CMAR GMP PROPOSAL INSTRUCTIONS

SECTION 1 DEFINITIONS

1.1 CMAR: The firm or organization submitting a GMP Proposal to the DCLTSA in response to a GMP Request for Proposals. The term CMAR means the Construction Manager at Risk or his authorized representatives.

1.2 Work: The term Work includes all labor, materials, services, equipment, tools, transportation, power, water, permanent and temporary utilities, utility connections, provisions for safety, and all incidental and other things necessary to produce the finished construction as described by the 100% Construction Documents.

1.3 GMP Delivery Date: The day established in the CMAR GMP Proposal Form for the submission of the proposal to the DCLTSA.

1.4 GMP Delivery Time: The time established in the CMAR GMP Proposal Form for the submission of the proposal to the DCLTSA.

1.5 Contract Documents: The CMAR shall base the Guaranteed Maximum Price upon the Contract documents, including the CMAR Fee Proposal, the CMAR GMP Proposal, the Owner-CMAR Construction Agreement, the Performance and Payment Bonds, the General Conditions of the Contract, the Supplemental General Conditions, the 100% Construction Documents (Drawings and Specifications), the Wage Scales, the Addenda, and these CMAR GMP Proposal Instructions.

1.6 Owner: The Owner is the DCLTSA and shall include his authorized representatives.

1.7 Design Consultant: The Design Consultant is the person or organization identified as such in the CMAR Request for Proposals, and shall include his authorized representatives.

1.8 Joint Venture GMP: A GMP submitted by two or more contractors who propose to perform the work jointly.

1.9 CMAR Acknowledgement: The CMAR acknowledges that the GMP Proposal is based on the Contract Documents listed in the Owner-CMAR Construction Agreement.

1.10 Owner's Contingency: The Owner's Contingency belongs solely to the Owner for the purpose of being allocated towards stipulated additional work (as itemized in an executed Change Order). Any portion of the Owner's Contingency that remains when the Work is completed belongs to the Owner.

1.11 CMAR's Contingency: The CMAR's Contingency is an approved amount that may be utilized by the CMAR, at his discretion to cover the Cost of the Work described in the Contract Documents (Cost of the Work defined in Section 7.5.1 of the General Conditions) and/or to cover the cost of the CMAR's General Conditions (defined in 7.5.2 of the General Conditions) subject to the limitations of Section 7.5.4 of the General Conditions.

1.12 Owner Oversight of CMAR Bidding Procedures: The CMAR acknowledges all of the requirements of Section 3.17 of the General Conditions of the Contract (Owner Oversight of CMAR Bidding Procedures), the requirements of Nevada Revised Statutes Sections 338.16991 and 338.16995, and the requirements of Nevada Administrative Code Section 338.

1.13 First Tier Subcontractor: A person or organization who has a direct contract with the prime contractor to perform any of the Work.

SECTION 2 QUALIFICATIONS OF CMAR AND SUBCONTRACTORS

2.1 The CMAR shall be properly licensed by the Nevada State Contractors Board and shall include a copy of current letter of the State Public Works Board Qualified Bidder list.

2.2 The CMAR shall ensure that all sub-bids utilized in preparing his GMP Proposal have been obtained from subcontractors who are properly qualified to perform their portion of the Work pursuant to Nevada Revised Statutes Sections 338.16991 thru 338.16995. A subcontractor named by the CMAR who is not properly qualified for that portion of the work shall be deemed to be unacceptable. No additional compensation shall be paid to the CMAR if the CMAR must substitute a qualified subcontractor for an unqualified subcontractor.

2.3 Any CMAR proposing to submit a Joint Venture proposal shall obtain the written approval of the Nevada State Contractors Board prior to submitting such a proposal.

2.4 The CMAR shall demonstrate to the satisfaction of the Owner that he has adequate previous experience in any work that he intends to self-perform and shall also provide evidence that his proposed cost for such work is lower than the other bids received for that work.

2.5 Prior to receiving or accepting any payment, each subcontractor must have a valid Nevada business license, pursuant to Nevada Revised Statutes Section 338.072.

SECTION 3 PREPARATION OF GMP PROPOSAL

3.1 The CMAR is solely responsible for the proper, complete, and accurate preparation of his GMP Proposal. The failure of the CMAR to comply with these CMAR GMP Proposal Instructions, or with the requirements of the other Contract Documents may result in the rejection of the GMP Proposal by the Owner.

3.2 The CMAR shall submit a complete, itemized and detailed list of all General Conditions consistent with their Fee Proposal with the submission of their GMP Proposal.

3.3 The GMP Proposal shall be submitted on the GMP Proposal Form provided by the Owner.

3.4 Where indicated on the GMP Proposal Form the CMAR shall:

A. Print or type his name and address.

B. List the number of each Addendum received and acknowledged.

C. Clearly and legibly print or type the amount of the Guaranteed Maximum Price.

D. Sign and date the GMP Proposal Form. Print or type the title of the authorized representative(s) signing the form. The signature(s) must be of an authorized officer of the firm. Refer to Section 5 (Joint Venture) regarding joint venture proposals.

E. The CMAR shall submit a printed or typed list naming each subcontractor who will provide labor or a portion of the Work to the CMAR and a description of the portion of the Work which each subcontractor named in the GMP Proposal will complete, with an estimated value of at least 1% of the total cost of the public work or $50,000, whichever is greater, and the number of the license issued to the subcontractor by the Nevada State Contractors Board. The CMAR shall also list any portion of the work with an estimated value of at least 1% of the total cost of the public work or $50,000, whichever is greater, that the CMAR intends to self-perform.

F. On projects with an estimated construction cost of $25,000,000 or greater the CMAR shall submit a printed or typed list naming each first tier subcontractor who will provide labor or a portion of the Work to the CMAR and a description of the portion of the Work which each subcontractor named in the GMP Proposal will complete, for which he will be paid an amount exceeding 1% of the CMAR's total GMP or $250,000, whichever is greater, and the number of the license issued to the subcontractor by the Nevada State Contractors Board. The CMAR shall also list any portion of the work exceeding 1% of the GMP or $250,000, whichever is greater, that the CMAR intends to self-perform.

G. The CMAR shall not substitute a subcontractor who is named in the GMP Proposal, unless such substitution complies with Nevada Revised Statutes Section 338.16995.

3.5 Within 10 working days after the bid opening, the CMAR shall submit a complete list of the subcontractors with a scope of work with an estimated value that is at least 1% of the total cost of the public work or $50,000 whichever is greater. Within 15 working days after the bid opening the CMAR shall submit the GMP Proposal. See Article 4 in the Owner-CMAR Pre-Construction Agreement for additional information and requirements related to submission of the GMP Proposal and list of subcontractors.

3.6 The GMP shall be based on providing the materials and equipment specified in the Contract Documents. The determination of whether material or equipment is equal to that specified is the responsibility of the Architect or Engineer, and the CMAR agrees to abide with his decision if his GMP Proposal is accepted. The CMAR shall not prepare a GMP Proposal in anticipation of substitutions to specified materials or equipment being accepted.

3.7 Materials and equipment for which there is no installation procedure noted in the Contract Documents shall be installed in conformance with the manufacturer's written instructions.

3.8 The CMAR may request interpretations or clarifications of the 100% Construction Documents at any time prior to seventy-two hours before the GMP Delivery Time by making a written request to the Architect, who may then issue a written addenda to the CMAR prior to the stipulated GMP Proposal Delivery Time. No interpretation, clarification, or change in the 100% Construction Documents will be binding on the Owner unless it is included in an Addendum. It is the sole responsibility of the CMAR to ensure that he has received all Addenda issued, and he shall acknowledge his receipt of each Addenda on the GMP Proposal Form.

3.9 The CMAR shall be solely responsible to inform himself fully of all conditions relating to the Contract Documents and the Work prior to submitting his GMP Proposal.

3.10 All applicable State laws, ordinances, and the rules and regulations of local and State authorities having jurisdiction over the Work, shall apply to the Work as if repeated in full in the Contract Documents. The CMAR's attention is directed to those portions of the Contract Documents which govern insurance, wage rates, allowances, equal employment opportunity, inspection and testing of materials, liquidated damages, and contract time.

3.11 Prevailing wage rates as established by the Office of the Nevada Labor Commissioner shall be paid on this Project. The applicable wage rates must be posted at the site of the Project in a place generally visible to the workmen.

SECTION 4 JOINT VENTURE

4.1 In the event that a GMP Proposal is made by two or more firms as a joint venture, such proposals shall be submitted in strict accordance with Nevada Revised Statutes Section 624. State Contractor License Law, and the Rules and Regulations of the State Contractors Board.

4.2 All proposals submitted as a joint venture must be signed by an authorized officer of each firm to the joint venture and shall include the Nevada State Contractors license number of each party to the joint venture.

SECTION 5 SUBMISSION OF GMP PROPOSAL

5.1 The GMP Proposal shall consist of the properly completed GMP Proposal Form and the required Subcontractor list.

5.2 In submitting a GMP Proposal, the CMAR represents that:

A. He has carefully checked the GMP Proposal, and will enter into the Owner-CMAR Construction Agreement in accordance with its terms and conditions and in accordance with the terms and conditions of the other Contract Documents.

B. The GMP Proposal is genuine and not a sham or collusive bid, or made in the interest or on behalf of any person other than the CMAR.

C. He has read and understands the Contract Documents, and is thoroughly familiar with all requirements of the Work.

D. He has informed himself fully of the conditions relating to the construction of the Project. Failure to do so will not relieve the CMAR of his obligation to furnish all material and labor necessary to carry out the Work in accordance with the Contract Documents.

E. He has informed himself fully that his Nevada State Contractors License is acceptable to the Nevada State Contractors Board for the type of work covered by the GMP Proposal.

5.3 The right is reserved by the Owner to reject the GMP Proposal should it be deemed not to be best for the interest of the State of Nevada.

SECTION 6 PRINTING OF DOCUMENTS FOR CMAR'S USE

6.1 The CMAR will be responsible for all costs associated with printing and distributing sets of the documents for his use and for the use of all subcontractors and suppliers. Determining the appropriate number of sets will be the CMAR's responsibility (to ensure appropriate distribution as required for successful completion of the work). The electronic files (in pdf file format) will either be the documents originally posted on the Quest website, or in some cases may be updated or conformed documents provided by the Architect that include addendum items and/or negotiated scope items.