHARACTER AND TECHNICAL COMPETENCE OF THE CMAR FIRM AND/OR KEY PERSONNEL (INCLUDING REFERENCE'S NAME, ADDRESS, EMAIL, AND TELEPHONE NUMBER); PROJECT COMPLETION DATE; PROJECT BUDGET; TYPE OF SERVICES PROVIDED BY CMAR FIRM AND/OR KEY PERSONNEL; AND OTHER PERTINENT INFORMATION FOR UP TO 5 PROJECTS OF SIMILAR SIZE AND SCOPE, BOTH PUBLIC AND PRIVATE, INCLUDING AN EXPLANATION OF THE EXPERIENCE THE APPLICANT HAS IN ASSISTING IN THE DESIGN OF SUCH PROJECTS.

CORE is the most experienced CMAR in the state of Nevada. We have completed over 120 CMAR projects for more than 25 Public Sector Clients and will bring many lessons learned to your project. Having CORE as part of the team during the Design Phase brings our experience and expertise to Carson City and the TSK Team. We understand that we are not the decision makers during the Design Phase, but are rather providers of information, various options to consider, and a builder's perspective, which allows Carson City and TSK to make much more informed decisions than under a traditional Design-Bid-Build model. We have a motto that our pre-construction services are aimed at "providing leadership and professional services toward Best Value". Achieving Best Value means finding positive solutions that guide the project to an ideal balance of cost, schedule and quality. The very conceptual nature of the current design status and how it ties in to serve the purpose of Carson City creates a tremendous opportunity for the team to collaboratively determine the Best Value for this project. The earlier these discussions are had, the more opportunity the team has to positively influence the project.

108 Fire Station

The Fire Station 108 project, built for the City of Las Vegas, included the new construction of a 7,640-square-foot fire station located in Las Vegas, NV. The two-bay drive-through station houses an engine company and rescue unit for Las Vegas Fire and Rescue. The project also features a full kitchen, fitness gym, day room, and dorm facilities in addition to LED lighting with sensing technology, full generator back up, and data/communications infrastructure. The fire station was constructed using a spread footing foundation, insulated concrete foam and steel joist structural frame, an exterior insulation and finish system with stone veneer, and a single-ply standing seam and membrane roof. It was awarded the Outstanding Service Award by Las Vegas Fire and Rescue and the Best Light Commercial Award from ICF Builder. This project achieved LEED Gold Certification from the U.S. Green Building Council for sustainability and energy efficiency. Due to CORE's construction efficiency, the Fire Station 108 project finished early and under budget.

COMPLETION: August 2014
BUDGET: \$4.9M
SERVICES PROVIDED: CMAR
CONTACT: Louis Baker III, Construction Project Administrator | Las Vegas Fire & Rescue
P: (702) 229-0353
E: lbaker@lasvegasnevada.gov



5.4.5 SIMILAR PROJECT EXPERIENCE

Exhibit A

91 Fire Station

The City of Henderson Fire Station 91 project, included the new construction of a 10,998-square-foot fire station located in Henderson, NV. The facility houses three apparatus bays and a training room. The project also features seven dorm rooms, administrative offices, a kitchen, and rehab day room. The fire station was constructed on a slab-on-grade concrete foundation, a concrete masonry unit and steel structural frame, an exterior of metal wall panels, and thermoplastic polyolefin roof. This project achieved LEED Gold Certification from the U.S. Green Building Council for energy efficiency and sustainable features. Henderson Fire Station 91 now increases the level of fire protection and safety to the communities of Inspirada and Medeira Canyon.

COMPLETION: November 2017

BUDGET: \$6.1M

SERVICES PROVIDED: CMAR

CONTACT: Troy Westover, Facilities Manager | City of Henderson

P: (702) 267-3290

E: troy.westover@cityofhenderson.com



85 Fire Station

The City of Henderson Fire Station 85 project, included the construction of a new 11,946-square-foot fire station in place of an existing dog park, and the relocation and new construction of a two-acre dog park adjacent to Hidden Falls Park in Henderson, NV. The fire station was constructed on a cast-in-place concrete foundation with masonry walls, and steel joists with metal decking. The facility features a refueling station, spacious dorms, and storage for off-highway vehicles that support rescue efforts for the harder to reach and less populated areas of Henderson. Exposed masonry and metal panels with membrane roofing completed the construction. Landscaping included selections that complemented the surrounding desert vegetation and mountains. The project received both LEED Gold and Greenview Global Certifications from the U.S. Green Building Council upon its completion for its energy efficient design and inclusion of photovoltaic panels.

COMPLETION: June 2020

BUDGET: \$9.8M

SERVICES PROVIDED: CMAR

CONTACT: Troy Westover, Facilities Manager | City of Henderson

P: (702) 267-3290

E: troy.westover@cityofhenderson.com



5.4.5 SIMILAR PROJECT EXPERIENCE

Exhibit A

3 Fire Station

Fire Station 3 included the demolition and replacement of an existing 14,803-square-foot fire station in Las Vegas, Nevada. New construction consisted of four drive-through bays, 16 dorm rooms, command center offices, a commercial grade kitchen, multimedia training room and exercise room. This is a specialty station which houses the City of Las Vegas' Rescue, Engine, Hazardous Materials (Hazmat), Chemical Biological Radiological Nuclear and Explosive (CBRNE) and Air Resource Units. Unique features of the station include a restored "hose art" sculpture, a mosaic tile art mural, large format graphics on walls, a custom large format hand-painted mural of Las Vegas Fire and Rescue's history across the overhead doors and an apparatus bay doubling as an assembly area for formal presentation/training space. The assembly area includes a 12-foot drop screen, 8,000-lumen LED projector, loud speakers and wireless microphones. The building was constructed using concrete masonry units (CMU), insulated concrete forms (ICF), and structural steel members. This facility achieved LEED Silver Certification from the U.S. Green Building Council and was delivered to the City of Las Vegas both on time and under budget.

COMPLETION: November 2019

BUDGET: \$9.3M

SERVICES PROVIDED: CMAR

CONTACT: Louis Baker III, Construction Project Administrator | Las Vegas Fire & Rescue

P: (702) 229-0353

E: lbaker@lasvegasnevada.gov



33 Fire Station

The Fire Station 33 project, built for Truckee Meadows Fire & Rescue, included the new construction of a 10,662-square-foot fire station located in Reno, NV. The facility houses three double-deep apparatus bays, two offices, and dormitories for five firefighters. The project also features a kitchen, dining room, and fitness center. The fire station was constructed on a concrete slab-on-grade foundation with a concrete masonry unit (CMU) block structural frame, a metal siding and CMU exterior, and a membrane and metal roof.

COMPLETION: May 2018

BUDGET: \$5.4M

SERVICES PROVIDED: CMAR

CONTACT: Bill Wardell, Project Manager | Washoe County

P: (775) 750-7325

E: wwardell@washoecounty.us

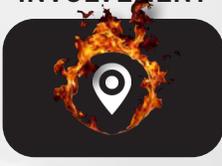


5.4.6 PROJECT IMPLEMENTATION Exhibit A

DESCRIBE YOUR APPROACH TO PERFORMING PRE-CONSTRUCTION SERVICES.

As your CMAR, CORE will strive to provide the industry's very best Professional Services. Our saying, "The Client Decides", is the foundation of our approach to pre-construction services, where we continually look for ways to leverage our expertise in various aspects of construction to help provide our Clients and Building Partners with services above and beyond those of our competitors.

Professional Services

 LEED	 TRADE PARTNER INVOLVEMENT	 BIDABILITY/ CONSTRUCTABILITY	 QUALITY	 VIRTUAL CONSTRUCTION
 SCHEDULE	 LOCAL AGENCIES	 SAFETY	 ACCURATE COST ESTIMATES	 MARKET ACUITY
 LESSONS LEARNED	 INVESTIGATIONS	 OPTIONS STUDIES	 RISK MANAGEMENT	 COLLABORATIVE DOCUMENT REVIEW

PROVIDING LEADERSHIP AND PROFESSIONAL SERVICES TOWARD BEST VALUE:

Achieving Best Value means finding positive solutions that guide the project to an ideal balance of cost, schedule and quality. The conceptual nature of the current design status creates a tremendous opportunity for the team to collaboratively determine the Best Value for this project. The earlier these discussions are held, the more opportunity the team has to positively influence the project. CORE has the resources and expertise to accurately develop various options studies and cost estimates to allow the team to make informed decisions.

In the early stages of design, it is critical to maintain a high level of detail in our estimate, even when the design is in flux. We engage our seasoned team and leverage all our available tools, such as On-Screen Takeoff and Virtual Mock-Ups to account for structure siting options and specific building systems long before they are detailed on the plans. The specific process that CORE uses to manage project costs throughout the Design Phase is called the Living Estimate. CORE's priority is to work in continuous collaboration with Carson City and TSK as the development progresses to provide real-time cost data throughout the entire process. As the level of detail increases, the amount of risk and assumptions put into the estimate decreases. The Living Estimate helps us avoid cost surprises and unnecessary adjustments in the later Design Phases.

Utilizing our diverse team of committed construction servant leaders, CORE has differentiated ourselves through our unmatched commitment to how we deliver pre-construction professional services, including estimating/cost control, schedule development, options studies analysis, constructability/biddability reviews, quality control planning, market analysis, safety planning, virtual construction, and many others. Our objective is to capitalize on this very valuable pre-construction period to maximize value and mitigate risk out of the project for all stakeholders.

DESCRIBE YOUR EXPERIENCE WITH COLLABORATION MEETINGS AND YOUR DEFINITION OF COLLABORATION.

Over the past 10 years, CORE has made an intentional business decision to only pursue projects delivered under a Qualification Based Selection delivery method (CMAR and Design-Build). Accordingly, we have developed our team of employees founded on

5.4.6 PROJECT IMPLEMENTATION ^{Exhibit A}

a servant leadership mentality with the aforementioned motto, "The Client Decides" at the forefront of every project decision. The true value of the CMAR delivery method is the level of collaboration and transparency it brings to the team with the Owner, Design Team, and CMAR all having a seat at the table. Each one of these stakeholders brings tremendous value to the project individually, but the vision, wisdom and experience of each stakeholder cannot be capitalized without integrating everything together into one collective process. Our team will support Carson City's vision and TSK's design process by providing reliable information specific to cost, schedule and quality allowing the project team to make informed decisions together for the betterment of the project.



DESCRIBE YOUR EXPERIENCE IN PERFORMING VALUE ENGINEERING TO KEEP PROJECTS WITHIN PREDETERMINED BUDGETS

Value Engineering often has a negative connotation associated with it, as it is usually a reactive process to bring previously completed design elements back in line with the project budget. At CORE, we prefer a more proactive approach through our Living Estimate process where we provide valuable information relating to initial cost, life cycle cost, durability, pro's/con's, etc. to the Owner and Design Team early on, so the initial design elements are implemented in alignment with the available budget. We consistently analyze the design with this alignment in mind and notify the team immediately if we see anything that is cause for concern. In the event that a design element does need to be refined (or Value Engineered), our approach is to first look for alternate products or equipment that meet the performance and design intent but at a lesser cost. Reducing program, square footage, or design elements is only considered as a last resort.



DESCRIBE EXPERIENCE WITH FACILITATION OF PUBLIC OUTREACH

CORE takes a very involved approach to public outreach before and during construction. Helping our public agencies manage the public perception of their project takes creative planning and intentional effort. This perception includes a variety of factors, such as communicating how taxpayer funds are spent, engaging with local Trade Partners (subcontractors, suppliers and vendors) to propose and/or work on the project, engaging the general public during the process of construction, and others.

SUCCESS STORY:

In 2014, CORE and TSK Architects partnered together to construct the Douglas County Community and Senior Center. In Douglas County, a significant portion of the fiscally conservative citizens were opposed to a project built with taxpayer funds. In an effort to reach out to the community and support the local economy, CORE visited every single licensed Trade Partner in Douglas County to inform them about the project and encourage them to bid their trade scope of work. Providing this outreach resulted in several Douglas County contractors successfully working on the project.

In addition, we partnered with Douglas County during the course of construction to host weekly project tours and BBQ's with six to ten members from the community. During the tours, Scott Morgan from Douglas County would inform the guests about the function of the facility and how it would impact everyone from kids to senior citizens. These efforts swayed the opinion of many Douglas County citizens, and if you visit the Center today, you will find its parking lot full and the building bustling with activity. This is one example of CORE's commitment to public outreach that we endeavor to provide on every single project. More public outreach success stories can be provided upon request.



SCAN ME

*Douglas County Community
and Senior Center*

CORE | tsk



5.4.6 PROJECT IMPLEMENTATION Exhibit A

12-STEP TRADE PARTNER OUTREACH

- 1. RESEARCH**
Identify viable, qualified Trade Partners in each trade scope of work.
- 2. OUTREACH**
Reach out to identified Trade Partners and determine interest.
- 3. ADVERTISE**
Publicly advertise in multiple local and regional outlets.
- 4. EDUCATE**
Host a Trade Partner Fair to educate interested Trade Partners on CMAR and project specific details.
- 5. PREQUALIFY**
Begin prequalification process for final list of interested Trade Partners.
- 6. SOLICIT**
Issue request for proposals to all 1% trades and invitation to bid to all others.
- 7. REVIEW**
Host a preproposal meeting to review bid documents.
- 8. REQUEST**
Set a deadline for information requests.
- 9. CLARIFY**
Issue final addendum/clarification.
- 10. BID DAY**
Collect sealed RFP bids and ITB bids for opening with Carson City.
- 11. DESCOPE**
Review proposals and interview Trade Partners to determine Best Value.
- 12. GMP**
Submit GMP proposal to Carson City for review and approval by the board.

DESCRIBE HOW YOU WOULD TYPICALLY INVOLVE SUBCONTRACTORS IN THE PRE-CONSTRUCTION PROCESS AND OBTAIN SUBCONTRACTOR BIDS IN A CMAR PROCESS.

During pre-construction, we utilize our trusted and long-standing relationships with our Trade Partners to gain significant valuable insight and market data relative to their respective fields. These firms are experts in their trade, and not utilizing this valuable knowledge would lessen the value of the pre-construction process. Some, but not all, of the value these Trade Partners bring to the pre-construction process is as follows:

SUBJECT	TRADE PARTNER VALUE ADDED
QUALITY	*Confirmation that project details are both clearly constructible and biddable. *Identification and mitigation of existing conditions through physical investigations. *Input on material selection relative to maintenance, value engineered solutions, etc. *Input on RFP Scope of Work narratives to ensure proper coverage and responsible bidding practices.
SAFETY	*Develop ownership and buy-in of CORE safety practices and expectations.
SCHEDULE	*Validation of construction activity schedule durations and sequencing. *Validation of material lead times.
COST	*Validation of construction cost estimates. *Input on Value Engineering and Options Studies analysis.

Our first step in the prequalification and procurement process is to reach out to the community to inform all qualified Trade Partners about your project. We execute this education effort through events we call "Trade Partner Fairs", where we host a lunch-and-learn with as many Trade Partners as possible. Our team conducts a thorough review of the project details (scope of work, budget, schedule, etc.), and bidding procedures (prequalification through contract issuance). These events accomplish two things: They educate the bidders on the project and process thereby improving the QUALITY of bids received, and they help garner interest in the project thereby improving the QUANTITY of bids received. Competition in the Trade Partner market, which makes up approximately 85% of the cost of the project, drives down cost and maximizes value.

CORE has successfully constructed nearly 150 projects under the CMAR delivery method, and we understand the NRS 338 subcontractor prequalification and procurement requirements inside and out. From advertising for prequalification through final GMP approval, complying with the statutory process will be strictly adhered to. CORE has developed a 12-step process to ensure that this process is fair, transparent and precise, outlined on the left.

The RFP indicates that Carson City is considering breaking the project into multiple phases which is something CORE has done on several recent projects. Accelerating the overall project schedule through an early site/civil package and/or early material procurement has become commonplace in this volatile market. Specific recent CORE projects with early site package or material procurement GMP's include WCSO O'Brien Middle School, City of Reno Moana Pool, LCSD Fernley High School Gym, and the Stateline Events Center. These early Trade Partner procurement scopes of work are defined in the initial stages of Schematic Design to ensure that the design documents are clearly coordinated to define the scope of work. This coordination is necessary to ensure that no scope gap or overlap exists between the document sets.

Lastly, fire station projects involve several technical and complex scopes of work which will require Trade Partner input during pre-construction to ensure that the documents are appropriately coordinated. Some of these unique elements include the engine exhaust system and alerting systems and integration. Together with TSK and Carson City, we will invite the input from these specialized Trade Partners throughout the process to develop a clear and concise scope of work and documents that are biddable and constructible.

5.4.6 PROJECT IMPLEMENTATION Exhibit A



DESCRIBE YOUR APPROACH TO PERFORMING CONSTRUCTION ADMINISTRATION/CONSTRUCTION MANAGEMENT.

OPERATIONAL EXCELLENCE:

At CORE, Operational Excellence is the standard to which every project is held and is key to our success of managing every project. Operational Excellence represents leadership and teamwork focused on the goals of the project and the processes required to achieve these goals. We believe tracking of these results can be assessed and managed under six main factors and their respective goals. By meeting each aspect goal through construction management best practices, CORE achieves Operational Excellence, enabling us to provide Best Value for our Clients.

As a national firm, CORE is at the leading edge of construction technology and software in the market. We are always striving to raise the bar in the level of resources and service we can offer our Clients. Some of the tools we utilize to support our construction administration and construction management processes include:

PROCORE	Document control including Submittals, RFI's, As-Built Drawings, Daily Reports, Progress Photos, Drawing Logs, Meeting Minutes, etc.
MS PROJECT	Project Scheduling
BLUEBEAM	Quantity Takeoff, Drawing Annotation, Constructability Reviews, etc.
VIEWPOINT	Project Cost Management Including Committed Costs (Contract's & PO's), Cost Forecasting, Owner Billings, etc.
LCP TRACKER	Prevailing Wage Management
TEXTURA	Trade Partner Payment Management
BIM 360	Building Information Modeling, Clash Detection, MEP Coordination



DESCRIBE YOUR APPROACH TO CONTROLLING THE PROJECT CONSTRUCTION BUDGET AND SCHEDULE.

BUDGET CONTROL:

Once the final GMP has been established, CORE uses Viewpoint construction accounting and project management software to manage the project costs. The GMP is broken down to a comprehensive and detailed level of project contract items and estimate cost/phase codes with associated committed costs (Subcontracts and Purchase Orders). This software allows us to accurately track current costs and forecast anticipated costs at completion. Because all project costs and contract items are fully integrated in Viewpoint, the CORE team can quickly access and print detailed reports to use in-house or present to the Owner for review. Our philosophy is to strictly manage costs by holding ourselves and our Building Partners accountable to the GMP and our contractual obligations. We have been successful at earning the trust of our Clients by being transparent with project costs and fostering an "open book" culture with our Clients.

MITIGATING BUDGET AND MATERIALS CHALLENGES:

The greatest challenges the construction industry is facing at present, and for the Carson City Fire Station with Shared Facilities for Emergency Operations Project, is material procurement, supply chain logistics, and cost escalation. As part of our pre-construction services, it is our responsibility to not only provide you with accurate cost estimates, options studies, etc. but also to protect your budget by clearly understanding every dollar, staying ahead of, and researching any outside influence, procurement and material market conditions that may affect budget outcomes. Whether it be material availability, shortages, supply-chain facets, foreign, political, geographical influences, or environmental factors, we are constantly analyzing the market.

SCHEDULE CONTROL:

The CORE team understands the importance of communication during design and construction as it relates to the overall schedule. The project schedule is the road map that is utilized to plan the sequence of work, and is also a valuable communication tool used to inform internal and external stakeholders of the construction progress.

CORE takes a collaborative approach to project scheduling and will begin by gathering input from the Owner and peripheral stakeholders for the various potential impacts to the community and surrounding properties. This could include events that may need to be planned around, phasing work including logistical impacts to pedestrian and vehicle traffic, planning requirements for utility shutdowns, logistical constraints for project deliveries or working hours, and many others. These peripheral impacts will be built into the project schedule in detail so that the schedule can be used to communicate when, where and why certain activities will be taking place. If necessary, scheduled activities that may impact the surrounding community will be shifted or worked during off hours to avoid or minimize any disruption. When it comes to communicating these impacts to the various stakeholders, CORE will communicate clearly and often

5.4.6 PROJECT IMPLEMENTATION Exhibit A

through direct meetings, project update newsletters that are distributed to the community, or other creative ways to keep the community informed. We understand that construction activities are impactful and inconvenient at times, and the CORE team is committed to being respectful and a cooperative member of the community.

The project baseline schedule is developed using the most advanced version of Microsoft Project. Getting this baseline schedule approved within 60 days of construction commencement is crucial to ensuring that milestone dates are defined early in the project.

The baseline schedule is updated weekly at a minimum during construction, and the project schedule is a recurring topic at the weekly OAC meetings to keep all parties informed of progress. As a public sector builder, CORE understands how important contractual completion dates are, and we are proud to say that we have not missed one yet.



DESCRIBE YOUR APPROACH TO PERFORMING QUALITY ASSURANCE/QUALITY CONTROL DURING CONSTRUCTION.

CORE's QA/QC approach is all inclusive beginning in pre-construction and spanning through project warranty. During construction our Project Manager and Superintendent hold individual pre-contract review meetings with each Trade Partner to confirm material specifications, scope of work coverage, staffing and schedule requirements, and various other factors. These discussions lead into the submittal process where detailed product and shop drawing information is provided to the CORE team for preliminary review. Our team provides a thorough review of these submittal documents prior to passing them along to the Owner and Architect for review, comment, and approval. The submittal information for the entire project is tracked using Procore to ensure that materials and equipment are procured in a timely manner and to avoid any schedule delays.

Prior to work commencing, we will work with Carson City and TSK to design a mock-up that captures all elements of the project that require inspection or further approval such as enclosure detailing (flashings, intersections of dissimilar materials, etc.) material finishes and colors, etc. These mock-ups are constructed in the exact fashion that the building will be constructed to mimic the as-built conditions as accurately as possible. The mock-ups for your project will be reviewed and adjusted by Carson City, TSK and CORE as necessary to ensure that expectations are established and agreed upon by all.

When work begins to be put in place, CORE's Project Manager and Superintendent will validate the installed materials with the approved submittal packages and monitor the work in place on a daily basis. Any quality deficiencies observed will be documented and logged in Procore to ensure that they are resolved timely and sufficiently.

In addition to these ongoing efforts, CORE employs a dedicated MEP QA/QC manager to supervise and oversee the installation of the complex mechanical, electrical and plumbing building systems. While most General Contractors lack the in house resources necessary to effectively QA/QC these intricate systems, our QA/QC manager, Paul Salisbury has spent over 30 years in this field and can effectively communicate with the Engineers and Trade Partners to ensure a high quality end product.

Whether it is a piece of pipe buried underground or the last bit of paint touch up on the project, CORE believes every material installed on our project deserves an equal level of care and attention.



DESCRIBE YOUR APPROACH TO ADMINISTERING A SAFETY PROGRAM.

Please refer to section 5.4.8 in the appendix for our approach to administering safety programs.



DESCRIBE YOUR APPROACH TO ACHIEVING PROJECT CLOSE-OUT (COMMISSIONING, PUNCH-LIST, AND WARRANTY WORK).

CLOSE OUT:

Our goal is to complete close out within 30 days of final completion. CORE will conduct a kick-off meeting with Carson City to discuss our approach to complete close out. This meeting will give the Carson City Fire Department an opportunity to implement any specific Owner requirements and discuss expectations. All project schedules carry a milestone activity to trigger the start of close out 90 days from completion.

Close out documents will be produced and tracked in real-time with our project management program, Procore, and will be readily accessible to Carson City staff to monitor the progress. Our Project Manager, Taylor Laack, will be accountable for managing this process. Hard copies of project records will be maintained at the project jobsite office. As-built drawings will be regularly updated by our Operations Team as construction progresses. Copies of product data and material sample submittals will be kept at the jobsite for daily review. Hard copy record files will be submitted in accordance with specifications as a part of the close out manual. A final meeting with

5.4.6 PROJECT IMPLEMENTATION ^{Exhibit A}

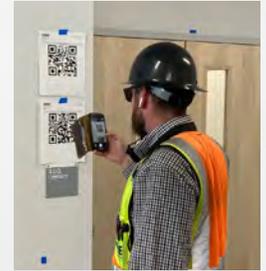
Carson City staff will be scheduled to verify that all close out documents have been collected and are accurate. Upon approval, Carson City will sign off and the Fire Station with Shared Facilities for Emergency Operations Project will officially close out.

PRELIMINARY PUNCH LIST INSPECTION AND CORRECTIONS:

Prior to requesting Substantial Completion for any portion of the project, CORE will perform a preliminary inspection of all areas and will create and complete a Preliminary Punch List. Our Punch List is created using one of the close out features in our Procore software, QR Code Punch List tracking. This system app on our team's smart phone or iPad, allows us to photo log unfinished and/or corrective issues at every room/area/location within the building and then instantly notifies our responsible Trade Partners requiring their immediate attention to satisfactorily complete the work.

FINAL PUNCH LIST INSPECTION AND CORRECTIONS:

Following the completion of the Preliminary Punch List inspection and completion of its corrections, all parties (representatives from Carson City and TSK) will formally review the project (or portions thereof) and develop a Final Punch List of items using the same Procore QR Code program (as shown on the right). Trade Partners will be notified again in real-time via Procore of any remaining deficiencies and will be required to update through the QR tracking log that the correction has been completed. All work for the documents must be completed within 14 days of notification. Following the completion of all deficiencies documented by the Final Punch List, Carson City and TSK will be notified that the work is ready for its final inspection.



EARLY COMPLETION OF PROJECT CLOSEOUT DOCUMENTS:

CORE is committed to developing and delivering to Carson City a complete set of approved Operation and Maintenance manuals, draft warranties, and spare parts at least one month prior to Substantial Completion. This will allow for the documents to be used in all system demonstrations and instruction sessions with facility staff. Final warranties will be collected from each Trade Partner at Substantial Completion.

SYSTEMS DEMONSTRATIONS:

We understand that knowledge is key to a successful operation. In addition to providing comprehensive Operation and Maintenance manuals, CORE will conduct fundamental training and demonstration sessions for all required systems. Further, as part of our close out services, we will conduct training sessions on all features of the Carson City Fire Station with Shared Facilities for Emergency Operations Project to educate the end users on operations as well as maintenance concerns.

WARRANTY WORK:

CORE has the resources of a full-time, customer service-based Warranty Department to provide the highest level of service. Our online warranty system was developed by the CORE team to meet the needs of our Clients. Carson City staff will be provided a login and password at close out so they can then submit tickets as needed and track the progress of each claim. As soon as a warranty ticket is submitted, an email is sent to both our Warranty Manager and Customer Service Technician. Trade Partners are notified in writing and/or emailed of any deficiencies and are required to provide our Warranty Department with the written notice the correction has been recognized and completed. All work must be completed within seven (7) days of notification, or sooner depending on the nature of the call. During this process, Carson City will have continuous access to review the status of the correction. Even when warranty periods come to a close, CORE never turns our backs to our Clients.



DISCUSS YOUR APPROACH TO CHANGE MITIGATION WITH SUBCONTRACTORS.

100% of CORE's projects are Qualification Based Selection (QBS) where we deliver a Guaranteed Maximum Price proposal to our Clients. We do not pursue hard bid projects where the contractual price on bid day is based on the "plans and specs" but is then modified throughout construction via change orders. When we issue a GMP, it is just that...guaranteed. This is a philosophy and business model that we have gone "all in" on, and our team is fully committed to the CMAR partnership and team model of delivering construction services to our Clients.

Accordingly, all of the subcontractors we work with have a clear understanding of this culture and know that their proposal on bid day needs to account for the minor issues that are inherent in all construction plans and specs. Just as CORE is held "at risk" to deliver the project with no change orders, we pass along this sense of accountability to our building partners. The majority of the Trade Partners we work with have a clear understanding of this level of responsibility, and we see relatively few change order requests from them. That being said, the Trade Partner bidding market is still based on award to the lowest responsible bidder more often than not. If a subcontractor cannot reasonably anticipate a particular scope of work detail or oversight on the documents, we will consider their proposal and grant

5.4.6 PROJECT IMPLEMENTATION ^{Exhibit A}

them a change order where appropriate. Our job as the CMAR is to intercept these minor issues on behalf of the Owner and only present what we believe are fair and equitable change order requests which are usually funded by the CMAR contingency.

The process from an operational standpoint is as follows:

- CORE first verifies if the Trade Partner's scope of work has in fact changed by comparing the respective documents.
- If we agree that the subcontractor's scope has changed, we then verify the quantity of changed scope by comparing the revised document to the current documents. We also compare labor rates and material costs to current industry standards.
- CORE then evaluates the appropriate funding source. The funding source depends on the origin of the issue.
- If the subcontractor's scope has changed due to a clarification, but the intent of that scope is contained within the GMP, CORE would recommend that the CMAR contingency fund the issue.
- If the Trade Partner's scope has changed due to a proposal request issued by the Client, then a change order to the prime contract is prepared in accordance with the prime contract.



DISCUSS YOUR APPROACH TO CHANGE MITIGATION PERTAINING TO THE GMP CONTRACT FOR ADDITIONAL TIME, COST, AND GENERAL CONDITIONS.

Under the CMAR delivery model, a legitimate change order that impacts the GMP contract value or time is limited to a tangible change in the scope of work that could not be reasonably anticipated by the CMAR and substantially deviates from the directive illustrated in the bid documents or impacts the overall schedule duration. Potential examples are as follows:

- Added or deducted square footage to the building.
- Change in specification to previously agreed upon building finishes, systems or components.
- Directive to accelerate or prolong the construction duration / schedule.
- Unanticipated impacts from excessive weather events or acts of God (force majeure).
- Impacts related to unforeseen geotechnical conditions that are not represented in the soils report.
- Impacts related to unknown and undocumented existing underground utilities.
- Impacts directed by AHJ's (Authority Having Jurisdiction - Fire Department, Building Department, etc) that deviate from the construction documents and are discovered after the GMP is established.

The CMAR process drastically limits the risk exposure to the Owner for potential change orders and creates a collaborative environment for true team involvement. The CMAR Contingency is utilized to account for this risk exposure and is intended to cover the miscellaneous cost impacts that may arise during construction. CORE's philosophy is to maximize the value of the GMP. Oftentimes, the project team can agree to utilize the CMAR Contingency to fund Owner requested changes or additions to the project if it is apparent that the full balance of the Contingency fund will not be required to complete the project.



DISCUSS YOUR APPROACH TO MITIGATING ADVERSE WEATHER CONDITIONS AND THE POTENTIAL COSTS/ DELAYS THAT MIGHT ARISE DUE TO WEATHER.

CORE has constructed many high value public sector projects in northern Nevada, including several at high elevation in the Truckee and Lake Tahoe Basin region. While building in inclement weather conditions can be challenging, it can be effectively and efficiently managed through thoughtful pre-planning. Adverse weather condition mitigation considerations include:

- **MASTER SCHEDULE PLANNING:** Whenever possible, we look to coordinate overall project schedules so that earthwork, utilities, and foundation scopes begin in the springtime. This allows adequate time to erect the structure and get the envelope enclosed prior to winter months. This is the most cost and schedule efficient method of managing adverse weather.
- **TEMPORARY WEATHER PROVISIONS:** During pre-construction, CORE's Operations Team develops the Master Schedule and considers what type of temporary enclosure or other requirements will be necessary during the winter months. Reinforced visqueen at window openings, temporary roofs, temporary heat, permanent asphalt paving or temporary gravel at traffic areas, snow removal, etc. are some of the temporary weather provisions that are commonly implemented. The costs for these provisions are typically managed through an Allowance or Contingency fund that is agreed upon in advance and is transparently accounted for as it is utilized.
- **DEFINING WEATHER DAYS:** It is important for Carson City and CORE to have a mutual agreement and understanding of what defines a weather day where critical path activities cannot commence, and how many weather days should be included in the Master Schedule. These discussions are had during pre-construction so that the team is in alignment, thereby minimizing any potential for dispute during construction. Weather days are built into the Baseline Schedule and utilized on an as needed basis through the submission of a "Notice of Weather Day" with supporting backup.

APPENDIX

5.4.3 KEY PERSONNEL

APPENDIX

PROVIDE A RESUME FOR EACH KEY PERSON THAT WILL BE ASSIGNED TO THIS PROJECT. INCLUDE THEIR NAME AND TITLE, PROJECT ASSIGNMENT, TOTAL YEARS OF CONSTRUCTION EXPERIENCE, YEARS OF EXPERIENCE WITH CMAR, YEARS OF EXPERIENCE WITH THIS FIRM, EDUCATION INCLUDING DEGREE(S), YEAR AND DISCIPLINE, ACTIVE REGISTRATIONS AND LICENSES INCLUDING THE NUMBER AND STATE, QUALIFICATIONS, AND EXPERIENCE. DESCRIBE THE SPECIFIC ROLE PERFORMED ON EACH PROJECT LISTED IN THE RESUME, HIGHLIGHTING PROJECTS OF SIMILAR SIZE AND SCOPE WHERE THE PERSON'S ROLE WAS SIMILAR TO THEIR ROLE ON THIS PROJECT. AT A MINIMUM PROVIDE A RESUME, QUALIFICATIONS, AND EXPERIENCE FOR THE PROJECT MANAGER, SUPERINTENDENT, ESTIMATOR, AND SCHEDULE COORDINATOR. THE CITY EXPECTS, BUT WILL NOT NECESSARILY REQUIRE, THAT THE CMAR'S PRECONSTRUCTION PERSONAL WILL BE THE SAME DURING CONSTRUCTION, ESPECIALLY THE SUPERINTENDENT.

Please refer to the following pages for y(our) team's resumes.

+130
FIRE STATION
PROJECTS
COMPLETED



5.4.3 KEY PERSONNEL

APPENDIX

Exhibit A



Fire Station
Projects



SETH MAURER, LEED AP

President

As CORE's President, Seth will ensure Carson City receives the highest level of care for the Carson City Fire Station with Shared Facilities for Emergency Operations Project. Seth's passion is Client Trust. He has worked at CORE for 30 years, starting as a Field Laborer in high school. Seth cares deeply for CORE's name, reputation, and future growth. He understands the expectations of the CMAR delivery method and strives to make certain that all stakeholders receive the highest quality of service.

Project Experience

EDUCATION:

- College of Southern Nevada
A.A.S. Construction Management
(2008)

YEARS OF EXPERIENCE:

- Years with CORE: 30 (1992)
- Years of Experience: 30 (1992)
- Years of CMAR Experience: 15 (2007)

REGISTRATIONS/CERTIFICATIONS:

- United States Green Building
Council, LEED AP
- OSHA 30-Hour
- First Aid/CPR



SOUTH RENO DMV

CLIENT: State Public Works Division
VALUE: \$38.2M
SIZE: 54,111 SF
COMPLETED: October 2020
DELIVERY METHOD: CMAR
ROLE: President



FIRE STATION 3

CLIENT: City of Las Vegas
VALUE: \$9.3M
SIZE: 14,803 SF
COMPLETED: November 2019
DELIVERY METHOD: CMAR
ROLE: President



FIRE STATION 33

CLIENT: Truckee Meadows Fire & Rescue
VALUE: \$5.4M
SIZE: 10,662 SF
COMPLETED: May 2018
DELIVERY METHOD: CMAR
ROLE: President



5.4.3 KEY PERSONNEL

APPENDIX

Exhibit A



Carson City
Projects



TRAVIS COOMBS, DBIA, LEED AP BD+C

Vice President/Project Director

As Vice President of CORE and Project Director for your Carson City Fire Station with Shared Facilities for Emergency Operations project, Travis will assist the team throughout the duration of this project. He will be involved throughout pre-construction, Trade Partner procurement, GMP preparation, and construction whenever necessary. Travis is committed to serving local communities with the highest level of commitment, integrity, and professionalism. He will ensure your Carson City Fire Station with Shared Facilities for Emergency Operations project is delivered on-time, within budget, and with the best quality.

Project Experience



DOUGLAS COUNTY COMMUNITY AND SENIOR CENTER

CLIENT: Douglas County
VALUE: \$16.7M
SIZE: 83,225 SF
COMPLETED: December 2014
DELIVERY METHOD: Design-Build
ROLE: Project Director



BATTLE MOUNTAIN GENERAL HOSPITAL COMMUNITY SERVICES CENTER

CLIENT: Lander County Hospital District
VALUE: \$5.3M
SIZE: 14,992 SF
COMPLETED: August 2015
DELIVERY METHOD: CMAR
ROLE: Project Manager



EAGLE VALLEY MIDDLE SCHOOL ADDITION

CLIENT: Carson City School District
VALUE: \$12M
SIZE: 22,248 SF
COMPLETED: Projected July 2022
DELIVERY METHOD: CMAR
ROLE: Project Director

EDUCATION:

- University of Nevada, Reno
M.B.A. Construction Management (2006)
- California State University, Chico B.S.
Construction Management (2001)

YEARS OF EXPERIENCE:

- Years with CORE: 9 (2013)
- Years of Experience: 21 (2001)
- Years of CMAR Experience: 12 (2010)

REGISTRATIONS/CERTIFICATIONS:

- Design-Build Institute of America (DBIA)
- United States Green Building Council, LEED AP BD+C
- OSHA 30-Hour
- First Aid/CPR



5.4.3 KEY PERSONNEL

APPENDIX

Exhibit A



Fire Station
Projects



MICHAEL KELLER, CPE

Director of PreConstruction

As Director of PreConstruction, Michael has 20 years of experience with the ever-changing conditions of the pre-construction process. He will lead the team through Design Development, Value Engineering, Construction Document Review, and the establishment of the GMP while working closely to ensure that the finished plans match the expectations, budget, and schedule for your Carson City Fire Station with Shared Facilities for Emergency Operations Project. Michael will provide bidding strategies and risk analysis information to allow for quick decision making, and he will remain engaged throughout the project, ensuring a seamless transition from pre-construction to construction.

Project Experience



FIRE STATION 33

CLIENT: Truckee Meadows Fire & Rescue
VALUE: \$5.4M
SIZE: 10,662 SF
COMPLETED: May 2018
DELIVERY METHOD: CMAR
ROLE: Director of PreConstruction



FIRE STATION 85

CLIENT: City of Henderson
VALUE: \$9.8M
SIZE: 11,946 SF
COMPLETED: June 2020
DELIVERY METHOD: CMAR
ROLE: Director of PreConstruction



KETCHUM FIRE STATION 1

CLIENT: City of Ketchum
VALUE: \$9.3M
SIZE: 16,000 SF
COMPLETED: September 2021
DELIVERY METHOD: CMGC (Idaho's CMAR)
ROLE: Director of PreConstruction

EDUCATION:

- University of Nevada, Las Vegas
B.S. Civil Engineering (2006)

YEARS OF EXPERIENCE:

- Years with CORE: 9 (2013)
- Years of Experience: 20 (2002)
- Years of CMAR Experience: 13 (2009)

REGISTRATIONS/CERTIFICATIONS:

- Certified Professional Estimator (CPE)
- Army Corps of Engineers
- ASPE Construction Manager in Training
- OSHA 30-Hour
- First Aid/CPR



5.4.3 KEY PERSONNEL

APPENDIX

Exhibit A



Fire Station
Projects



TAYLOR LAACK

Project Manager

As Project Manager, Taylor will be responsible for the coordination and supervision of the construction process from the conceptual development stage through final completion. He will oversee the proper administration of construction contracts, all necessary permits and licenses, review of daily reports, and will ensure complete quality and safety on the project. Taylor will also track and control the construction schedule and construction costs, and will guarantee that your Carson City Fire Station with Shared Facilities for Emergency Operations project is completed on time, within budget, and to the highest standard.

Project Experience



FIRE STATION 33

CLIENT: Truckee Meadows Fire & Rescue
VALUE: \$5.4M
SIZE: 10,662 SF
COMPLETED: May 2018
DELIVERY METHOD: CMAR
ROLE: Project Manager



SOUTH TAHOE EVENTS CENTER

CLIENT: Tahoe Douglas Visitors Authority
VALUE: \$77M
SIZE: 138,550 SF
COMPLETED: Projected December 2022
DELIVERY METHOD: CMAR
ROLE: Project Manager



RTC VILLANOVA MAINTENANCE FACILITY RENOVATION AND EXPANSION

CLIENT: Regional Transportation Commission
VALUE: \$11.3M
SIZE: 57,613 SF
COMPLETED: July 2017
DELIVERY METHOD: CMAR
ROLE: Project Manager

EDUCATION:

- University of Nevada, Reno
B.A. Managerial Sciences (2009)

YEARS OF EXPERIENCE:

- Years with CORE: 7 (2015)
- Years of Experience: 28 (1994)
- Years of CMAR Experience: 7 (2015)

REGISTRATIONS/CERTIFICATIONS:

- OSHA 30-Hour
- First Aid/CPR

5.4.3 KEY PERSONNEL

APPENDIX

Exhibit A



Fire Station
Project



Ronnie Triglia Superintendent

As Superintendent, Ronnie will bring 15 years of industry experience to your project and will be responsible for all daily site supervision, coordination, and scheduling of all Trade Partners throughout construction and close out. He excels in problem solving and is proactive in the management of jobsite activities. Ronnie is commended within our company for his hands-on skills and leadership in the field, serving as the liaison to our Trade Partners and ensuring his projects are completed to the highest quality standards and in a safe, efficient manner.

Project Experience



FIRE STATION 33

CLIENT: Truckee Meadows Fire & Rescue
VALUE: \$5.4M
SIZE: 10,662 SF
COMPLETED: May 2018
DELIVERY METHOD: CMAR
ROLE: Superintendent



EAGLE VALLEY MIDDLE SCHOOL ADDITION

CLIENT: Carson City School District
VALUE: \$12M
SIZE: 22,248 SF
COMPLETED: Projected July 2022
DELIVERY METHOD: CMAR
ROLE: Superintendent



RTC VILLANOVA MAINTENANCE FACILITY RENOVATION AND EXPANSION

CLIENT: Regional Transportation Commission
VALUE: \$11.3M
SIZE: 57,613 SF
COMPLETED: July 2017
DELIVERY METHOD: CMAR
ROLE: Superintendent

YEARS OF EXPERIENCE:

- Years with CORE: 9 (2013)
- Years of Experience: 15 (2007)
- Years of CMAR Experience: 9 (2013)

REGISTRATIONS/CERTIFICATIONS:

- 16 Hour Asbestos
- OSHA 30-Hour/OSHA Lead
- First Aid/CPR

Fire Station 33

"Working with the Fire Chief and TSK to build and insure that everyone gets the final product they wanted was a real pleasure. We really came together as team. The exhaust evacuation system was probably the biggest challenge. We had to work with a third party contractor and coordinate steel and all MEP to ensure the system would work correctly during a emergency call." - Ronnie Triglia

5.4.7 LITIGATION & DISPUTE HISTORY Exhibit A

APPENDIX

LIST ALL PROJECTS THAT HAVE HAD LITIGATION OR DISPUTES WITHIN THE LAST 5 YEARS.

CORE has not had any litigation or disputes in the past five years.

HAVE LIQUIDATED DAMAGES BEEN ASSESSED AGAINST YOUR FIRM? IF SO, DESCRIBE WHEN, WHERE, AND WHY.

No liquidated damages have been assessed against CORE.

HAS A CONTRACT WITH CMAR FIRM BEEN TERMINATED BEFORE COMPLETION? IF SO, DESCRIBE WHEN, WHERE, WHY, AND WHO TERMINATED THE CONTRACT.

CORE has never been terminated from a contract before completion.

HAS YOUR FIRM BEEN DECLARED TO BE IN DEFAULT ON ANY CONTRACT (WHETHER BONDED OR NOT BONDED)?

CORE has never been declared to be in default on any contract.

HAS ANY TYPE OF SETTLEMENT BEEN PAID BY YOUR FIRM OR TO YOUR FIRM IN EXCESS OF \$25,000? IF SO, DESCRIBE WHEN, WHERE, AND WHY.

No type of settlement has been paid by CORE or to CORE.

HAS THERE BEEN A JUDGMENT RENDERED FOR UNEXCUSED BREACH OF CONTRACT? IF SO, DESCRIBE WHEN, WHERE, AND WHY.

There has not been a judgement rendered for against CORE for breach of contract.

IF A JUDGMENT HAS BEEN ENTERED AND A CASE HAS BEEN APPEALED, PROVIDE THE GENERAL FACTS OF THE CASE AND THE BASIS OF THE APPEAL.

N/A



5.4.8 MISCELLANEOUS SUBMITTAL REQUIREMENTS Exhibit A

APPENDIX

THIS CONTRACT WILL BE PARTIALLY FUNDED BY FEDERAL ARPA FUNDS, AND THE UNIFORM GUIDANCE SHALL APPLY. ALTHOUGH THE UNIFORM GUIDANCE PROHIBITS LOCAL PREFERENCES, THAT PROHIBITION DOES NOT APPLY TO ANY LICENSE REQUIRED BY THE NEVADA STATE CONTRACTORS BOARD (CONTRACTORS BOARD). THEREFORE, CMAR FIRM'S PROPOSAL MUST DEMONSTRATE THAT IT HOLDS A LICENSE, IN GOOD STANDING, WITH THE CONTRACTORS BOARD SUFFICIENT TO PERFORM THE WORK DESCRIBED IN THIS RFP.

Please refer below for CORE's Certificate of Eligibility.



NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NV, 89113, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

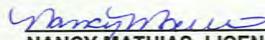
CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-00-01-19-0021**

CORE WEST INC DBA CORE CONSTRUCTION (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0006144A** ORIGINAL ISSUE DATE: **03/04/1963** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **B-GENERAL BUILDING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **APRIL 1, 2022** AND EXPIRES ON **MARCH 31, 2023**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.




NANCY MATHIAS, LICENSING ADMINISTRATOR 3/18/2022 DATE
FOR MARGI A. GREIN, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.



5.4.8 MISCELLANEOUS SUBMITTAL REQUIREMENTS Exhibit A

APPENDIX

PROPOSALS FROM CMAR FIRMS WITHOUT A NEVADA STATE BUSINESS LICENSE OR CARSON CITY BUSINESS LICENSE WILL BE CONSIDERED, WITH NO PREFERENCE GIVEN TO CMAR FIRMS THAT MAY ALREADY HAVE SUCH LICENSES. HOWEVER, THE SELECTED CMAR FIRM WILL NEED TO COMPLY WITH STATE OF NEVADA AND CARSON CITY BUSINESS LICENSE REGULATIONS. THE SELECTED CMAR FIRM WILL ACQUIRE ALL BUSINESS LICENSES REQUIRED TO LAWFULLY PERFORM THE SERVICES THE CMAR FIRM IS CONTRACTED TO PROVIDE.

CORE holds all licenses required to perform work in Carson City and in the State of Nevada. Please refer below and to the following page for our current licenses.



Carson City Business License Division
 108 E. Proctor Street
 Carson City, NV 89701
 (775) 887-2105 - Hearing Impaired: 711
 buslic@carson.org

BUSINESS LICENSE CERTIFICATE

Business Name: CORE CONSTRUCTION SERVICES OF NEVADA, INC.
 DBA: CORE CONSTRUCTION

Business Location: 7150 Cascade Valley Ct
 Las Vegas, NV 89128

Owner:

License Number: BL-003769-2020

Issued Date: 1/1/2022

Expiration Date: 12/31/2022

Mailing Address: 7150 Cascade Valley Ct
 Las Vegas, NV 89128

License Type: Business License

Classification: Contractors

Fees Paid: \$78.75

Thank you for choosing to operate your business in Carson City.
 Please provide any changes to the business information to the Business License Division. Licenses are not transferable.
 If you have any questions concerning your business license, contact the Business License Division.

TO BE POSTED IN A CONSPICUOUS PLACE

www.nscb.nv.gov

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that
**CORE WEST INC dba
 CORE CONSTRUCTION**
 Licensed since March 04, 1963
 License No. **0006144A**

Is duly licensed as a contractor in the following classification(s):
B General Building

PRINCIPALS:
 SETH MAURER, President
 DENNIS BARBER, Secretary
 JAMES JACOBS, Director
 TIMOTHY ROLEY, QI
 GARY WENK, QI

LIMIT: Unlimited
EXPIRES: 03/31/2024


 Chair, Nevada State Contractors Board



SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE
CORE West, Inc.

Nevada Business Identification # NV19861002524
Expiration Date: 02/28/2023

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.
Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.
License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 01/06/2022.

Barbara K. Cegavske

BARBARA K. CEGAVSKE
Secretary of State

Certificate Number: B202201062288082
You may verify this certificate online at <http://www.nvsos.gov>

5.4.8 MISCELLANEOUS SUBMITTAL REQUIREMENTS Exhibit A

APPENDIX

THE FIRM SHALL INCLUDE THE SAETY PROGRAMS ESTABLISHED AND THE SAFETY RECORDS IT HAS ACCUMULATED..

At CORE, we are never complacent with our efforts towards safety and continually strive to better our safety programs, practices and culture. Every one of our jobsites practices a daily safety huddle where hazardous activities are identified, and risk mitigation measures are discussed. Our safety culture is one where all stakeholders must be "All In". This is not an individual effort, but a site-wide culture that is implemented. As a result, CORE has proven industry leading EMR rates for the past several years running, and this company-wide culture and focus will enhance the safe work practices on the Carson City Fire Station with Shared Facilities for Emergency Operations Project.

Achieving our goal of zero incidents and zero accidents begins in the Pre-construction Phase of the project. Our PreConstruction and Operations Teams will perform a thorough investigation of the site to determine the most practical means and methods for executing the scope of work, and to identify any potential safety hazards to the public and construction personnel in advance. Planning the work during the Pre-construction Phase is a crucial element of successfully delivering the project in a safe manner.



SITE SAFETY ORIENTATION:

During the Pre-construction Phase, we will develop a comprehensive Master Safety Plan specific to the project. All Trade Partners providing goods and services on the project will be required to participate in a mandatory pre-construction safety orientation. During this meeting, there will be a detailed presentation of the Master Safety Plan outlining the specific safety and operational requirements for working on the project site. All Trade Partners are contractually required to indicate their written understanding of, and agreement with the Master Safety Plan prior to starting their construction activities. Establishing these expectations with our Trade Partners before they start their scope of work is essential to ensuring a safe work environment. In addition, regular safety meetings will be conducted to continually identify potential project hazards as well as fire department access routes and other best practices throughout construction. Jobsite fencing, barricades and warning signs will be installed prior to the start of any construction activities.



SITE LOGISTICS PLAN:

On this project, careful planning and communication will be required during pre-construction to coordinate detailed and accurate site logistics plans that align with the project phasing plan to ensure that all construction operations are carried out with minimal impact to the site and surrounding areas.



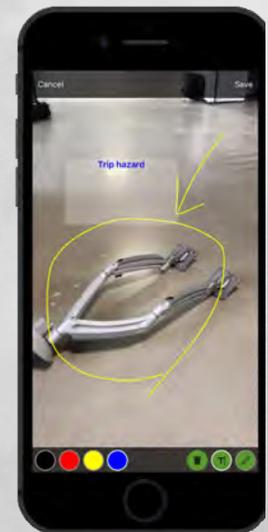
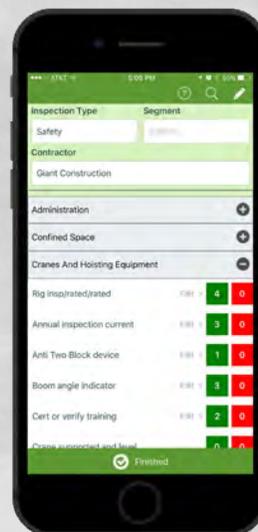
DAILY ACTIVITY HAZARD ANALYSIS (DAHA):

Daily Activity Hazard Analysis (DAHA) reports are prepared by each Trade Partner at the start of every day. These reports lead the tradespeople to focus on the specific hazards they will be facing that day and how to eliminate or mitigate the potential risk associated with the hazard. Each worker on the crew is required to sign the DAHA form further prompting all employees to engage and participate in the safety culture of the project. Lastly, these forms prompt Trade Partners to collaborate with the other trades that may have overlapping work in an area, allowing them the opportunity to talk through the hazards posed by each trade and coordinate a safe working environment.



PREDICTIVE SOLUTIONS:

CORE utilizes a mobile app called Predictive Solutions (PS) SafetyNet on all our projects. PS. is an innovative safety management system that enables our project teams to collect accurate information daily and analyze it to measure the effectiveness of their site-specific safety programs. The app aids in identifying "leading safety indicators" so that we can proactively address and implement corrective action steps with our project team members before a preventable incident occurs. This software is conveniently managed and monitored through our mobile devices. Through our continually increasing safety observation data, our PreConstruction Team uses the information to identify Trade Partners who best align with our safety values to ensure the safest teams possible on our projects.



5.4.8 MISCELLANEOUS SUBMITTAL REQUIREMENTS Exhibit A

APPENDIX



ALL-HANDS SAFETY MEETINGS:

CORE mandates weekly ALL Hands Safety Meetings. These meetings are led by our on-site Project Management staff with support from Trade Partner supervision. All agendas are supported by our National Safety Director, John Laporte. At these jobsite meetings, we provide a new safety training session for all on-site workers regarding a relevant topic applicable to the current on-going or yet-to-be started work on the site, such as scaffold awareness before masonry starts going vertical.



SAFETY STAND DOWNS:

National and local Safety Stand-Downs are held on CORE's jobsites to reinforce all workers' focus on safety. This creates a sense of ownership within our workforce and reinforces management's and supervisors' commitment to safety.



VIRTUAL CONSTRUCTION AND SAFETY:

With safety being our number one priority during construction, we utilize all the tools available to make sure everyone goes home safely at the end of the day. We take the time and effort to integrate our virtual construction tools into the construction process. We utilize everything from 3D safety plans, logistics plans, and logistics animations to ensure all aspects of safety have been thought about and shared with the team. These visualizations are constantly updated as the project progresses and continuously shared with the Client, Design Team, and all Trade Partners on the project.



COVID-19 SAFETY MEASURES:

Safety has been, and always will be, our #1 priority. With the outbreak of COVID-19, to ensure the safety of our team and your site, we have put additional safety measures in place including COVID-19 signage, educational training, and preventative measures. We will identify all potential risks prior to beginning construction and develop a plan with Trade Partners to mitigate any potential risks well in advance to ensure there is no delay in schedule. Should an unusual circumstance arise, CORE has a detailed COVID-19 plan of action.



SAFETY AS A TEAM:

Every person at CORE shares a common commitment to our Culture. This shared commitment allows each team member to embrace an unwavering, comprehensive trust in one another and the overall team itself. Built upon this foundation of Team and Trust, we do not leave it to just one person to lead our safety efforts, but instead hold the entire team accountable. CORE empowers every member of our field operations staff to think of themselves as our Safety Team.

January 19, 2022

CORE West, Inc. dba CORE Construction
5330 Reno Corporate Drive
Reno, NV 89511

Re: General Construction Operations
Experience Modification Rating

To Whom It May Concern:

The following is the Experience Modification Rating for the last 6 years, per NCCI, as of January 18, 2022:

Effective March 01, 2022:	0.63
Effective March 01, 2021:	0.62
Effective March 01, 2020:	0.61
Effective March 01, 2019:	0.68
Effective March 01, 2018:	0.71
Effective March 01, 2017:	0.67

This modification was promulgated for the General Construction Operations of the CORE Construction Group of companies using their General Construction data only.

Should you have any questions, please contact me at 312-288-7164 or via email at cheryl.crilly@willistowerswatson.com

Sincerely,
Cheryl Crilly
Cheryl Crilly
Client Manager

SCAN FOR CORE'S OFFICIAL SAFETY MANUAL.

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA
2300 Wilson Boulevard, Suite 300, Arlington, Virginia 22201
PHONE (703) 548-3118

This is your National AGC Safety Awards Tabulation - (NASAT)

2020 Report Card

Company Name		CORE Construction Services of Nevada									
Chapter Code & Name		31A Nevada Chapter AGC									
Division		Building							Category	110,000 to 274,999	
	Total Hours Worked	Lost Workday Cases	Total Number of Cases	Number of Fatalities	Company Lost Work Day Case Incidence Rate	Category Lost Work Day Case Incidence Rate	Chapter Lost Work Day Case Incidence Rate	Overall Division Lost Work Day Incidence Rate	Overall Company Incidence Rate	Overall Division Incidence Rate	
2018	177,630	0	0	0	0.00	0.54	0.59	0.36	0.00	2.06	
2019	182,231	0	0	0	0.00	0.56	0.25	0.33	0.00	1.80	
2020	192,702	0	0	0	0.00	0.55	0.26	0.33	0.00	1.58	

Note: Awards are based on three years of participation and either a zero incidence rate or 25% below the overall division lost work day case incident rate for 2020.

2020 AGC NASAT Group Award Winner Categories

Division	Category	Work Hours	Division	Category	Work Hours	Division	Category	Work Hours	Division	Category	Work Hours
1	Building	1 275,000 and up	2	Highway	1 425,000 and up	3	Federal & Navy	1 425,000 and up	4	Utility	1 250,000 and up
2		274,999 to 110,000	2		424,999 to 165,000	2		424,999 to 110,000	4	Manufacturing	2 249,999 to 80,000
3		109,999 to 50,000	3		159,999 to 80,000	3		109,999 to 0	3	Security	2 204,999 to 70,000
4		49,999 to 0	4		79,999 to 0				3		69,999 to 0

5.4.8 MISCELLANEOUS SUBMITTAL REQUIREMENTS Exhibit A

APPENDIX



Awarded AGC NV
BEST SAFETY GENERAL CONTRACTOR
11 years in a row (2011-2021)

5.4.9 INSURANCE AND BONDING CAPACITY Exhibit A

APPENDIX

SUBMIT EVIDENCE OF THE FINANCIAL CAPABILITY OF YOUR BONDING COMPANY.

Our bonding company, Travelers Casualty and Surety Company of America has an A++ (Superior) rating and their Financial Size Category is XV (\$2 Billion or greater). The printout of their AM Best rating is pictured below.

Rating Services

Travelers Casualty and Surety Company

AMB #: 002001 NAIC #: 19038 FEIN #: 066033504

Domiciliary Address
 One Tower Square
 Hartford, Connecticut 06183
 United States

Web: www.travelers.com
Phone: 860-277-0111
Fax: 860-277-7002

AM Best Rating Unit: AMB #: 018674 - Travelers Group

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

<p>Financial Strength Rating View Definition</p> <p>Rating: A++ (Superior) Affiliation Code: g (Group) Financial Size: XV (\$2 Billion or greater) Category: greater) Outlook: Stable Action: Affirmed</p>	<p>Best's Credit Rating Analyst</p> <p>Rating Office: A.M. Best Rating Services, Inc. Senior Financial Analyst: Elizabeth Blamble Senior Director: Michael J. Lagomarsino, CFA, FRM <i>Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.</i></p>
<p>Effective Date: November 05, 2019 Initial Rating Date: June 30, 1922</p>	<p>Disclosure Information</p> <p>Disclosure Information Form View AM Best's Rating Disclosure Form</p> <p>Press Release AM Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Main Subsidiaries November 05, 2019 View AM Best's Rating Review Form</p>
<p>Long-Term Issuer Credit Rating View Definition</p> <p>Long-Term: aa+ (Superior) Outlook: Stable Action: Affirmed Effective Date: November 05, 2019 Initial Rating Date: April 18, 2005</p>	

“CORE IS ONE OF THE TOP BUILDERS IN THE COUNTRY AND THEY GIVE THE SAME ATTENTION TO A \$1 MILLION PROJECT AS THEY DO TO A \$100 MILLION PROJECT. SETH MAURER AND HIS TEAM WILL DO NO LESS FOR YOUR PROJECT, AS TRAVELERS HAS HEARD THE TESTIMONIALS FROM MANY **EXTREMELY SATISFIED CLIENTS** OVER THE YEARS. CORE HAS ALWAYS MORE THAN MET THEIR CONTRACT OBLIGATIONS AND WE BELIEVE YOU COULD NOT FIND A **HIGHER QUALITY FIRM** TO WORK WITH. FINALLY, MANY COMPANIES SPEAK ABOUT **CONTINUOUS IMPROVEMENT** WITHIN THEIR COMPANIES, BUT CORE SHOWS IT THROUGH THE QUALITY OF INDIVIDUALS THEY HAVE WORKING FOR THEM. I WOULD **TRUST** CORE WITH ANY PROJECT THEY WISH TO PURSUE, AS TRAVELERS HAS KNOWN FOR MORE THAN 30 YEARS THE **INTEGRITY** OF THE PEOPLE BEHIND THE COMPANY.”

-Lynn Cracraft, Executive Officer
 Traveler's Casualty + Surety of America

5.4.9 INSURANCE AND BONDING CAPACITY Exhibit A

APPENDIX

SUBMIT EVIDENCE THAT YOUR BONDING COMPANY IS LISTED BY THE UNITED STATES TREASURY.

EVIDENCE: Our bonding company is listed in the Department of Treasury's Listing of Certified Companies. You can also access the below information online at the following web address: <https://fiscal.treasury.gov/surety-bonds/list-certified-companies.html>

BONDING COMPANY: Travelers Casualty and Surety Company of America

ADDRESS: 940 West Port Plaza, Suite 450, Maryland Heights, MO 63146

AGENT: Lynn Cracraft, Account Executive

PHONE: (314) 576-8313

EMAIL: LCRACRAF@travelers.com



5.4.9 INSURANCE AND BONDING CAPACITY Exhibit A

APPENDIX

SUBMIT WRITTEN CERTIFICATION OR OTHER APPROPRIATE EVIDENCE FROM YOUR BONDING COMPANY CONFIRMING THAT YOUR FIRM WILL HAVE BONDING CAPACITY IF THIS PROJECT, ESTIMATED AT THE VALUE LISTED IN SECTION 1 OF THIS REQUEST FOR PROPOSAL, IS ADDED TO YOUR CURRENT AND ANTICIPATED WORKLOAD.



Insurance and Surety Brokers
T: 469-430-1450

May 18, 2022

Carol Akers, Purchasing and Contracts Administrator
Carson City Purchasing and Contracts
201 N. Carson Street, Suite 2
Carson City, NV 89701

RE: RFP #21300276 | Carson City Fire Station with Shared Facilities for Emergency Operations

Dear Ms. Akers,

CORE Construction (CORE) bonds are written through a co-surety arrangement with Travelers Casualty and Surety Company of America (Travelers) and Liberty Mutual Insurance Company (Liberty).

CORE has advised Travelers and Liberty of their desire to perform construction services for your captioned project. Travelers has enjoyed a relationship with CORE for over 40 years. During our relationship we have provided any bid, performance and payment bonds that they have required. We have bonded significant individual projects for CORE and they are certainly qualified to perform contracts such as yours, as they have bonding capacity of \$300 million per single project and \$1.5 billion in the aggregate. This is not to be construed to be a maximum, but rather working parameters. CORE has always met their contractual obligations and we believe there is not a higher quality firm you could choose to work with.

Should CORE be awarded a contract on this or any of your projects and be required to provide performance and payment bonds for same, and should contractor so request, we would be in position to provide such bonds, subject to a favorable review of the final bond forms, contract documents and specifications and usual underwriting requirements at the time.

In addition, both Travelers and Liberty are licensed to do business in all states and Travelers has an A.M. Best Co. rating of A++ XV while the Liberty A.M. Best rating is A XV.

Sincerely,

Travelers Casualty and Surety Company of America
Liberty Mutual Insurance Company

By: 
David Buckman, Attorney-in-Fact

Agent Contact Information:
David Buckman, President, Glenn Allen Insurance and Surety Brokers
5205 McClellan Dr., Frisco, TX 75036 | T: (469) 430-1450

5.4.10 DRUG AND ALCOHOL POLICY Exhibit A

APPENDIX

TO BE ELIGIBLE TO PERFORM WORK ON CARSON CITY (CITY) CONSTRUCTION PROJECTS ALL CONTRACTORS AND SUBCONTRACTORS WHO WILL WORK ON SUCH PROJECTS MUST HAVE IN EXISTENCE A DRUG AND ALCOHOL POLICY.

CORE currently abides by a Drug and Alcohol Policy as specified in the CORE Construction Personnel Policy Manual, Version May 2020 (revised). The section summary of this policy states:

"It is the Company's policy to create and maintain a drug-free workplace in keeping with the spirit and purpose of the Drug-Free Workplace Act of 1988, or as may be amended from time to time and/or as applicable by other laws, regulations, ordinances, or statute in the jurisdiction where the Company is performing work. The unlawful use of controlled substances is inconsistent with the behavior expected of employees, subjects all employees and clients/customers to unacceptable safety risks, and undermines the Company's ability to operate effectively and efficiently. As a condition of employment, all employees shall abide by this policy and employees who violate the policy shall be subject to disciplinary action up to and including termination. The Company has also established a drug-free awareness program through the distribution and dissemination of this policy and through the distribution and dissemination of such additional information as deemed appropriate by the Company. Employees must be aware that the unlawful use of controlled substances threatens their health, safety, and well-being, affects their work performance, and jeopardizes the health, safety, and well-being of the Company's clients.

The Company reserves the right to require employees to undergo appropriate tests designed to detect the presence of alcohol, illegal drugs, or other controlled substances, either randomly or where it has reason to believe that an employee may be under the influence of any of these substances. Refusal to consent to such a test may result in disciplinary action up to and including termination.

Statement of the Company's Policy and General Prohibitions Respecting Drug and Alcohol Use by Employees: It is the Company's policy to maintain a drug-free, healthful, and safe work place. Employees are therefore required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. The illegal use and/or misuse of controlled substances is inconsistent with the behavior expected of employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines the Company's ability to operate effectively and efficiently.

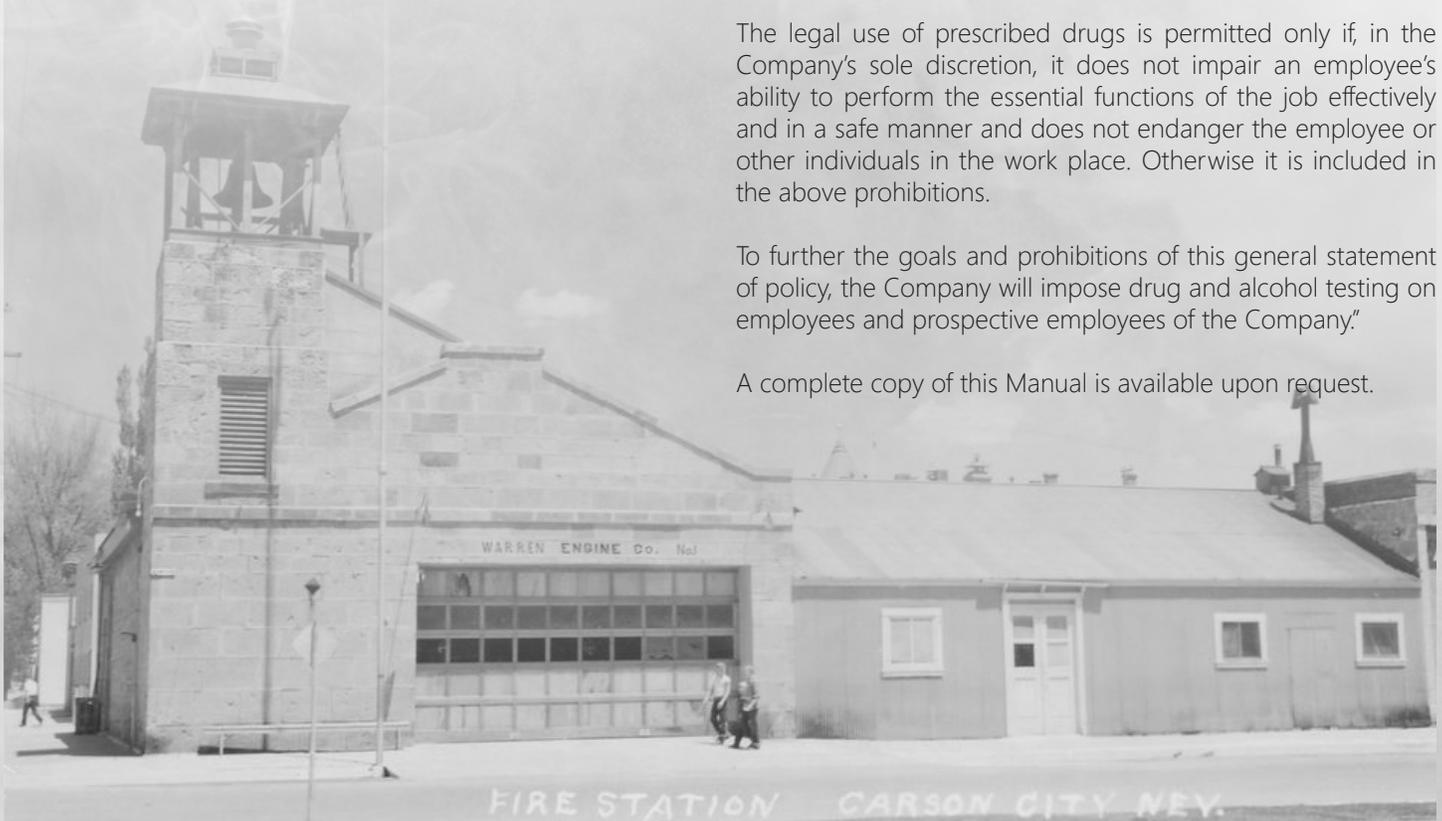
While conducting business-related activities, employees are prohibited from being under the influence of alcohol or any controlled substance.

While on a Company work site no employee may use, possess, distribute, or sell illegal or controlled substances or alcohol. Such conduct is also prohibited during non-working time to the extent that, in the sole opinion of the Company, it impairs an employee's ability to perform on the job or threatens the reputation or integrity of the Company.

The legal use of prescribed drugs is permitted only if, in the Company's sole discretion, it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner and does not endanger the employee or other individuals in the work place. Otherwise it is included in the above prohibitions.

To further the goals and prohibitions of this general statement of policy, the Company will impose drug and alcohol testing on employees and prospective employees of the Company."

A complete copy of this Manual is available upon request.



CMAR FEE PROPOSAL FORM

1. CMAR Total Compensation PROPOSED FEES

(A) **CMAR’s Pre-Construction Services (Fixed Fee)** \$ 54,000.00 _____

The CMAR’s pre-construction services fixed fee includes the costs and profit for the CMAR’s effort to perform all services during the pre-construction phase, consistent with the description in Section 4.1 of the RFP.

(B) **CMAR’s Construction Management Personnel (Expressed as a Monthly Fee)**

The monthly fee for CMAR construction management personnel includes the anticipated cost per month for the CMAR Firm personnel to manage subcontractors in the field during the construction phase and provide the applicable services described in Section 4.2. The monthly fee should include a listing of the CMAR personnel, the anticipated number of hours per month required, and the billable hourly pay rate for each person that will be involved in the CMAR’s construction period scope of work. These costs will be later utilized in the GMP negotiations.

CMAR Personnel (Job Title)	Burdened Pay Rate (\$/Hr)	Hours per Month	Monthly Fee (Rate x Hours)
Director of Operations	\$193/hr	34	\$6,562.00
Project Manager	\$127/hr	170	\$21,590.00
Project Coordinator	\$83/hr	34	\$2,822.00
Superintendent	\$138/hr	170	\$23,460.00
Total Monthly Fee for CMAR Construction Management Personnel =			\$54,434.00

(C) Proposed CMAR Fee (Expressed as a % of total construction costs) 4.25 %

Provide a CMAR fee for construction services, expressed as a percentage of the project's GMP. The fixed fee must include profit and home office overhead (all auditable costs that are allocated to all projects), but not field office overhead or field office direct expenses.

The formula for calculating total awarded points, by fee type, shall be by the following:

$$\text{Category (A), (B), or (C)} = \frac{[\text{Lowest Proposed Fee (or \%) Submitted}]}{[\text{Fee (or \%) Being Evaluated}]} \times [\text{Total Possible Points}]$$

Categories (A) and (B) are worth a maximum of 5 points per category. Category (C) will be counted for 10 points for a total of 20 points maximum allowed for CMAR compensation fees.

2. REFERENCED DOCUMENTS

The following documents are hereby incorporated and form the basis for the CMAR's Fee Proposal:

1. CMAR Request for Proposal dated 4/25/2022
2. CMAR's Response to Request for Proposal
3. Owner-CMAR Pre-Construction Professional Services Agreement
4. Sample of CMAR General Conditions (used for Short-Listed CMARs Only)
5. Sample of CMAR Construction Services Contract (used for Short-Listed CMARs Only)

3. CMAR SIGNATURE

CMAR Firm Name: CORE West, Inc.

Signature: 

Print Name: Seth Maurer

Title: President

Date: May 31, 2022

provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as

parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—

Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See §200.322 Domestic preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

POSTINGS AND NOTICES

Notices and posters are to be placed in:

- *areas readily accessible to the public and employees (per 23 CFR 230.121);*
- *on the site of the public work in a place generally visible to the workmen (per NRS 338.020);*
- *shall be posted at all times by the contractor and its subcontractors at the site of the work in prominent and accessible place where it can be easily seen by the workers...on bulletin boards accessible to all employees at each location where construction work is performed (41 CFR 60-4.3);* and
- according to Section 110.01 of the Standard Specifications for Road and Bridge Construction, the contractor is to provide and erect a weatherproof bulletin board at the job site and post all required information thereon.

Required Postings:

1. The EEO policy statement with the appointment of the EEO officer with their contact information.
2. Prevailing Wage Rates (both State and Federal) specific to the project.
3. Current Federal postings and notices found here: <https://www.fhwa.dot.gov/programadmin/contracts/poster.cfm>
4. Current State postings and notices can be found here: http://labor.nv.gov/Employer/Employer_Posters/
5. A List of Emergency services phone numbers. If the project is in a 911 accessible area, post a notice that 911 should be called in an emergency.

The prime contractor is responsible for providing a weatherproof bulletin board or fixture to display EEO policy information, wage decisions, required State and Federal postings and information on various employee rights, protections and appeals. The bulletin board must be located within the limits of the project, easily visible to the public and employees (of both the prime and any subcontractors), and be accessible during construction of the project (installed on or before the notice to proceed date and removed at construction completion).

Some projects do not lend themselves to a stationary bulletin board as the project limits are extensive and/or the project moves frequently. In such cases, alternative methods of posting must be determined. The alternative posting method must still meet the requirements of a stationary fixture as above.

The bulletin board or fixture cannot be located inside an office, construction trailer, or in a vehicle. Please consult with the project Resident Engineer or with the Contract Compliance office to assist in determining if a fixture will meet the requirements stated.

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title).
being duly sworn do depose and say: That _____
(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named 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 judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental 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.

(Insert Exceptions, attach additional sheets)

The above exceptions 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. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

(SEAL)

Notary Public, Judge or other Official

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name (please type or print)

Signature

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

<p>1. Type of Federal Actions:</p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. Initial award <input type="checkbox"/> d. post-award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p><input type="checkbox"/> 4. Name and Address of Reporting Entity: Prime <input type="checkbox"/> Sub-awardee Tier _____, if known: Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if know:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	
<p><input type="checkbox"/> 11. Amount of Payment <i>(check all that apply):</i> <input type="checkbox"/> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment <i>(check all that apply):</i></p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<p>12. Form of Payment <i>(check all that apply):</i></p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

Conflict of Interest Disclosure Form

Date:

Project:

Title:

Name:

Position:

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature:

Date:



CORE WEST, INC.

Unique Entity ID R7H8KY1UKS33	CAGE / NCAGE 4XAF1	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Nov 11, 2022	
Physical Address 7150 Cascade Valley CT Las Vegas, Nevada 89128-0455 United States	Mailing Address 7150 Cascade Valley Court Las Vegas, Nevada 89128-9024 United States	

Business Information

Doing Business as Core Construction	Division Name Core West, Inc.	Division Number CORE West,
Congressional District Nevada 04	State / Country of Incorporation Nevada / United States	URL http://www.coreconstruction.com

Registration Dates

Activation Date Nov 26, 2021	Submission Date Nov 11, 2021	Initial Registration Date Nov 13, 2007
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Entity Dates

Entity Start Date Oct 12, 1999	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 4XAF1

Points of Contact

Electronic Business

☺ SETH MAURER, President	7150 Cascade Valley Court Las Vegas, Nevada 89128 United States
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Government Business

☺ SETH MAURER	7150 Cascade Valley Court Las Vegas, Nevada 89128 United States
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Past Performance

☺ SETH MAURER	7150 Cascade Valley Court Las Vegas, Nevada 89128 United States
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Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	236220	Commercial And Institutional Building Construction
	236210	Industrial Building Construction
	237130	Power And Communication Line And Related Structures Construction
	238110	Poured Concrete Foundation And Structure Contractors
	238120	Structural Steel And Precast Concrete Contractors
	238130	Framing Contractors
	238140	Masonry Contractors
	238160	Roofing Contractors
	238170	Siding Contractors
	238190	Other Foundation, Structure, And Building Exterior Contractors
	238350	Finish Carpentry Contractors
	238910	Site Preparation Contractors
	541310	Architectural Services

Disaster Response

This entity does not appear in the disaster response registry.