WASHOE COUNTY SCHOOL DISTRICT
OWNER-CMAR PRE-CONSTRUCTION SERVICES CONTRACT

This Owner-CMAR Pre-Construction Contract is entered into as of _____ between the Washoe County School District, hereinafter referred to as "Owner", and the Construction Manager at Risk, _____, hereinafter referred to as "CMAR".

Project Identification

Project Name: _____

Project Address: _____

CMAR #: xx-xx-C-xx-xx

OWNER

Washoe County School District
Capital Projects & Purchasing Departments
The Brown Center
14101 Old Virginia Road
Reno, Nevada 89521
Phone: (775) 850-8025
Email: solicitations@washoeschools.net

CMAR

Firm Name
Contact Person
Address
City, State, Zip Code
Phone:
Email:

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ARTICLE 1 – PRE-CONSTRUCTION SERVICES FEE

The Owner and the CMAR mutually agree that the fee described herein is for Pre-Construction Services only and in no manner obligates the Owner to enter into a Construction Contract with the CMAR. The Owner will pay, and the CMAR shall receive as full compensation for furnishing all labor, materials, equipment, tools, and services, and everything required by this Pre-Construction Contract ("Contract"), including, but not limited to, providing the required Guaranteed Maximum Price (GMP) proposal (including General Conditions), a total sum not to exceed:

CMAR's Proposed Fee for Pre-Construction Services *(CMAR Fee Proposal Form Article 2 – Line Item A)*	**$** _____

ARTICLE 2 – INCORPORATED DOCUMENTS

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

1. Owner's Request for Proposal (RFP) Solicitation Document
2. CMAR Response Submittal to RFP #_____
3. CMAR Fee Proposal
4. Owner-CMAR General Conditions of the Contract for CMAR
5. Owner's Addenda
   - Addendum #___
   - Addendum #___
6. Certificate of Insurance Liability

ARTICLE 3 – CONTRACT MODIFICATIONS & CMAR STAFF SUBSTITUTIONS

This Contract, including incorporated documents, constitutes the entire contract/agreement between the parties and may be modified only by a written Amendment executed by both parties. The Contract Documents are complementary and what is required by anyone shall be as binding as if required by all. CMAR firm shall not substitute a different employee for an employee whose resume was submitted during the proposal phase of the RFP solicitation unless the employee whose resume was submitted is no longer employed by the CMAR or is unavailable for medical reasons; or if the Owner entered into a contract with the CMAR for pre-construction services pursuant to NRS 338.1693 more than ninety (90) days after the date on which the final ranking of application made pursuant to NRS 338.1696(7).

ARTICLE 4 – CMAR PRE-CONSTRUCTION SERVICES

In consideration of the mutual covenants and conditions provided herein, the Owner does hereby employ the CMAR to perform Pre-Construction Services. Per NRS 338.1698, the Owner requires that the CMAR to whom this contract is awarded assumes overall responsibility for ensuring that the Pre-Construction of this Project is completed in a satisfactory manner. Furthermore, the CMAR agrees to expeditiously perform such services for the referenced Project. The scope of the CMAR's Pre-Construction Services includes, but is not limited to the following:

A. Participation in regularly scheduled design progress review meetings with the Architect and the Owner. The CMAR shall provide ongoing input with respect to constructability, construction cost and duration, sequence and scheduling of construction, and construction means and methods; CMAR key personnel including the Project Superintendent and Project Manager shall be present at all constructability, estimate, and schedule review meetings.

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B. Development of review comments and suggestions at each of the stipulated phases of design; CMAR shall provide dedicated personnel for managing the tracking and resolution log of all review comments and suggestions by all parties throughout the Project design-construction.

C. Development of cost estimates at each of the stipulated phases and GMPs of the design; CMAR shall provide dedicated personnel for managing and resolution log of all cost estimate comments and suggestions by all parties throughout the Project design-construction.

D. Development of comprehensive construction sequence and schedule at each of the stipulated phases of design and through construction; CMAR shall provide dedicated personnel for managing the tracking and resolution log of all review comments and suggestions by all parties through the Project design – construction.

E. Assistance with identifying and reconciling differences between the Architect's cost estimate(s) and the CMAR's cost estimate(s).

F. Development of constructability and value engineering suggestions by CMAR and third-party constructability review, at each phase of design including a final review based on 100% Construction Documents; CMAR shall provide dedicated personnel for managing and tracking the constructability and resolution log of all review comments and suggestions by all parties including CMAR, Owner, and Design and Construction Team.

G. Development of potential bidders lists and coordination of input from subcontractors with regard to each of the items described in this section/article; CMAR shall include any subcontract input in the Constructability and Resolution Log.

H. Distribution of documents to potential bidders, coordination of pre-bid conferences and bid openings, and assistance with the selection of the best bids submitted by qualified, responsive, and responsible bidders in each category/trade/discipline.

I. Development of a GMP Proposal based on bids obtained from all necessary subcontractors after reviewing and coordinating the bid results with the Owner. The CMAR GMP shall be inclusive of the final construction schedule and shall not include any exclusions or clarification that modifies any general condition of the contract.

J. Qualify subcontractors and coordinate their involvement as described in the Owner's RFP.

ARTICLE 5 – STATUTORY REQUIREMENTS & GOVERNING LAW

The CMAR agrees to all terms and conditions of the Nevada Revised Statutes (NRS) as it applies to this Contract and to the Work performed under this Contract and agrees to comply with all such applicable portions of NRS. This Contract shall be construed and interpreted according to the laws of the State of Nevada. Any action brought by either party arising out of or related to this Contract shall be brought in a court located in Washoe County, Nevada, and not elsewhere.

ARTICLE 6 – EXAMINATION OF DOCUMENTS

Execution of this Contract by each party shall constitute the representation of each party that has fully examined the contents of all Contract Documents, including the Owner-CMAR General Conditions of the Contract for CMAR, and that each party has read and understands the same, and specifically agrees to be bound thereby.

ARTICLE 7 – DISPUTE RESOLUTION

Dispute Resolution provisions are as set forth in Section 3.9 of the Owner-CMAR General Conditions of the Contract for CMAR.

ARTICLE 8 – INDEMNIFICATION
Indemnification provisions are as set forth in Section 3.15 of the Owner-CMAR General Conditions of the Contract for CMAR.

ARTICLE 9 – ASSIGNMENT RIGHTS
The CMAR shall neither assign, transfer, nor delegate any rights, obligations, monies, or duties under this Contract without the prior written consent of the Owner.

ARTICLE 10 – OWNERSHIP AND USE OF DOCUMENTS
Any drawings, reports, studies, photographs, negatives, or other documents prepared by the CMAR in the performance of their obligations under this Contract shall be the exclusive property of the Owner and all such materials shall be remitted to the Owner by the CMAR upon completion, termination, or cancellation of this Contract. The CMAR shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the CMAR's obligations under this Contract, without the prior written consent of the Owner.

ARTICLE 11 – INDEPENDENT CONTRACTOR
Washoe County School District, as the "Owner" and the awarded CMAR hereby certify that the CMAR, as a General Contractor, is identified as an Independent Contractor and is not an employee of said Owner and that said Owner is not CMAR's employer. CMAR thereby waives any and all claims to benefits otherwise provided to employees, including, but not limited to medical, dental, or other personal insurance; retirement benefits; unemployment benefits; and workers' compensation insurance coverage, if not required by law.

ARTICLE 12 – FAIR EMPLOYMENT PRACTICES
As outlined in NRS 613.330, in connection with the performance of work under this Contract, the CMAR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, or age. Such Contract shall include, but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CMAR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by the CMAR shall constitute a material breach of this Contract.

ARTICLE 13 – INSURANCE & BONDING PROVISIONS
Insurance and Bonding provisions are as set forth in Section 7 of the Owner-CMAR General Conditions of the Contract. CMAR shall provide said documentation to the Owner prior to mobilizing onto the Project site and prior to the commencement of any Work on the Project.

ARTICLE 14 – PAYMENT SCHEDULE
Payment for Pre-Construction Services under this Contract will be made in accordance with the following schedule:

Schematic Design Phase	10% of Total
Design Development Phase	20% of Total
50% Construction Documents	10% of Total
50% Construction Documents Schedule, Constructability, Budget	10% of Total
100% Construction Documents	10% of Total
100% Construction Documents Schedule, Constructability, Budget	10% of Total
Submittal of GMP Proposal	20% of Total
Submittal and acceptance of Final CMAR Review Comments, constructability tracking document, comprehensive construction schedule, budget reconciliation	10% of Total

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ARTICLE 15 – TERMINATION

Termination provisions for both the Owner and CMAR are as set forth in Sections 3.10 and 3.11 of the Owner-CMAR General Conditions of the Contract for CMAR.

IN WITNESS WHEREOF, the Owner and the CMAR have caused this Contract to be signed and intend to be legally bound thereby.

OWNER **Washoe County School District**	**CONSTRUCTION MANAGER AT RISK** **[Firm Name]**
Signature:	**Signature:**
Print Name:	**Print Name:**
Title:	**Title:**
Date:	**Date:**

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