



REQUEST FOR PROPOSAL

Design Assist/CMAR

Foundation for Recovery Remodel

4800 Alpine Place
Suite 12
Las Vegas, Nevada 89107

August 12, 2024

CONFIDENTIALITY

This Request for Proposal ("RFP") contains material which is confidential to Foundation for Recovery and its related affiliates. The recipient shall not disclose any of the information contained in this RFP without previous written approval from Foundation for Recovery. This confidentiality extends to all sub-consultants, vendors and suppliers which the recipient may contact related to its response to this RFP.

DEADLINE

Proposals shall be received no later than 3:00 PM PST on August 26, 2024

- 1) Proposals can be submitted in hard copy to: 6841 S. Eastern Ave. Suite 103 Las Vegas, NV 89119
- 2) By email to: sam@civitas-usa.com.

I. INTRODUCTION

Foundation for Recovery is Nevada’s statewide Recovery Community Organization – a community nonprofit led by volunteers and staff in recovery from mental health and substance use disorders. Together they support people and families struggling and create a sense of community among those of us with lived experience.

The project is anticipated to start construction 4th quarter 2024 and is being designed by NOVUS Architecture of Las Vegas.

II. PROJECT SUMMARY

The project is located at 4800 Alpine Pl #12 in Las Vegas, Nevada 89108. The Foundation for Recovery is renovating approximately 7,000 SF of a second-floor space in an existing building which was constructed in 1996. The Assessor Parcel Number is 138-36-802-009. The jurisdiction is within The City of Las Vegas. Approved Zoning is Limited Commercial (C-1). The Site Area is 0.78 acres. The Owner's building program includes general tenant improvements of approximately 7,000 SF of space (mostly new finishes and updated lighting fixtures), add lighting, update ceiling fans to existing breezeway/corridor, add washer/dryer, expand Café area (warming only – no hood).

III. SCHEDULE

The following dates identify anticipated Milestones:

- | | | |
|----|-------------------------------|-----------------------|
| 1. | RFP Issued to Contractors | August 12, 2024 |
| 2. | RFP questions due by: | August 16, 2024 |
| 3. | RFP Responses by: | August 21, 2024 |
| 6. | RFP Proposals Due Back: | August 26, 2024– 3pm |
| 7. | Contractor Interviews: | Week of September 9th |
| 8. | General Contractor Selection: | Week of September 9th |

IV. EXHIBITS

Exhibit	A	Instructions to Proposer
Exhibit	B	Proposal Forms
Exhibit	C	Description of Work
Exhibit	D	Anticipated CMAR/Design Assist Contractor engagement
Exhibit	E	Conceptual design, site plans and renderings
Exhibit	F	Anticipated form of Agreements (Preconstruction Agreement and AIA Documents)
Exhibit	G	Contractor's Indemnity and Insurance requirements

END OF SECTION

EXHIBIT A

INSTRUCTIONS TO PROPOSER

I. CONTENT OF SUBMITTAL

The Proposer shall provide a comprehensive, concise submittal electronically, comprised of the following:

1. Proposal Forms, Exhibit B.
2. Qualifications and Exclusions
3. Provide a narrative of the General Contractor's pre-construction process
4. Proposed Team that will be responsible to execute and manage Construction Project and Resumes of each assigned team member. Show this in an Organization Chart the "chain of command". Team resumes to include experience on similar projects and client references for each project.
5. A statement of your current and anticipated workload and commitment that proposed staffing will be utilized for the Memorial through its completion and closeout should the project be awarded to you. No substitutions of staffing will be permitted without prior written approval.
6. List of completed projects of similar size and scope with Owner references.

II. SUBMITTAL AND REVIEW PROCESS

The proposal shall be addressed to the OWNER:

Foundation for Recovery
4800 Alpine Place, Suite 12
Las Vegas, NV 89107
APN# 138-36-802-009

Submit one (1) electronic PDF and one (2) unbound hard copies:

(Hard Copy and Electronic)

Sam Nicholson
6841 S. Eastern Ave, Suite 103
Las Vegas, NV 89119
702-492-5330
Sam@Civitas-USA.com

After a review of responses to this RFP, the most responsive and qualified Proposer(s) will be contacted for an interview or engaged in a discussion regarding services requested herein.

III. RECEIPT OF PROPOSAL

1. Owner's representative invites Proposals, on the Proposal Form provided in Exhibit B, for the Work as described in the Documents:
 - a. "Documents" (as used hereinafter) shall be defined as the sum of the Contract Documents and the "Proposal Requirements" as included herein.
 - b. All blanks of the Proposal Form **must** be appropriately filled in or completed with "N/A".
2. Proposer acknowledges Owner's and Owners Representative's right to:
 - a. Reject any or all Proposals, in whole or in part.
 - b. Waive any informality or irregularity in the Proposals.
3. Contractor shall warrant and guarantee its proposal without modification or withdrawal for 60 days.

IV. AWARD / EXECUTION OF CONTRACT

1. At their sole discretion, Owner reserves the right to award Contract to the most qualified General Contracting/CMAR firm.
2. No work will commence until an Agreement is signed and/or Notice to Proceed ("NTP") is issued. If Contractor does not execute and return Agreement within the allotted time frame, Owner reserves the right to unilaterally withdraw its offer of award and enter into a Agreement with another proposer, at its sole discretion. Should Owner not elect to exercise such right, Contractor will be responsible for any costs or delays which result from its failure to promptly execute and return the Agreement.
3. All Addenda and pre-award negotiations will be incorporated into the Contract Documents prior to Owners Representative's issuance of the Contract.

END OF SECTION

EXHIBIT B
PROPOSAL FORM

Proposal Submitted by: _____

Hereinafter called "Proposer" _____

Organized and existing under the Laws of the State of _____

Doing business as _____

Contractor License # (s) _____

The Proposer, in response to your Request for Proposal, dated July 22, 2024 for the referenced Work, having thoroughly reviewed the Proposal Documents, and being familiar with all of the conditions surrounding the construction of the proposed Work, including the availability of materials and labor, offers to furnish all services necessary to complete the Work stated herein.

The Proposer agrees that the Owner/Owners Representative reserves the right to reject any or all Proposals, in whole or in part, and to waive any informality or irregularity therein. The Proposer agrees that its Proposal may not be withdrawn for a period of 60 calendar days after the Deadline for the Receipt of Proposals.

Upon notification of the award of Contract, the Proposer agrees to execute a Contract in the form of the sample provided in the Proposal Documents.

Identify appropriate business form: corporation, partnership, individual or other _____.

Proposer acknowledges receipt of the following **Addenda** (if none received state "none received").

_____ Date: _____ Acknowledged: _____

_____ Date: _____ Acknowledged: _____

The Proposer will enter all Fee amounts in words and in numbers. In the event of a discrepancy, the words will be considered binding.

A. FEE PROPOSAL:

1. GC Fee percentage for the Work:
_____ %
2. GC Fee Percentage on Change Orders
_____ %
3. Insurance Rate: (based on a percentage of the cost of Work)
_____ %
4. Payroll Burden Rate for Project Management Staff (Based on percentage of payroll cost)
_____ %

B. Insurance:

Proposer warrants that it has reviewed in detail with its insurance carrier the insurance requirements set forth in the General Conditions of the Contract for Construction (see attached Exhibit G). Proposer shall mark one of the following statements:

Proposer can and will provide Owner with an insurance certificate which will demonstrate full compliance with the minimum requirements of the General Conditions of the Contract for Construction.

Proposer cannot provide the above. Proposer shall describe below the reasons why it cannot comply with Owner Representative's insurance requirements.

C. Qualifications and Exceptions:

Exceptions taken by Proposer to any of the terms of the Request for Proposal document, and if taken, such exceptions will be an important consideration during evaluation of proposals and award of Contract.

Proposer shall mark below as applies to its Proposal:

Proposer has attached list of qualifications.

Proposer has attached a list of exceptions.

Proposer takes no exceptions.

D. Required Attachments:

Proposer shall include all documents, forms & data as described in Exhibit A: Instruction to Proposer. This includes, but is not limited to:

- **Exhibit B – Proposal Form**
- **Qualifications and Exclusions**
- **Proposed Team including Resumes of all Team Members and their role on this project (Subject to penalties if proposed team in proposal is changed)**
- **Statement of Ability to Complete the Work based on current workload**

Failure to provide all documents could exclude Proposer from award.

Proposers Full Corporate Name: _____

Proposers Contractor's License No. (State of Nevada): _____

Proposers Address: _____

Contact: _____ Phone: _____

Respectfully Submitted,

Contractor: _____

Authorized Signature: _____

Name: _____ Date: _____

Title: _____

EXHIBIT C

DESCRIPTION OF WORK:

The Design Assist Construction Manager (also referred to as the Contractor) shall assist the Owner and Architect in the pricing analysis of each of the major components of the Project, including but not limited to proposed cost reduction proposals (Value Engineering), constructability reviews, assisting the Owner in determining the best methods of cleaning and maintaining each of the element of the project for use by the operator/curator after completion. The intent of this work occurs between the completion of the Design Development documents and the permit ready Construction Documents to assist the designers and Owner in maintaining the Owner's budget allocated for the project

The Work consists of elements of the roughly 7,000 sf remodel as illustrated in the Design Development documents attached to this Request for Proposal. This work includes but is not limited to the following:

- Miscellaneous upgrades to interior finishes and minor reconfiguration to accommodate reprogramming of the existing interior build-out.
- Funding sources do not require David-Bacon or Prevailing requirements.
- Assisting the Owner and Designers in programming and designing the space to fit a budget allocation which requires a strong pre-construction effort.
- Depending on the selection of the General Contractor, the Owner reserves the right to request a Payment and Performance Bond for the project but is not required by the funding source.
- Selected General Contractor to work with the Owner in sourcing possible opportunities for donated materials or labor for the project to benefit the non-profit.
- Project is considered to be sales-tax exempt and selected Contractor will work with the Owner in the issuance of Owner Purchase Orders on materials and payment disbursements to preclude the payment of Sales Tax.

END OF SECTION

EXHIBIT D

Anticipated CMAR/Design Assist Contractor Engagement

The engagement with the selected Design Assist/CMAR (Construction Manager at Risk and also referred to as the Contractor) shall include the following:

- 1) Preconstruction services starting with the Design Development Drawings to assist in developing a final scope of Work that does not exceed the Owner program budget.
- 2) Establishment of a final contract value that matches the permit Construction Documents and fits within the Owner's budget. The establishment of the final price to be fully transparent with the Owner and its representative(s) before establishing that value into a stipulated lump sum agreement.
- 3) The costs of the design assist preconstruction service shall be deferred and included in the cost of the final construction pricing as mutually agreed by the Construction Manager and Owner.
- 4) If the CMAR and Owner cannot agree to a final pricing within 30 days of final design documents, the Owner reserves the right to bid the services or select another CMAR for such services. At such time, the preconstruction services amount will be paid for the work completed.
- 5) If both parties agree with the terms of the agreement, schedule and pricing, it is the intent of the Owner to enter into a modified final A101 and A201 construction agreement with the selected CMAR for the project.

END OF SECTION

EXHIBIT E

(Egnyte URL Link Attachment)

<https://civitas.egnyte.com/fl/1SLoPddPa9>

END OF SECTION

EXHIBIT F

Sample Contract for Construction

It is anticipated the Owner and selected General Contractor will enter into a modified AIA A101 (Lump Sum Agreement) and A201 form of agreement mutually acceptable to both parties.

In the event the parties fail to reach a mutual agreeable form of agreement, the owner reserves the right to pay the Contractor for services rendered to date and select an alternate contractor to complete the project.

The contractor acknowledges the indemnity and insurance requirement in Exhibit G as part of the proposal process.

END OF SECTION

EXHIBIT G

Contractors Indemnity and Insurance requirements

ARTICLE 1.0

INDEMNIFICATION

- 1.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and their agents from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Contractor's Work or work of the Subcontractors hired by the Contractor, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, cause in whole or in part by negligent acts or omissions of the Contractor, Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. . Such an obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in the ARTICLE 1.0.
- 1.2 In claims against any person or entity indemnified under this ARTICLE 1.0 by an employee of the Contractor, the Subcontractors and any Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this ARTICLE 1.0 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Subcontractors or Sub-subcontractors under Workers' or Workmen's Compensation Acts or other employee benefit acts.
- 1.3 The obligations of the Contractor under this ARTICLE 1.0 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawing, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving of or the failure to give directions or instruction by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.
- 1.4 Contractor waives all rights against Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent that these damages are covered by Commercial General Liability Umbrella liability, business auto liability or workers compensation and employers' liability maintained per insurance requirements stated below.

ARTICLE 2.0

INSURANCE REQUIREMENTS

- 2.1 The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

Commercial General Liability - including	\$1,000,000 Each Occurrence
Contractual Liability	\$2,000,000 Aggregate
Workers' Compensation and Employers Liability	\$1,000,000 Each Employee
Business Automobile, Including HNOA	\$1,000,000 CSL per Accident
Umbrella Liability	\$5,000,000
Professional Liability Insurance	\$1,000,000 **

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** Professional Liability will be required by the designer or subcontractor of any work involved with a design/build trades or portions of the work involving deferred submittals. The firm holding this coverage will be bound by the same terms of the agreement and shall name the additional insured as required by the Owner & Contractor Agreement.

The Owner, their agents, officers, directors and employees are to be named as an additional insured on a primary, non-contributory basis to the Contractor's Comprehensive General Liability using appropriate ISO forms that include Premises Operations Liability, Contractual Liability, Advertising and Personal Injury Liability and Products/Completed Operations Liability, with Completed Operations Additional Insured status (CG2010 or CG2037) or by using a company specific endorsement that provides equivalent protection. The owner, their agents, officers, directors and employees shall be named as additional insured under all Comprehensive General Liability policies of subcontractors hired by the Contractor. Contractor shall provide waiver of subrogation for Owners and their agents by endorsement to the GL policy.

- 2.2 Coverage written on an occurrence basis shall be maintained without interruption from date of commencement of all contractor's work until expiration of the applicable statute of limitations relating to latent defect in construction of or improvement to real property of the state in which the work is performed.
- 2.3 Certificates of Insurance shall be filed with the Owner prior to commencement of the Contractor and all subcontractor's work. The certificates and insurance policies required by Article 2 shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Contractor with reasonable promptness according to the Contractor's information and belief.
- 2.4 Waivers of Subrogation. The Contractor and Subcontractor waive all rights against the owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance provided under the Contract or other property insurance applicable to the Work except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. If possible, the policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

END OF SECTION