

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest
District General Manager

FROM: Nathan Chorey, P.E.
Engineering Manager

SUBJECT: Review, discuss and possibly approve a Construction Manager-At-Risk Pre-Construction Services Contract for Effluent Export Pipeline - Project 2524SS1010 and Effluent Pond Lining Project 2599SS2010; Fund: Utilities; Division: Sewer; Vendor: Granite Construction; Amount: \$369,218.

DATE: January 20, 2021

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Authorize Construction Manager-At-Risk Pre-Construction Services Contract for Effluent Export Pipeline - Project 2524SS1010 and Pond Lining Project 2599SS2010; Fund: Utilities; Division: Sewer; Vendor: Granite Construction; Amount: \$369,218.
2. Authorize Staff to execute the contract documents.

II. DISTRICT STRATEGIC PLAN

Long Range Principle 5 – Assets and Infrastructure – The District will practice perpetual asset renewal, replacement, and improvement to provide safe and superior long term utility services and recreation activities.

- The District will maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.
- The District will maintain, procure, and construct District assets to ensure safe and accessible operations for the public and the District’s workforce.

III. BACKGROUND

District Staff provided a detailed Effluent Export Project update to the Board of Trustees on January 29, 2020. The immediate priority identified replacing all of the remaining Segment 3 pipeline (12,385 linear feet) and to make immediate repairs to the Segment

2 pipeline (17,314 linear feet) to extend its life. Additionally, IVGID’s current operating permit with the Nevada Department of Environmental Protection (NDEP) no longer allows the District to utilize the primary effluent storage basin due to it being unlined. IVGID identified the need to line the pond to allow for its use to store effluent.

At the February 26, 2020 Board of Trustees Meeting, design services scopes of work were presented to the Board to begin replacement of Segment 3 and line the effluent storage pond, neither scope of work was approved. The Board placed this project on hold pending the hiring of a Project Manager/Construction Manager-At-Risk (CMAR) to conduct a complete project review of the Effluent Export Project.

IV. BID RESULTS

The District publicly advertised this project for proposals for CMAR services consistent with the requirements of NRS 338.169. A non-mandatory project site walk was held on October 28, 2020 and attended by five (5) prime contractors. Two (2) proposal packages were received and opened on November 19, 2020. The two (2) respondents were interviewed and evaluated (consistent with the requirements of NRS 338.169) by a five (5) member panel on December 18, 2020. The five-member panel included IVGID Trustee Dent, the District’s General Manager, the Engineering Manager, the Utilities Superintendent, and the Utilities Specialist. The interview panel members scored the two (2) respondents based on the stated selection criteria; the results are presented below:

Evaluation Criteria	Granite Construction	Q&D Construction	Maximum Score
Certificate of Eligibility	5	5	5
Staff/Team Qualifications	28	24	30
Project Experience	26.8	25.6	30
Project Management Approach and Approach to Quality Control	19.2	14.2	20
Proposed Compensation	10	15	15
Overall Evaluation Score	89	83.8	100

Granite Construction was selected as the most qualified CMAR applicant. Granite Construction has worked on the effluent export pipeline in the past, most recently in 2017 replacing a total of 1,300 LF of pipe at 13 separate locations.

IV. FINANCIAL IMPACT AND BUDGET

The 2020-2021 CIP budget includes the Effluent Pipeline Project CIP 2524SS1010. A budget of \$1,900,000 is allocated for project design and construction services, see attached Effluent Pipeline Project – Data Sheet.

In July 2020, the Effluent Pond Lining Project CIP 2524SS2010 was created. No funds are included in the CIP Budget for this project, see attached Effluent Pond Lining Project – Data Sheet.

The Construction Manager-At-Risk Pre-Construction Services Contract being considered is for \$369,218. The scope of work includes providing pre-construction services on both the Effluent Pipeline Project and the Effluent Pond Lining Project but it will be entirely funded from the Effluent Pipeline Project CIP 2524SS1010. Granite Construction's invoices will clearly show an hourly reconciliation of time spent and costs incurred on each task and project. Invoicing in this manner will allow cost occurred to be attributed to each respective project at a future date.

V. ALTERNATIVES

None proposed.

VI. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

Attachments:

- Effluent Pipeline Project – Data Sheet
- Effluent Pond Lining Project – Data Sheet
- Construction Manager-At-Risk Pre-Construction Agreement which includes:
 - Granite Construction Scope of Work
 - Schedule of Manhours



Project Summary

Project Number:	2524SS1010
Title:	Effluent Pipeline Project
Project Type:	B - Major Projects - Existing Facilities
Division:	24 - Transmission
Budget Year:	2021
Finance Option:	
Asset Type:	SS - Sewer System
Active:	Yes

Project Description				
The Effluent Pipeline Project will be a multi-year pipe replacement project. The immediate priority is to replace all of the remaining Segment 3 pipeline (12,385 linear feet) and to make immediate repairs to the Segment 2 pipeline (17,314 linear feet) to extend its life and avoid future leaks. The project timeline is to accomplish this over multiple construction seasons. TRPA and NDOT permits typically prohibit SR 28 traffic control delays from July 1 to September 5. This limits construction to May, June and Sept 6 to Oct 15. The replacement of Segment 3 would occur over two construction seasons. Replacing segment 2 would require 3 construction seasons. Repairs to segment 2 could be accomplished with a segment 3 construction phase.				
Project Internal Staff				
The engineering division will support this project. Outside consultants will be used for design and management. The project will be publicly advertised in accordance with NRS 338.				
Project Justification				
The District currently owns, operates and maintains a 21-mile pipeline that exports treated wastewater effluent out of the Lake Tahoe Basin. This pipeline was installed in 1970 as part of the regional effort to protect Lake Tahoe's water quality by requiring all wastewater effluent to be exported out of the basin. Within the Tahoe Basin, this pipe is divided into three segments. Segment 1 is the low-pressure supply pipe to the pump station near Sand Harbor. Segment 2 is the welded steel high-pressure discharge pipe exiting the pump station. Segment 3 is the remaining low pressure jointed steel transmission pipeline within the Tahoe Basin running south to Spooner Summit. Segment 4 is the pipe that carries the effluent down the east side of the Carson Range from Spooner Summit to Hwy 395. Segment 5 is the pipeline that extends from HWY 395 to the bank of the Carson River. Segment 6 is the pipeline from the Carson River that delivers the effluent to the IVGID Wetlands Disposal Facility and was installed in 1983. A condition assessment completed on Segments 2 and 3 confirmed pipe deficiencies.				
Forecast				
Budget Year	Total Expense	Total Revenue	Difference	
2021				
Internal Services	100,000	0	100,000	
Project Design and Construction Costs	1,900,000	0	1,900,000	
Year Total	2,000,000	0	2,000,000	
2022				
Internal Services	100,000	0	100,000	
Project Design and Construction Costs	1,900,000	0	1,900,000	
Year Total	2,000,000	0	2,000,000	
2023				
Internal Services	100,000	0	100,000	
Project Design and Construction Costs	1,900,000	0	1,900,000	
Year Total	2,000,000	0	2,000,000	
2024				
Internal Services	100,000	0	100,000	
Project Design and Construction Costs	1,900,000	0	1,900,000	
Year Total	2,000,000	0	2,000,000	
2025				
Internal Services	100,000	0	100,000	
Project Design and Construction Costs	1,900,000	0	1,900,000	
Year Total	2,000,000	0	2,000,000	
	10,000,000	0	10,000,000	
Year Identified	Start Date	Est. Completion Date	Manager	Project Partner

2012	Jul 1, 2020	Jun 30, 2025	Engineering Manager	
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Project Summary

Project Number:	2599SS2010
Title:	Effluent Pond Lining Project
Project Type:	D - Capital Improvement - Existing Facilities
Division:	99 - General Administration - Sewer
Budget Year:	2022
Finance Options:	
Asset Type:	SS - Sewer System
Active:	Yes

Project Description				
Line the 2.4 million gallon effluent storage pond at the Water Resource Recovery Facility (WRRF) with reinforced concrete or the combination of concrete and shotcrete lining as recommended in the WRRF Effluent Storage Alternative Analysis Memorandum, prepared by Jacobs Engineering, dated September 2018.				
Project Internal Staff				
The engineering division will support this project. Outside consultants will be used for design and management. The project will be publicly advertised in accordance with NRS 338.				
Project Justification				
The effluent pond is a 2.4 million gallon effluent storage basin located directly adjacent to the Water Resource Recovery Facility (WRRF). This storage basin was designed to provide automated and passive back-up effluent storage in the event the Plant's 500,000-gallon effluent storage tank fills to capacity. As a condition of IVGID's current operating permit with the Nevada Department of Environmental Protection (NDEP), IVGID is no longer permitted to utilize this storage basin for effluent storage due to it being unlined. Lining the pond will allow IVGID to return the pond into the operating plan with NDEP and provide greater protection to Lake Tahoe.				
Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2020	Jul 1, 2020	Jun 30, 2023	Engineering Manager	



**INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT**

**2021 EFFLUENT EXPORT PIPELINE AND
POND LINING PROJECT**

**CMAR PRE-CONSTRUCTION SERVICES
CONTRACT DOCUMENTS**

GRANITE CONSTRUCTION COMPANY

OWNER - CMAR PRE-CONSTRUCTION SERVICES AGREEMENT

This AGREEMENT is made as of [DATE] by and between the **Incline Village General Improvement District** (hereinafter referred to as "Owner" or "IVGID"), and **Granite Construction Company**, the Construction Manager at Risk, hereinafter referred to as "CMAR":

ARTICLE 1 – CMAR PRE-CONSTRUCTION SERVICES OVERVIEW

In consideration of the mutual covenants and conditions provided herein, the Owner does hereby employ the CMAR to perform Pre-Construction Services as defined in Article 4 below, and the CMAR agrees to perform such services for the referenced project:

Project Identification

- Project Name: 2021 Effluent Export Pipeline and Pond Lining Project ("Project")
- CONTRACT NUMBER: 2524SS1010
- PWP NUMBER: WA-2021-036

ARTICLE 2 – CMAR PRE-CONSTRUCTION SERVICES FEE

For furnishing all labor, materials, equipment, tools and services, and for doing everything required for the Pre-Construction Services and otherwise by this Agreement including, but not limited to, providing the required Guaranteed Maximum Price Proposal, the Owner will pay and the CMAR shall receive as full compensation therefore, a total sum not to exceed, to be billed on a time and materials basis as set forth Article 6, of **Three Hundred Sixty-Nine Thousand, Two Hundred and Eighteen Dollars (\$369,218.00)**. In addition to such total not-to-exceed amount, the amount billed for each Task shall not exceed the amount identified in ATTACHMENT A, incorporated by this reference.

ARTICLE 3 – PERIODS OF SERVICE

Time is of the essence in the performance of this Agreement and the CMAR agrees to complete all Pre-Construction services and work within a time schedule to be established and agreed upon by the CMAR, design engineer and District at a future date.

ARTICLE 4 – PRE-CONSTRUCTION SCOPE OF WORK

CMAR shall provide the Pre-Construction Services which are described in ATTACHMENT A and identified by discrete tasks (each a "Task").

ARTICLE 5 – NEVADA LAW

The CMAR agrees to all terms and conditions of the Nevada Revised Statutes (NRS) and the Nevada Administrative Code (NAC) as may apply to this Agreement and to the work performed under this Agreement and agrees to comply with all such applicable portions of the NRS and the NAC. Contractor specifically acknowledges that this contract is subject to the provisions of NRS 338.1685 through NRS 338.16995, as applicable.

ARTICLE 6 – PRE-CONSTRUCTION PAYMENT SCHEDULE

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.

CMAR shall submit invoices no more than once a month, billing for time and materials based on the labor rates included in the Schedule of Manhours and Prices set forth in ATTACHMENT A. Invoices shall clearly show an hourly reconciliation of time spent and costs incurred on each Task, and include original Task amount, fees previously billed, and amount remaining. CMAR shall not request or receive payment for any postage, copying, travel or other direct or indirect costs except as expressly identified in ATTACHMENT A. Invoices shall be sent to invoices@ivgid.org with a copy to rlr@ivgid.org.

ARTICLE 7 – CONTRACT EXECUTION

Execution of this Agreement by each party shall constitute the representation by each party that CMAR has examined the contents of all the referenced documents listed above, that CMAR has read and understands the same, and specifically agrees to be bound thereby.

ARTICLE 8 – DISPUTE RESOLUTION

This Agreement 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 the Agreement shall be brought in a court located in Washoe County, Nevada.

This Agreement to engage in alternate dispute resolution (“ADR”) pursuant to NRS 338.150 and any other Agreement or consent to engage in ADR entered into in accordance herewith as provided in this Article 8 will be specifically enforceable under the prevailing Nevada law in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. Any dispute arising under this contract will be sent to mediation. Any mediation shall occur in Incline Village, Washoe County, Nevada. The mediation shall be conducted through the American Arbitration Association (AAA) and be governed by the AAA’s Mediation Procedures.

The mediator is authorized to conduct separate or ex parte meetings and other communications with the parties and/or their representatives, before, during and after any scheduled mediation conference. Such communications may be conducted via telephone, in writing, via email, online, in person or otherwise.

Owner and CMAR are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memorandum on all pertinent issues. The mediator does not have the authority to impose a settlement on the parties but such mediator will attempt to help Owner and CMAR reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may make oral or written recommendations for settlement to a party privately, or if the parties agree, to all parties jointly.

Owner and CMAR shall participate in the mediation process in good faith. The mediation process shall be concluded within sixty (60) days of a mediator being assigned.

In the event of a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the parties, for a period of time, in an ongoing effort to facilitate a complete settlement. Any settlement agreed upon during mediation shall become binding if within thirty (30) days after the date that any settlement agreement is signed, either the Owner or CMAR fails to object or withdraw from the agreement. If mediation shall be unsuccessful, either

Owner or CMAR may then initiate judicial proceedings by filing suit. Owner and CMAR will share the cost of mediation equally unless agreed otherwise.

ARTICLE 9 - INDEMNIFICATION

- A. Indemnification of Owner by CMAR: CMAR agrees to indemnify and hold Owner and each of its officers, employees, agents, and representatives harmless from any claims, damage, liability, or costs (including reasonable attorneys' fees and costs of defense) stemming from this project to the extent such claims, damage, liability, or costs are caused by CMAR's negligent acts, errors or omissions or by the negligent acts, errors, or omissions of CMARS, subcontractors, agents, or anyone acting on behalf of or at the direction of CMAR. However, in no event shall CMAR be required to indemnify Owner for claims, damages, loss or expenses arising out of the Owner's sole negligence.
- B. CMAR's obligation to hold harmless and indemnify Owner shall include reimbursement to Owner of the loss of personnel productivity, incurred as a result of that defense. Reimbursement for the time spent by Owner's personnel shall be charged to CMAR at the then-current rate charged for such services by the private sector.
- E. In addition, nothing herein shall prevent Owner or CMAR from relying upon any Nevada statute or case law that protects Owner or CMAR with respect to liability or damages. This Provision shall survive the termination, cancellation, or expiration of the Agreement.

ARTICLE 10 – OWNER'S REPRESENTATIVE / ENGINEER

Nathan Chorey, Engineering Manager, npc@ivgid.org, 775-832-1327, shall be the designated Owner's Representative during the Pre-Construction Services period.

ARTICLE 11 - INSURANCE

Prior to proceeding with the Pre-Construction Services, CMAR shall submit proof of general liability insurance in the amount of each Occurrence/Incident/Claim of one-million dollars (\$1,000,000) and in Aggregate of two-million dollars (\$2,000,000). The insurance shall cover the period of this Agreement.

Business Auto insurance is required for any work performed by CMAR on property owned by IVGID (including, but not limited to, meetings with Owner and job site visits). CMAR's insurance shall cover the CMAR for those sources of liability which would be covered by the latest occurrence form edition of the standard Business Auto Policy, including coverage for liability contractually assumed, as filed for use in the State of Nevada by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall be provided for owned, non-owned and hired autos used in connection with this Agreement, with the minimum Combined Single Limit (CSL) of \$1,000,000. CMAR's policy shall be endorsed to include the following language: "The Incline Village General Improvement District shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including autos owned, leased, hired, or borrowed by CMAR."

The certificates of general liability insurance must list the "Incline Village General Improvement District" as additional insured and include a waiver of subrogation against IVGID. The Parties acknowledge and agree that the fee paid to CMAR under this Agreement accounts for any costs CMAR may incur in naming Owner as an additional insured under such policy. The certificates shall include the Project/contract number and name, and shall be filed with Owner evidencing the required coverage. The certificates shall include a thirty (30) calendar day written notice to Owner in the event of cancellation or material alteration of the coverage.

The certificates shall also state that any coverage afforded the certificate holder shall apply as primary and not excess to any insurance issued in the name of the certificate holder. The certificates shall be filed with Owner within ten (10) calendar days after execution of the Agreement and prior to commencing any Pre-Construction Services.

CMAR shall provide its employees worker's compensation insurance as required by NRS Chapter 616A and 617. A certificate evidencing coverage shall be filed with Owner within (10) calendar days after execution of the Agreement and prior to commencing any pre-construction services.

Owner is not liable for the payment of any premiums, deductible or any assessments on any insurance policies purchased by CMAR.

The Owner, at its option, may purchase and maintain such insurance as will protect the Owner against claims that may arise from operations under the contract documents.

ARTICLE 12 – ASSIGNMENT OF CONTRACT

The CMAR shall not assign, transfer, or delegate any rights, obligations, monies or duties under this Agreement without the prior written consent of the Owner.

ARTICLE 13 – MODIFICATIONS TO CONTRACT / TERMINATION

This Agreement constitutes the entire agreement between the parties and may be modified only by a written amendment executed by the parties.

The Owner, specifically reserves the right at any time to terminate this Agreement without cause upon seven (7) calendar days' written notice of termination. Upon termination, for other than a breach of this Agreement by the CMAR, the Owner shall make payments to the CMAR as a ratable percentage of the amount of work effort that the CMAR has expended in Current Task (refer to Article 6) versus the total amount of work effort reasonably anticipated as required to obtain task completion for Current Task as of the time of the notice of termination. The making of such payments by the Owner shall constitute a complete release of all the responsibilities of the Owner under the terms of this Agreement. The CMAR waives any and all claims for overhead and profit on the services or work remaining at the time of termination. Otherwise, payment is due and payable at completion of Current Task per Article 6.

ARTICLE 14 – OWNERSHIP OF DOCUMENTS

Any sketches, reports, studies, photographs, negatives, or other documents prepared by the CMAR in the performance of his obligations under this Agreement 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 Agreement. 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 Agreement, without the prior written consent of the Owner. Such instruments and copies shall not be used on any other project, and, with the exception of those sets that have been signed in connection with the execution of the agreement, shall be returned to the Owner on request upon completion of the Project.

ARTICLE 15 – EQUAL EMPLOYMENT AND NON-DISCRIMINATION

In connection with the performance of work under this Agreement, the CMAR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. Such agreement shall include, but not be 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 Agreement.

ARTICLE 16 – CMAR AS INDEPENDENT CONTRACTOR

The parties agree that the CMAR is an independent contractor and that this Agreement is entered into in accordance with Nevada Revised Statutes 284.173, which statute in pertinent part provides that the CMAR is not an IVGID employee and that the CMAR will not be entitled to any IVGID employee insurance or benefits.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

OWNER:
INCLINE VILLAGE G. I. D.
The undersigned has read, reviewed and approves this document:

CONTRACTOR:
GRANITE CONSTRUCTION COMPANY
Agreed to:

Joshua Nelson
District General Counsel

Date

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

Indra Winquest
IVGID General Manager

Date

If CONTRACTOR is a Corporation, attach evidence of authority to sign.

Agreed to:

Tim Callicrate, Chairman

Date

CONTRACTOR'S address for giving notice:

GRANITE CONSTRUCTION COMPANY
1900 Glendale Avenue
Sparks, Nevada 89431
775-352-1902

Sara Schmitz, Secretary

Date

OWNER'S address for giving notice:
INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1267- Engineering Div. Phone

ATTACHMENT A

IVGID EFFLUENT EXPORT PIPELINE & POND LINING PROJECT Scope of Work and Schedule of Manhours

BACKGROUND

As a result of ongoing leaks and previously completed condition analyses, Incline Village General Improvement District (IVGID, District, or Owner) proposes to repair or replace the existing effluent pipeline. The immediate priorities are (1) replace all of the remaining Segment 3 pipeline (12,385 linear feet) and (2) to make immediate repairs to the Segment 2 pipeline (17,314 linear feet). The project may include open cut replacement of the existing pipeline, trenchless technology, or a combination of pipeline rehabilitation techniques, based on need. In addition, IVGID's current operating permit with the Nevada Department of Environmental Protection (NDEP) no longer allows the District to utilize the primary effluent storage basin due to it being unlined. IVGID proposes to line the pond to allow for its use to store effluent, and make a number of operational improvements to facilitate draining and conveying the stored effluent.

Granite Construction, acting as the Construction Manager-at-Risk (CMAR), will perform comprehensive professional services throughout the duration of the design and permitting process of the project. At the end of the design process, CMAR will formalize a subcontractor bidding process, compliant with NRS 338, towards the development of a Guaranteed Maximum Price (GMP) proposal. The scope of these services include, but are not limited to:

TASKS:

- Task 1. Project Management (provided throughout project duration)
 - A. Participation in regularly scheduled Owner / Engineer / Contractor meetings.
 - B. Provide investigations and research toward risk identification and mitigation efforts.
 - C. Provide value engineering, cost reductions, and other value analysis as necessary / required.
 - D. Identify necessary pre-construction activities into design schedule, managed by Owner's Engineer.
 - E. Develop detailed construction schedule, approved by Owner, for bidding purposes.
 - i. Based on project specific and NRS requirements.
 - F. Permitting, permitting requirements and consultation
 - i. Nevada Department of Transportation
 - ii. Tahoe Regional Planning Agency
 - iii. Nevada Division of Environmental Protection
 - iv. Staging and lay down yard requirements

Task 2. Preliminary Evaluation and Memorandum

- A. Work collaboratively with IVGID to plan, attend, and actively participate in a Project Team kickoff workshop to be led by IVGID. This workshop may include discussion of the following activities:
 - i. Project expectations, goals, and objectives
 - ii. Roles and responsibilities
 - iii. Project status, permitting, funding, preliminary schedule, etc.
 - iv. Available Project Information review, relevant plans, documents, studies, videos, etc.
 - v. Required milestones and expectations
- B. Independent review and evaluation of existing background material provided by IVGID.
 - i. Identify areas where additional investigation may be necessary.
- C. Prepare Findings Memorandum to document findings and provide a recommendation on how to proceed. Findings Memorandum to include discussion on both aspects of the Project (effluent export pipeline and effluent pond lining).
- D. Attend IVGID Board of Trustees Meeting and be available for questions as necessary. IVGID to lead presentation and discuss.
- E. Participate in selection of Design Engineer(s)
 - i. Work with IVGID to develop selection criteria.
 - ii. Participate in interviews of up to three (3) engineering firms.

Task 3. 30% Design Phase

- A. Work collaboratively with IVGID and Engineer to plan, attend, and actively participate in a Design Kickoff workshop to be led by IVGID and Engineer. This meeting is to identify critical items that are required to allow the progress of design and permitting to occur on a fast track basis. This workshop may include discussion of the following activities:
 - i. Project expectations, goals, and objectives
 - ii. Roles and responsibilities
 - iii. Project status, permitting, funding, preliminary schedule, etc.
 - iv. Available Project Information review, relevant plans, documents, studies, videos, etc.
 - v. Alternative technologies and approaches
 - vi. Permitting requirements
 - vii. Required milestones and expectations
- B. Multiple budget verifications, schedule phasing analysis, constructability reviews, innovations, cost reductions, and risk mitigation throughout this phase.
- C. Preliminary cost estimates as needed to inform evaluation of pond lining alternatives.
- D. Preliminary cost estimates as needed to inform evaluation of cut and cover vs lining of existing pipeline.

- E. Develop preliminary schedule as needed to inform evaluation of pond lining alternatives.
- F. Develop preliminary schedule as needed to inform evaluation of cut and cover vs lining of existing pipeline.

Task 4. 60% Design Phase

- A. Initial Approach to Cost Meeting: Meeting with IVGID, third party cost estimator, and Engineer to set a baseline for production rate assumptions, and various other input standards for preparing and evaluating cost estimates and schedule impacts.
 - i. Open book cost estimating discussion
 - ii. Labor and equipment rate discussion
 - iii. Material and subcontractor estimates
 - iv. Material waste factors
 - v. Working hours and schedule assumptions
 - vi. Overhead and profit discussion
- B. Development of Subcontracting Plan: Develop subcontracting plan in accordance with NRS Chapter 338.
 - i. Identifying self-performed work and subcontracted work.
 - ii. Subcontractor prequalification and procurement process submittal.
 - iii. Subcontractor prequalification procurement schedule
 - iv. Subcontractor evaluation and selection process
 - v. DBE requirements and/or goals
- C. Opinion of Probable Construction Cost (OPCC):
 - i. Review and comment on 60% design documents
 - ii. 60% TC / Traffic Management Plan / Constructability Meeting
 - iii. Prepare 60% OPCC and revised schedule based on 60% Design documents.
 - iv. Attend meeting to review 60% OPCC and schedule.
 - v. Re-submit 60% OPCC reconciliation
 - vi. 60% Subcontractor Pre-Qualification Meeting #1
- D. Risk / Innovation Management Workshop:
 - i. 60% Plans - Identify Risks, cost impacts, probabilities, and schedule impacts.
 - ii. 60% Plans – Identify innovations and opportunities for cost and schedule savings.
 - iii. 60% Plans – Risks and Innovations - Assign tasks with follow ups.

Task 5. 90% Design

- A. Opinion of Probable Construction Cost (OPCC):
 - i. Review and comment on 90% design documents
 - ii. 90% TC / Traffic Management Plan / Constructability Meeting
 - iii. Prepare 90% OPCC and revised schedule based on 90% Design documents.

- iv. Attend meeting to review 90% OPCC and schedule.
 - v. Re-submit 90% OPCC reconciliation
 - vi. 90% Subcontractor Pre-Qualification Meeting #2
 - B. Risk / Innovation Management Workshop:
 - i. 90% Plans – Identify Risks, cost impacts, probabilities, and schedule impacts.
 - ii. 90% Plans – Identify innovations and opportunities for cost and schedule savings.
 - iii. 90% Plans – Risks and Innovations - Assign tasks with follow-ups.
- Task 6. Guaranteed Maximum Price (GMP) - Effluent Export Pipeline
- A. Prepare and submit 100% GMP for the Effluent Export Pipeline portion of the project.
 - i. Manage the subcontractor competitive bidding process through development of:
 - a. Request for Proposals
 - b. Bid Form
 - c. Trade Scopes of Work Narratives
 - d. Coordinate Site Walks, Pre-Bid Conferences, and Bid Openings
 - B. Detailed construction schedule
 - C. Attend IVGID Board of Trustees Meeting and be available for questions as necessary. IVGID to lead presentation and discuss.
- Task 7. Guaranteed Maximum Price (GMP) - Pond Lining:
- A. Prepare and submit 100% GMP for the Pond Lining portion of the project.
 - i. Manage the subcontractor competitive bidding process through development of:
 - a. Request for Proposals
 - b. Bid Form
 - c. Trade Scopes of Work Narratives
 - d. Coordinate Site Walks, Pre-Bid Conferences, and Bid Openings
 - B. Detailed construction schedule
 - C. Attend IVGID Board of Trustees Meeting and be available for questions as necessary. IVGID to lead presentation and discuss.

DELIVERABLES

- Task 2 - Findings Memorandum
- Task 4 – 60% OPCC and proposed construction schedule
- Task 5 – 90% OPCC and proposed construction schedule
- Task 6 – 100 % GMP Effluent Export Pipeline and construction schedule
- Task 7 – 100% GMP Pond Lining and construction schedule

Contract: IVGID 2021 Effluent Export Pipelin
 Consultant: Granite Construction
 Project Manager: John O'Day

1/20/2021

**SCHEDULE OF MANHOURS AND PRICES
 CMAR Preconstruction Services**

Fully Loaded Rate		\$158	\$169	\$129	\$184	\$160					
Tasks											
Name	John O'Day	Donavin Greenwell	Cody Cummings	Keith Oxner	Brian Considine						
Description	Project Manager	Superintendent	Scheduler	Tech Expert	Field Expert	Task Hours	Task Cost	Other Direct Costs	ODC Explanations	Comments	
Item No.	Task										
Task 1: Project Management											
	General Project Management					0	\$0				
	Owner/Engineer/Cont Design Meetings	64	64	64		192	\$29,184				
	Risk Identification & Mitigation	16	16	16		48	\$7,296				
	Update/Manage Preconstruction Schedule & Permitting Requirements	36		36		72	\$10,332				
Task 2: Preliminary Evaluation & Memo											
	Attend Kickoff Meeting/Partnering	8	8	8	8	8	\$6,400	\$0			
	Review Background Material & Memo	8	8	8	8	8	\$6,400				
Task 3: 30% Design Phase											
	Prepare for Design Kickoff Workshop	8		8		16	\$2,296				
	Attend Design Kickoff Workshop	8	8	8		32	\$4,928				
	Prepare Prelim Cost Estimate - Liner	20	16	20		56	\$8,444				
	Prepare Prelim Cost Estimate - Pipeline	20	8	20		56	\$8,372				
	Prepare Prelim Schedule-Liner & Pipeline	8		8	0	8	\$3,576	\$3,000	2 EE's x \$1,500 EA	Travel	
Task 4: 60% Design Phase											
	Prepare for Approach to Cost Meeting	8		8		16	\$2,296				
	Attend Initial Approach to Cost Meeting	8		8		16	\$2,296				
	Follow Up Assignments	8		8		16	\$2,296				
	Design Development / Risk Mitigation Action Items	16		16	8	16	\$8,624	\$3,000	2 EE's x \$1,500 EA	Travel	
60% Develop Subcontracting Plan											
	Develop Subcontracting Plan			40		40	\$5,160				
	Review/follow up	2		2		4	\$574				
60% Design - OPCC #1											
	Review Schematic Design	40	16	40	24	40	\$25,000	\$3,000	2 EE's x \$1,500 EA	Travel	
	Prepare/submit OPCC #1	40	8	40		88	\$12,832				
	Attend Schematic Design and OPCC #1 Review Meeting	8	8	8	8	40	\$6,400	\$3,000	2 EE's x \$1,500 EA	Travel	
60% Risk/Innovation Workshop #1											
	Prepare for Risk/Innovation Workshop	8	8	8		32	\$4,928				
	Attend Risk/Innovation Workshop	8	8	8	8	40	\$6,400				
	Risk / Innovation Tasks	16	16	16	8	64	\$10,048				
	Review/follow up	2	2	2		6	\$912				
Task 5: 90% Design Phase											
	Review Design Development	40	16	40	16	24	\$20,968				
	Prepare/submit OPCC #2	40	8	40		88	\$12,832				
	TC / TMP / Constructability Meeting 1	8	8	8		32	\$4,928				
	Attend OPCC #2 Review Meeting	8	8	8	8	40	\$6,400				
	Subcontractor Prequalification	16		40		56	\$7,688				

SCHEDULE OF MANHOURS AND PRICES

CMAR Preconstruction Services

Fully Loaded Rate										
Tasks	\$158	\$169	\$129	\$184	\$160					
Name	John O'Day	Donavin Greenwell	Cody Cummings	Keith Oxner	Brian Considine					
Description	Project Manager	Superintendent	Scheduler	Tech Expert	Field Expert	Task Hours	Task Cost	Other Direct Costs	ODC Explanations	Comments
90% Risk/Innovation Workshop #2										
Prepare for Risk/Innovation Workshop	8	8	8			24	\$3,648			
Attend Risk/Innovation Workshop	8	8	8	8	8	40	\$6,400			
Risk / Innovation Tasks	16	16	16	8		56	\$8,768			
Review/follow up	2	2	2			6	\$912			
Task:6 100% Liner Review / GMP										
Final Review 100% Liner Design	20	8	20	4	12	64	\$9,748			
Qty Takeoff Verification 100% Liner Plans	20	4	20			44	\$6,416			
Final TC / TMP / Constructability Meeting 2	4	4	4		4	16	\$2,464			
Attend Final 100% Review Meeting	4	4	4	4	4	20	\$3,200			
Prepare Final Risk/Innovation Workshop	4	4	4			12	\$1,824			
Attend Final Risk/Innovation Workshop	4	4	4	4	4	20	\$3,200			
Final Risk / Innovation Tasks	8	8	8	4		28	\$4,384			
Final Review/follow up	1	1	1			3	\$456			
Final Sub Solicitation & Selection	8		20			28	\$3,844			
100% Pond Liner GMP Submittal										
Prepare/Submit 100% GMP Liner&Schedule	32	8	32		8	80	\$11,816			
Review 100% GMP Pond & Schedule	8	8	8		8	32	\$4,928			
Task:7 100% Pipeline Review										
Review Design Development	20	8	20	4	12	64	\$9,748			
Qty Takeoff Verification 100% Pipeline Plans	20	4	20			44	\$6,416			
Final TC / TMP / Constructability Meeting 2	4	4	4		4	16	\$2,464			
Attend Final 100% Review Meeting	4	4	4	4	4	20	\$3,200			
Prepare Final Risk/Innovation Workshop	4	4	4			12	\$1,824			
Attend Final Risk/Innovation Workshop	4	4	4	4	4	20	\$3,200			
Final Risk / Innovation Tasks	8	8	8	4		28	\$4,384			
Final Review/follow up	1	1	1			3	\$456			
Final Sub Solicitation & Selection	8		20			28	\$3,844			
100% Pipeline GMP Submittal										
Prepare/Submit 100%GMP Pipeline&Schedule	40	16	40	8	8	112	\$16,936			
Review 100% GMP Pipeline & Schedule	8	8	8		8	32	\$4,928			
Subtotal	740	382	828	152	256	2358	\$357,218		\$12,000	
Total Labor	740	382	828	152	256	2358	\$357,218			
Total Labor Cost	\$116,920	\$64,558	\$106,812	\$27,968	\$40,960		\$357,218			
Total ODC								\$12,000		
Total (Rounded)										\$369,218.00