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**PROFESSIONAL ENGINEERING CONSTRUCTION MANAGEMENT SERVICES  
AGREEMENT  
FOR THE  
FLOW EQUALIZATION BASIN**

This Professional Engineering Construction Management Services Agreement for the Flow Equalization Basin (as such may be modified, amended or supplemented, the "Agreement") is made and entered into \_\_\_\_\_, 2022, by and between the City of North Las Vegas, a Nevada municipal corporation, (the "City"), and CMWorks, Inc., a Delaware Corporation, (hereinafter referred to as "Consultant").

**RECITALS:**

1. The City intends to construct a Flow Equalization Basin at the City's Water Reclamation Facility (WRF) (hereinafter referred to as the "Improvements").
2. The City desires to obtain quality professional services of the Consultant to perform Construction Management, Inspections, and Quality Assurance services (hereinafter referred to as the "Project") for construction of the Improvements; and
3. The Consultant's scope of service and compensation have been arrived at after meaningful negotiations between the City and the Consultant.

NOW, THEREFORE, in consideration of the above recitals and mutual promises contained herein, the parties hereto agree to the following terms, conditions and covenants set forth in Sections I through XII hereof.

**SECTION I - RESPONSIBILITY OF CONSULTANT**

In addition to any other responsibilities of Consultant set forth in this Agreement, Consultant shall have the following responsibilities:

- A. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Consultant, by Consultant's subconsultants, and by any of the principals, officers, employees and agents of Consultant or any subconsultant under this Agreement. In performing these services, Consultant shall follow practices consistent with generally accepted professional standards of care for the profession of the services provided to the City pursuant to this Agreement. The Consultant shall, without additional compensation, promptly correct and revise any errors or deficiencies in its design, drawings, specifications, reports and other services, or in any portion of the Project performed by subconsultants. The City's review or comment, approval, acceptance, or payment for any of the Consultant's documents, products or services shall not be construed to operate as a waiver of any rights the City has under this Agreement or of any cause of action arising out of the performance of this Agreement, and shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of all work delivered under this Agreement. The Consultant shall remain liable to the City for any damages caused by negligent acts or omissions by Consultant or its agents in the performance of the Agreement.

- B. Consultant shall assign David Alexander, whose license number is 14072, as the Principal-in-Charge (“Principal-in-Charge”), Project Manager (“Project Manager”). All of the services specified by this Agreement shall be performed by the Project Manager, or by Consultant’s associates, employees and subconsultants under the personal supervision of the Project Manager. Should the Principal-in-Charge or the Project Manager be unable to complete his or her responsibility for any reason, the Consultant shall notify the City in writing, and within four (4) calendar days thereafter, nominate a replacement for City approval, in its reasonable discretion, who has an equivalent amount of experience performing the same type of services as required for the Project. An approved replacement shall be assigned to the Project within ten (10) calendar days.
- C. In accordance with NRS 338.140, the Consultant shall not produce a design and/or specification for the Project which would limit the bidding, directly or indirectly, to any one specific concern unless a unique or novel product application is required to be used in the public interest, or only one brand or trade name is known to the City. The City shall be notified of and must pre-approve any sole source proposals.
- D. Consultant and any subconsultant shall furnish City with a preliminary draft of any proposed correspondence to any federal, state or other regulatory agency for the City’s review and approval at least seven (7) calendar days prior to mailing such correspondence.
- E. The Consultant agrees that its officers, partners, employees, and subconsultants will cooperate with the City in the performance of services under this Agreement and will be available for consultation with City at such reasonable times with advance notice as to not conflict with other responsibilities.

**SECTION II - RESPONSIBILITY OF CITY**

- A. The City will cooperate with Consultant in the performance of services under this Agreement and will be available for consultation with Consultant at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services to be performed by Consultant under this Agreement are subject to periodic review by the City. For those documents submitted to the City by the Consultant with regard to the Project, the City will examine and respond in writing to the Consultant within twenty-one (21) calendar days of receipt of such documents. It is understood that City comments upon review of the Consultant’s documents do not relieve Consultant from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- C. The City shall assemble selected data and information related to the Project and provide same to the Consultant on or prior to the kick-off meeting. The data and information to be provided by the City is identified as follows:

- 1. Construction Documents for the Improvements

The Consultant shall be responsible for updating this data and information during the Project development process, and shall be responsible for acquiring supplemental data and information which the Consultant deems necessary.

- D. The City will be responsible for performing the work noted below and upon completion will provide the results thereof to the Consultant:
  - 1. Completing the competitive bidding procedures for public works projects; and

### **SECTION III - SCOPE OF SERVICES**

Services to be performed by the Consultant shall consist of the Basic Services described in Exhibit "A", and may consist of those Supplemental Services described in Exhibit "A-1" of this Agreement.

### **SECTION IV - CHANGES TO SCOPE OF SERVICES**

- A. The City may at any time, but only by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause a significant increase or decrease in the Consultant's cost or time required for performance of any services under this Agreement, the Parties shall formally amend this Agreement. Any claim of Consultant for adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by the Consultant of notification of changes by the City, or such claim shall be deemed waived by Consultant and Consultant will be deemed to have agreed to the changes without modification of the compensation or time of performance hereunder.
- B. No additional compensation shall be paid, and no increase in the time of performance shall be awarded, to the Consultant for changes in scope of work without the prior written authorization of the City to proceed with such changes.
- C. No additional compensation shall be paid to Consultant for additional costs or delay due to the negligence or intentional acts of Consultant or any subconsultant or any of the officers, employees, or agents of Consultant or any subconsultant.

### **SECTION V - SUPPLEMENTAL SERVICES OF CONSULTANT**

Supplemental Services will be provided only as specifically authorized in writing by the City's representative and may consist of any or all of the work described in Exhibit "A-1". Any other significant change of work determined by the City as essential to efficient and timely completion of the Project shall require a formal Amendment to this Agreement as provided by Section IV of this Agreement.

### **SECTION VI - SUBCONSULTANTS**

Consultant agrees to include in all professional service subcontracts in connection with performance of the terms and obligations imposed under this Agreement provisions in substantially the following form:

- A. Consultant agrees to pay the subconsultant when Consultant is paid for the subconsultant's portion of the work by the City and, upon written request by the City, to obtain and provide to City lien releases from the subconsultant for such payment.
- B. The subconsultant does not have any rights against the City.

- C. The subconsultant agrees to be bound by all terms, conditions and obligations of the Consultant under this Agreement. Consultant shall provide a copy of this Agreement to each subconsultant.
- D. City has the right in its reasonable discretion to approve every subconsultant prior to such subconsultant's performance of any portion of the Project.
- E. The term "subconsultant" as used herein, also means a sub-subconsultant.
- F. Unless otherwise approved in writing by the City, the subconsultant shall obtain and maintain professional liability insurance in connection with the subconsultant services in an amount equal to that required of the Consultant in this Agreement.

**SECTION VII - TERM OF AGREEMENT**

This Agreement commences upon the date this Agreement is approved by the City in a formal City Council proceeding and shall end one (1) year after the date the City makes final payment to the Consultant for services rendered under this Agreement, unless this Agreement is terminated by the City.

**SECTION VIII - COMPENSATION AND TERMS OF PAYMENT**

**A. TOTAL COMPENSATION**

- 1. The City shall pay the Consultant an amount for each of the tasks described in Exhibits "A" and "A-1" as follows:

<u>Basic Services</u>	<u>Time &amp; Material Amount</u>
Pre-Construction, Construction, and Post Construction Services	\$1,534,906.00
	<b>Subtotal \$1,534,906.00</b>
<u>Supplemental Services</u>	<u>Time &amp; Material Amount</u>
	Not-to-exceed \$50,000.00
<b>GRAND TOTAL</b>	<b>Not-to-Exceed \$1,584,906.00</b>

**B. TERMS OF PAYMENT**

- 1. Subject to the City's right to dispute any charges, the City shall make monthly progress payments to the Consultant for services performed as follows:
  - (a) With respect to payments for Basic Services, the City shall make progress payments for completed Basic Services on a Time and Material basis as set forth in Section VIII.A.1 above and in accordance with the Fee Schedule provided in Exhibit "B."
- 2. Payment to the Consultant under Section VIII.A.1 shall be made within thirty (30) calendar days of the date City receives each invoice provided by the Consultant to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information:

- (a) With respect to payments for Basic Services, the Consultant shall prepare and submit to the City a written invoice of costs for the work completed during the invoice period. The invoice amount shall be determined on a Time and Material basis as set forth in Section VIII.A.1 above and in accordance with the Fee Schedule provided in Exhibit "B". The invoice shall be supported by backup documentation detailing labor costs and other expenses directly related to the authorized work and a written summary of the various tasks worked on during the invoice period
3. The City shall have fourteen (14) calendar days after receipt of an invoice to dispute any or all of the charges on the invoice. Undisputed amounts shall be paid to the Consultant within thirty (30) calendar days of the date City receives the invoice. Disputed amounts shall be resolved through the Dispute Resolution mechanism in Section XII.O.
4. If the City fails to pay the Consultant an undisputed amount within thirty (30) calendar days after the date the City receives the invoice, the City may be assessed one-half of one percent ( $\frac{1}{2}\%$ ) of the undisputed amount each month, not to exceed \$1,000 total for the Project.
5. Billings shall be submitted during the first week of each month for work performed during the preceding month. Invoices shall conform to the format provided by the City.

#### **SECTION IX - TIME OF PERFORMANCE**

Consultant shall commence work immediately following written notice to proceed by the City. Work shall be completed in accordance with the Project Schedule attached as Exhibit "C", as it may be amended from time to time by written agreement between the Consultant and the City.

If the Consultant's performance of services is delayed, Consultant shall notify the City's representative in writing of the reasons for delay and prepare a revised schedule for performance of services and submit the revised schedule to the City's representative. If the Consultant is delayed, the City shall have the right to retain from monthly payments up to ten percent (10%) of subsequent invoices until such time as the Consultant has complied with the schedule or presented an acceptable plan for compliance with the schedule.

No additional time shall be given to Consultant for delay due to the negligence or intentional acts of Consultant or any subconsultant or any of the officers, employees, or agents of Consultant or any subconsultant.

#### **SECTION X - AUDIT: ACCESS TO RECORDS**

- A. The Consultant shall maintain books, records, documents, and other evidence directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the invoices, and a copy of the cost summaries and invoices submitted to the City. The City, or any of its duly authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

- B. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines for the reviewing or audit agencies.
- C. The Consultant agrees to the disclosure of all information and reports resulting from access to records pursuant to paragraph "A" above, to any Project funding agency provided that the Consultant is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report.
- D. The books, records and other documents pursuant to paragraph "A" above shall be maintained and made available during performance under this Agreement and until three (3) years from date of final payment for the Project. In addition, those records which relate to any dispute resolution, litigation or appeal, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, appeal, claim, or exception. This Section X.D. shall survive the completion of the Project and the termination or expiration of this Agreement.
- E. Public Records Act. Pursuant to NRS 239.010, each and every document provided to the City is a "public record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not in any way be liable to Consultant for the disclosure of any public record. In any event the City is required to defend an action with regard to a public records request for documents submitted by Consultant, Consultant agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and attorney fees, in any action or liability arising under or because of the Nevada Public Records Act, NRS 239.010. This Section X.E. shall survive the completion of the Project and the termination or expiration of this Agreement.
- F. The Consultant agrees to include language substantially similar to the language of paragraphs "A" through "E" of this section in all Consultant subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.00.

## **SECTION XI - REPRESENTATIONS**

Consultant hereby represents for the benefit of City, in addition to any other representations made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

- A. Consultant is a duly formed and validly existing corporation and is in good standing pursuant to the laws of the State of Nevada, and has the full power, authority and legal right to execute, deliver and perform under this Agreement.
- B. The execution and delivery of this Agreement, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof on the part of Consultant will not result in a breach of any instrument to which Consultant is a party or by which Consultant is bound or of any judgment, decree or order of any court or governmental body or any law, rule or regulation applicable to Consultant.
- C. The execution, delivery and performance of this Agreement and the taking of all other lawful actions necessary to consummate the Project contemplated hereunder, by the

persons executing, delivering and performing the same on behalf of Consultant, have been duly and validly authorized (and by their execution hereof or of any document delivered in connection with the Project contemplated hereunder such persons individually represent and warrant that they are so authorized), and this Agreement and the other Agreements and instruments contemplated hereby, constitute legal, valid and binding obligations of Consultant, enforceable in accordance with their respective terms.

- D. No consent, approval or authorization of any governmental authority or private party is required in connection with the execution of this Agreement by Consultant.
- E. The Consultant's Project Manager and Principal-in-Charge are each a duly licensed Engineer with the State of Nevada, who's license is in full force and effect. Consultant has obtained any and all licenses, certificates and permits that are required to be obtained by Consultant by the Nevada Revised Statutes and the Nevada Administrative Code, and by any other law, rule, regulation or ordinance applicable to Consultant and to the performance of the Project by Consultant.
- F. Consultant is duly licensed and authorized to do business in the City.
- G. Consultant is a sophisticated and qualified Consultant, whose personnel possess the level of professional expertise and experience that is necessary to properly perform the Project within the required time period, with an appropriate level of diligence, skill and care, and pursuant to the terms, specifications and conditions of this Agreement. Consultant has the necessary personnel, equipment, tools, supplies, materials, and facilities to properly perform the Project within the required time period, with an appropriate level of diligence, skill and care, and pursuant to the terms, specifications and conditions of this Agreement.
- H. Consultant is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Project within the time period required by this Agreement, and to perform its obligations under this Agreement.
- I. Consultant shall require that each subconsultant performing any portion of the Project:
  - 1. Is duly formed, in good standing, and authorized to do business in the State of Nevada;
  - 2. Is a duly licensed engineer as the case may be, with the State of Nevada, and such license is in full force and effect;
  - 3. Has obtained any and all licenses, certificates and permits that are required to be obtained by subconsultant by the Nevada Revised Statutes and the Nevada Administrative Code, and by any other law, rule, regulation or ordinance applicable to subconsultant and to the performance of any part of the Project by subconsultant;
  - 4. Is duly licensed and authorized to do business in the City; and
  - 5. Shall comply with all laws, rules, regulations, and ordinances, as such may be amended, supplemented or modified from time to time, that are applicable to subconsultant and any portion of the Project performed by subconsultant.

- J. This Agreement may be signed in counterparts, each of which shall be deemed to be an original and all such counterparts together shall constitute one and the same original. Facsimile or electronic signatures shall be binding on the parties hereto as if they were original signatures.

The representations made by Consultant herein shall survive the completion of the Project and the termination or expiration of the Agreement. This Agreement may be signed in counterparts, each of which shall be deemed to be an original and all such counterparts together shall constitute one and the same original. Facsimile or electronic signatures shall be binding on the parties hereto as if they were original signatures.

## **SECTION XII - MISCELLANEOUS PROVISIONS**

### **A. SUSPENSION:**

City may suspend performance by Consultant under this Agreement for such period of time as City, in its sole discretion may prescribe, by providing written notice to Consultant at least seven (7) calendar days prior to the date on which City wishes to suspend such performance. Upon such suspension, City shall pay Consultant compensation based on percentage of Project completion, earned until the effective date of suspension less all previous payments. Consultant shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from City to resume performance. In the event that City suspends performance by Consultant for any cause other than the error or omission of the Consultant for an aggregate period in excess of thirty (30) calendar days, Consultant shall be entitled to an equitable adjustment of the compensation payable to Consultant under this Agreement to reimburse Consultant for additional costs occasioned as a result of such suspension of performance by City. In no event will the City be liable to the Consultant for more than \$2,000.00.

### **B. TERMINATION:**

The City may terminate this Agreement, with or without cause, upon fourteen (14) calendar days prior written notification of the termination to the Consultant. Notification to the Consultant of such termination shall be sent by the City in accordance with Section XII.V.

In the event of termination, the City agrees to pay the Consultant the reasonable value for all work and services performed to the date of termination in accordance with the Section entitled "Compensation and Terms of Payment" of this Agreement.

### **C. FISCAL FUNDING OUT:**

The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Consultant obtained under this Agreement, this Agreement will be terminated when appropriate funds expire in accordance with Section XII.B.

### **D. OWNERSHIP OF DOCUMENTS:**

The Consultant agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Consultant and the Consultant's subconsultants in connection with the Project or otherwise pursuant to this Agreement (collectively, the "Documents") and all rights



therein (including without limitation trademarks, trade names, rights or use and reuse, copyrights and/or all other proprietary rights) shall be and remain the sole property of the City (regardless of whether the City or Consultant terminates this Agreement for any reason whatsoever). The Consultant hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Consultant hereby assigns to the City all right, title, and interest therein. If for any reason the Documents should not be considered a "Work for Hire" under applicable law by a court or other tribunal of competent jurisdiction, then it is mutually agreed that under this Section XII.D, the Consultant shall hereby be deemed to have transferred to the City, its successors and assigns, the Consultant's entire right, title and interest in and to the Documents and the legal rights therein including, but not limited to, copyright, included therein.

The Consultant further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the City under the terms of a separate written agreement executed by the Consultant and the City. The Consultant shall place a conspicuous notation upon each such Document that indicates that the copyright thereto is owned by the City.

City agrees to waive any and all claims against the Consultant resulting from the City's use, reuse, or alteration by any new consultant or other agent of the City, of the Documents. The Consultant shall be entitled to retain a reproducible copy of the Documents furnished to the City; however, the Consultant shall not sell, license, or otherwise market the Documents in any way.

1. Confidentiality. The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Agreement shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Agreement.
2. Contractual Rights. Notwithstanding the provisions of this Section XII.D, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

#### **E. INSURANCE:**

The Consultant shall procure and maintain, and shall cause each subconsultant to procure and maintain, at its own expense, during the entire term of this Agreement, the following insurances:

1. Workers' Compensation Insurance. Such insurance must be provided by an insurance company authorized to provide workers' compensation insurance in Nevada by the Nevada Department of Business and Industry, Division of Insurance. This insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease or accident.
2. Comprehensive General Liability. This insurance shall protect the Consultant, its agents and vehicles assigned to the prosecution of work under this Agreement from claims of limits no less than \$1,000,000 for combined single limit per occurrence for bodily injury (including death) and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by the Consultant and any auto used for the performance of services under this Agreement. The Consultant's general liability insurance policies shall be endorsed as to include the City as an additional insured.
3. Professional Liability Insurance (Errors and Omissions Coverage). This insurance shall protect the Consultant from claims arising out of the performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in an amount of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate for the period of time covered by this Agreement. The Consultant will provide City thirty (30) calendar days' notice in writing of any cancellation of, or material change in, the above described policy.
4. The Consultant's Comprehensive General Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, and to waive subrogation against the City, its officers, agents, servants, and employees. The policies shall provide that the City will be given thirty (30) calendar days' notice in writing of any cancellation of, or material change in, the policies.
5. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. Any deductible or self-insured retention will be the sole responsibility of the Consultant and may not exceed \$100,000 without the written approval of the City.
6. Certificates indicating that such insurance is in effect shall be delivered to the City before work is begun under this Agreement. If the Consultant is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Agreement, and the Certificate of Insurance shall state that coverage is claims-made and the retroactive date. Consultant shall provide the City annually with a Certificate of Insurance as evidence of such insurance. It is further agreed that the Consultant and/or Insurance Carrier shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by Consultant.

**F. INDEMNITY:**

Notwithstanding any of the insurance requirements set forth in Section XII.E, limits of liability set forth therein, or not in lieu thereof, the Consultant shall:

1. **Claims Not Based Upon or Arising out of Professional Services.** The Consultant shall defend, indemnify, and hold the City, its Mayor, Councilpersons, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

2. **Claims Based Upon or Arising out of Professional Services.** The Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Agreement.

If the Consultant Parties are adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid by the Consultant to the Owner, as reimbursement for the attorney's fees and costs incurred by the Owner in defending the Professional Liability Claims, in an amount proportionate to the liability of the Consultant.

As used in this Section XII.F., "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the Agreement. This Section XII.F. shall survive the completion of the Project and the

termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

**G. ASSIGNMENT:**

This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns. The Consultant shall not assign, sublet or transfer its interest in this Agreement without the prior written approval of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

**H. WAIVER:**

No consent or waiver, express or implied, by either party to this Agreement or of any breach by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act on the other party or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release Consultant of any of its obligations hereunder.

**I. DESIGNATION OF REPRESENTATIVE:**

The Director of Public Works or the Director's authorized representative is hereby designated as the City's representative with respect to the work to be performed under this Agreement. Said representative shall have complete authority to transmit instructions, receive information, and interpret and define the City's policies and decisions with respect to the services of the Consultant.

**J. CONSULTANT'S EMPLOYEES:**

The Consultant shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event that Consultant fails to remove any employee from the contract work whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

**K. INDEPENDENT CONTRACTOR:**

It is hereby expressly agreed and understood that in the performance of the services provided herein, the Consultant and any other person employed by Consultant hereunder shall be deemed to be an independent contractor and not an agent or employee of the City. This Agreement is not intended to create, and shall not be deemed to create, any partnership, joint venture or other similar business arrangement between City and Consultant.

**L. APPLICABLE LAW:**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

**M. COMPLIANCE WITH LAWS:**

The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules, regulations, and ordinances of all governmental authorities having jurisdiction over the performance of this Agreement, including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

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

**N. PROHIBITION AGAINST CONTINGENT FEES:**

The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**O. DISPUTE RESOLUTION:**

Disputes concerning standards of performance, time of performance, scope of work, compensation or terms specified in the Agreement shall be resolved in the following manner:

1. The City's representative and the Consultant's Project Manager will endeavor to conduct good faith negotiations in an effort to resolve any and all disputes in a timely manner.
2. If any disputes between the Parties remain unresolved after thirty (30) calendar days, the City's representative and the Consultant's Project Manager shall, within fourteen (14) calendar days, prepare a brief, concise written report summarizing the:
  - (a) basis for the dispute,
  - (b) negotiations accomplished and results thereof, and
  - (c) current status of all relevant unresolved issues.

Copies of each written summary shall be exchanged between the City's representative and the Consultant's Project Manager, and provided to the City's Public Works Director and the Consultant's Principal-in-Charge. Within thirty (30) calendar days thereafter, the City's Public Works Director, or his designee, and the Consultant's Principal-in-Charge will meet to resolve the dispute. A written record of these negotiations will be made. The record will summarize:

- (a) all issues of dispute,
- (b) the resolutions to resolved issues, and
- (c) unresolved issues, if any.

The written record will be reviewed by the City's Public Works Director or his designee, and the City's Public Works Director or his designee, will render a determination regarding such dispute.

- 3. If the Consultant disagrees with the determination of the City's Public Works Director, or his designee, the Consultant may only initiate an action in the Eighth Judicial District Court in and for Clark County to resolve such dispute. The City retains the right to all remedies available in law or equity. The Parties agree that no dispute under this Agreement shall be submitted to or resolved through arbitration or mediation.

**P. ATTORNEY'S FEES:**

In the event any action is commenced by either Party against the other in connection herewith, the prevailing Party shall be entitled to its reasonable costs and expenses, including reasonable attorney's fees, as determined by the court. This Section XII.P shall survive the completion of the Project and the termination or expiration of this Agreement.

**Q. SITE INSPECTION:**

Consultant represents that Consultant has visited the Project location and is satisfied as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

**R. SEVERABILITY:**

In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the Parties hereto.

**S. AMENDMENTS:**

This Agreement may only be modified by a written Amendment that is executed by both Parties hereto.

**T. FINAL INTEGRATION:**

This Agreement is fully integrated and constitutes the entire Agreement and understanding between the Parties concerning the subject matter of this Agreement. This Agreement supersedes all other oral and written negotiations, Agreements and understandings of any and every kind relating to the subject matter of this Agreement.

**U. CONSTRUCTION:**

In the event of any dispute regarding any provision of this Agreement, the terms of this Agreement shall not be construed more strongly against or in favor of either party. The parties acknowledge that each has participated equally in the negotiation and drafting of this Agreement.

**V. NOTICE:**

Any notice required to be given hereunder shall be deemed to have been given when sent to the party to whom it is directed by personal service, hand delivery or U.S. certified mail, return receipt requested, at the following addresses:

To City: John Fitch, P.E.  
City of North Las Vegas  
2250 Las Vegas Boulevard North, Suite 610  
North Las Vegas, NV 89030  
Phone: 702-277-4691  
Email: fitchj@cityofnorthlasvegas.com

To Consultant: David Alexander, P.E.  
CMWorks  
6960 Smoke Ranch #110  
Las Vegas, NV 89128  
Phone: 702-256-4335  
Email: Dalexander@Kleinfelder.com

**W. HEADINGS:**

The headings of the various Sections of this Agreement have been inserted only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Agreement, or to be used in any manner in the interpretation of this Agreement.

**X. CONFIDENTIALITY:**

Consultant shall treat all information relating to the Project and all information supplied to the Consultant by the City as confidential and proprietary information of the City and shall not permit its release by Consultant's employees to other parties or make any public announcement or release without the City's prior written authorization. Consultant shall also require subconsultants and vendors to comply with this requirement.

**Y. PUBLIC RECORDS:**

Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend and action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and

reasonable attorney's fees related to such public records request. This section XII.Y shall survive the expiration or early termination of the Agreement.



In Witness Whereof, the Parties have caused this Agreement to be executed the day and year first above written.

City of North Las Vegas, Nevada  
a Nevada municipal corporation

CMWorks, Inc.  
A Delaware corporation

By: \_\_\_\_\_  
John J. Lee  
Mayor

By:  \_\_\_\_\_  
David Alexander, P.E.  
Nevada Area Manager

Attest:

By: \_\_\_\_\_  
Jackie Rodgers  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Micaela Rustia Moore  
City Attorney



# CONSTRUCTION MANAGEMENT SERVICES FOR THE FLOW EQUALIZATION BASIN



March 14, 2022



CITY OF NORTH LAS VEGAS

Point of Contact:  
David Alexander, P.E., CCM  
Nevada Area Manager  
702.256.4335 Office  
702.528.7538 Cell  
dalexander@kleinfelder.com

March 14, 2022

**ATTN: Mr. John Fitch, PE**

**CMWorks, Inc.** is pleased to submit our proposal for the City of North Las Vegas (CNLV) Flow Equalization Basin (FEB).

We have assembled a team of construction professionals, well versed in providing full construction management services. CMWorks proposes a team approach to service the needs of the CNLV.

- CMWorks is a Nevada corporation with its Headquarters in Southern Nevada with its parent company in Nevada since 1982.
- The CMWorks team is led by our Project Manager/Construction Manager, Mr. David Alexander, P.E., who meets the requirements of NRS, Chapter 625, as a Professional Engineer as well as a Certified Construction Manager and LEED AP and has over 35 years' experience both working on staff or as a consultant with a public agency.
- We offer flexibility by offering highly trained team members with varied industry experience and versatility.
- Our entire team are established Southern Nevada residents with extensive local knowledge and experience. Our professionals are committed to integrate with the CNLV team and adhere to the CNLV policies, procedures and processes.

We are committed to providing local, quality, and experienced construction management services for the CNLV FEB project.

David S. Alexander, PE, CCM, LEED AP  
President

# PROJECT UNDERSTANDING AND APPROACH

## CMWorks Project Understanding

CMWorks understands the scope of services is to provide the CNLV with construction project manager(s) for all aspects of utility projects of water, wastewater and reclaimed water conveyance systems and treatment facilities. We offer biddability/constructability reviews, bidding/award support, and construction management during construction including commissioning, start-up, asset turnover, and warranty. We offer management of budgeting, scheduling, contract documentation, bidding, on-site general construction management, quality assurance, claims prevention/management/mitigation and other related duties.

CMWorks proposes a team approach to service the needs of the CNLV. 100% of our team is local with most of our team averaging 22 years' experience in Southern Nevada, CMWorks can provide the right professionals to accomplish the assigned tasks. We offer senior construction managers such as David Alexander, Tim Blond and/or Dwight Oliver to work with our more specialized construction managers/inspectors such as Lee Phelps to handle day to day construction management issues. When more simple or routine tasks arise such as submittals, RFI's and document management, one of our assistant construction managers/document control specialists such as Kim Miller or Aaron Lang can perform evaluation, review and processing at a significant savings to the CNLV. This team approach offers the CNLV the opportunity to evaluate our local professionals before committing long-term. We can adapt our team to be utilized as needed either part-time or full-time. We can easily provide either part time or full time key staff based on the CNLV needs. Alternatively, we can offer one or two full-time staff from the start of engagement. CMWorks is flexible and adaptable in meeting the CNLV's needs.

Our team offers full construction management services through our depth and resources both through well rounded individuals and specially trained team members.

- Review contract documents
- Manage the contractor
- Perform inspections, field investigations and quality control
- Attend progress and staff meetings
- Review and approve construction pay requests
- Establish, review, maintain and manage project schedules
- Develop and review project cost estimates
- Identify, analyze and resolve issues
- Change order management and negotiation
- Document control and closeout services
- Asset turnover



### Our Team

## Project Considerations and Management

The CMWorks approach starts with our team's standard offer a high level of quality and service in Southern Nevada. We begin by hiring and retaining professionals who strive to be the best, are always prepared, and offer the highest level of commitment to the CNLV. We offer construction experts



# PROJECT UNDERSTANDING AND APPROACH

who are well rounded and knowledgeable about management, inspection, and construction for public works and utility projects. Our team is led by David Alexander, PE, CCM, LEED AP who meets all NRS license requirements. Our team consists of other licensed and certified professionals commonly designated as PE, CCM, PMP, ACI, ICC, ATSA, IMSA, NASSCO, NACE and others. Our team members are prepared with all necessary technology, vehicles and equipment to efficiently and safely perform their work.

**CMWorks can offer team members to manage multiple projects or complete teams to manage large projects.**

CMWorks and our team are well rounded construction professionals who have the expertise to handle all aspects of the CNLV's construction management needs. We offer versatility and adaptability in working on a variety of projects. Our team has experience in CMWorks and Kleinfelder have the depth, experience, certifications, and capacity to provide special inspections as needed, to include, soils-grading, structural concrete-shotcrete-rebar-post tension-compressive strength, all anchors inspections-mechanical-adhesive-screw, anchors-epoxy-post In stalled-cast In place, structural and welding inspections, structural steel inspections, high strength bolting inspections, and NDT Inspections. We offer a strong support structure within our company so if one of our professionals has a technical question, they can first contact our local expert as a resource. This teamwork is seamless and enhances our ability to work independently. Further, our team is organized and well equipped to manage multiple diverse projects simultaneously.



**Expertise & Local Knowledge**



**Integration & Consistency**

CMWorks recognizes that we will be an extension of the CNLV team, either working independently or as part of a project team. Our professionals will emphasize support and consistency as an extension of the CNLV team. CMWorks is highly ranked based on qualifications with many Southern Nevada Agencies due to our ability to integrate with existing teams and adapt to meet agency procedures, policies, and processes.

The CMWorks key personnel and team members will be proactive in anticipating any issues and planning resolution or mitigation. We consistently perform constructability reviews, risk analysis/registries, partnering, look ahead for field work and other proactive outreach steps. When issues do arise, we will be able to manage them effectively.



**Resolutions**



**Inspection**

CMWorks inspectors are trained to be prepared in advance of activities and are experts in contract plans, specifications, and standards. Part of our team's preparation is being proactive in solving issues at the earliest time and at the lowest level.

# PROJECT UNDERSTANDING AND APPROACH

CMWorks offers document control specialists who are skilled, trained, and experienced in construction. They assist our team members on a multitude of services and consistently add value due to their expertise while creating savings due to their lower billing rates.



**Document Control Specialists**



**Documentation**

We consistently provide clear, accurate, and thorough records and reports. Complete documentation is vital to protect the CNLV's interests and one of the most important responsibilities of our construction managers and inspectors. CMWorks has a reputation for excellent documentation.

Communication is critical to a good project management plan. As part of any good organization, clear and concise channels of communication must be established. For the CNLV, we will provide both effective verbal and written communication with CNLV, contractors, and stakeholders including those with diverse backgrounds. We know how to develop strong communication plans and can work with the CNLV project team to ensure clear communication is defined and implemented.



**Communications & Communication Plan**



**Continuity of Services**

CMWorks commits to offer strong continuity of services. We understand this is an important service and if the CNLV is willing to commit to offer CMWorks a position for the FEB project, we will commit to ensure our professional(s) are available for the duration of the project. Many of our diverse team members can fulfill the roles and duties of an inspector and construction manager to meet the changing demands of each project and assist where services are needed. Further, CMWorks has local depth of staff to assist in part-time or full-time services as needed.

To enhance our value, we can lead in the effort to create a procedure manual to provide consistency and incorporate institutional knowledge from key CNLV staff.

CMWorks embraces technology. Our professionals are not only proficient with the common technology tools but also are innovative and creative in how we use them. For example, we have created our own interactive web-based construction management software called CMiS which is offered at no cost to the CNLV when we are working on projects. Our software can be integrated with other software systems to expand capacity and enhance value. We are proficient in many common software programs including Microsoft Office Suite including



**Technology**

MS Project but also Primavera P3 and P6 (schedule), Claim Digger, Bluebeam, Project Web Access, etc. Also, we are proficient in many types of project management software programs and easily implement and adapt to any program the CNLV utilizes.

# PROJECT UNDERSTANDING AND APPROACH

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**Schedule  
Review**

Our team employs four (4) expert schedule review professionals with extensive construction management experience. Our schedulers are proficient in both Primavera P6 and Microsoft Scheduler including resource loaded and cost loaded schedules.

CMWorks professionals consistently perform at a high level of service. We are proficient at reviewing and verifying payment requests.

We routinely review submittals and schedules, manage and process change orders, coordinate as-builts, and incorporate testing and third-party needs. We have team members with specialized experience such as experts in CMAR delivery methods.



**More  
Services**

**CMWorks As-Needed Construction Management Services** - CMWorks is a unique company in Nevada as our team is 100% local and specializes in construction management services for every type of public works and utility infrastructure projects. CMWorks is highly ranked based on qualifications for other local agencies. We provide as-needed augmentation and full-service construction management services. We have consistently shown the ability to adapt and adjust to meet each agency's needs.

## CMWorks Overview Narrative

### CNLV Quality Control & Human Resource (HR) Policies

The CMWorks team has a successful history of being respectful and adhering to agency policies and procedures. Working and augmenting staff for the CNLV requires the understanding and abiding to the CNLV quality control and HR policies. CMWorks has and will continue to adhere to the CNLV's quality control and HR policies.

### Maintaining Continuity of Proposed Services

CMWorks ensures our professional(s) can work with the CNLV for the duration of the FEB project.

### CMWorks References

We encourage the CNLV to contact any one of our references as follows:

- Ed McGuire, PE, City of Henderson, Public Works Director, 702.267.3030
- Tom Minwegen, Clark County Water Reclamation District, General Manager, 702.668.8090
- Jorge Cervantes, PE, PTOE, City of Las Vegas, Chief Operations/Development Officer, 702.229.6906
- Mario Gomez, PE, PTOE, NDOT, District I Engineer, 702.385.6500
- Jim Keane, PE, City of Boulder City, City Engineer, 702.293.9200
- Steve C. Parrish, PE, Clark County Regional Flood Control District, General Manager/Chief Engineer, 702.685.0000
- Tamara Daniels, Vegas Golden Knights, Vice President/General Counsel, 702.929.3288



## RELEVANT PROJECT EXPERIENCE

### CLV Blanket Services Contract for CM & Staff Augmentation

CMWorks is providing on-call blanket services for construction manager as agent to augment City staff. The staff augmentation is for inspectors, construction managers, schedule reviewers, and/or document control specialist. Some of CMWorks responsibilities include utilizing Masterworks software to access files and provide detailed daily reports and photos. CMWorks performed



staff augmentation, inspection, and construction management support for two City projects:

**1. Sewer Rehabilitation Group M** - A \$3.8M project consisting of CIPP and manhole repair or replacement due to structural defects in the system. The scope of the project was for repair/replacement of approx. 24,839 l.f. of 8", 18", 21", 24", and 27" sanitary sewer and 65+ manholes on various streets. It was necessary to install an above ground sanitary sewer bypass system consisting of pumps, discharge lines and associated equipment. The work was in Desert Inn Rd., the Lakes Community, Durango Dr. and Sahara Ave. Emergency work was added in Las Vegas Blvd. north of Sahara Ave. with the priority to complete this work first due to other upcoming roadway work. **2. Boulder Highway Storm Drain** - A \$30M flood control project consisting of construction of Reinforced Concrete Boxes (up to 20' wide and 10' high) along Fremont Street and Boulder Highway from Sahara Ave. to just north of Atlantic Ave. with connecting storm drain systems on Atlantic St., Oakey Blvd. and St. Louis Ave. The work also consisted of construction of RCP (up to 72"), drop inlets, manholes, connection structures and transition structures and relocation of sanitary sewer (up to 10") and waterlines (up to 24"). CMWorks also performed a B/C review during design on this project.

**Reference:** City of Las Vegas  
Las Vegas, NV  
Chris Plutte, PE  
cplutte@  
lasvegasnevada.gov  
702.229.6182

**Owner's Role:** Project management, CMWorks provided CM Support and Inspections

Similar or Relevant Services - Augment and Integrate with City Staff, & Sewer CIPP and MH Repair

### CCWRD Construction Manager & Staff Augmentation

CMWorks was selected to provide professional senior level project, construction and CMAR management services in support of Clark County Water Reclamation District's (CCWRD) construction program. Services consist of construction coordination and support, constructability reviews, oversight, document review, scheduling, forecasting, budgeting, inspections, document control, training, monitoring, and other related professional services. CMWorks is currently in the process of final approval of contract and started preparation

## RELEVANT PROJECT EXPERIENCE



by providing staff augmentation to the CCWRD CM team to supplement the workload demands established by the CCWRD construction projects. CMWorks will also provide mentorship to the CM staff through the project delivery process for over \$300 million worth of construction projects. Two of the most significant projects that CMWorks is supporting are Project No. 19005 FWRC Preliminary and Primary Treatment Improvements and Project No. 19007 FWRC Secondary Treatment Aeration Basins and Clarifiers projects. Together these two projects

are increasing the wastewater treatment plant capacity by 30 MGD from 120 to 150 MGD. Both projects are implementing the CMAR project delivery method. Major elements of the projects include grit and screen facilities, clarifiers, sludge facilities, odor control facilities, aeration basins, pumping facilities, inlet/outlet/confluence structures, large diameter piping, electrical facilities, mechanical facilities, instrumentations/controls/SCADA, dewatering, and coordination with plant operations. CMWorks is currently starting processes to define roles and responsibilities, create a management plan and develop a communication plan for managing multiple large construction projects.

Similar or Relevant Services - \$300M CMAR WWTP  
Projects & Augment/Integrate County Staff

**Reference:** CCWRD  
Clark County, NV  
Nick Popkowski, PE  
npopkowski@  
cleanwaterteam.com  
702.350.3922

**Owner's Role:** Project  
management, CMWorks  
providing full CM  
and augmentation

### Northern CC-215 Beltway, North 5th Street to UPRR

CMWorks provided full construction management services including inspections, document control, schedule reviews and analysis, QA testing, cost estimating, constructibility reviews and other related services for the \$70 million beltway project. This involved the construction of four (4) miles of mainline freeway, three (3) new interchanges, drainage and electrical improvements along the beltway between North 5th and UPRR Bridge. The bridges consisted of post-tensioned box girder bridge structures at Losee Road, Pecos Road and Lamb Boulevard. The other major construction improvements included PCCP, AC pavement, concrete barrier rail, guardrail, cast-in-place retaining walls, drainage facilities; high mast LED lights, other LED lighting (street, underdeck and overhead sign lighting), six new traffic signals and FAST interconnect conduit, permanent signing and striping, and dust control/water quality measures included gravel mulch. The project also involved extensive coordination with VA Hospital, NVEnergy, other





# RELEVANT PROJECT EXPERIENCE

utilities, BLM, City of North Las Vegas, RTC, NDOT, SNWA, CCDAQ, NDEP and private property owners. The coordination with the City of North Las Vegas included utilities, traffic and multiple adjacent/overlapping City construction projects. Construction impacted a number of SNWA/LVVWD and CNLV Utilities. CMWorks worked closely to ensure the needs of each agency were coordinated and addressed. With comprehensive institutional knowledge, CMWorks was able to take the lead when both the consultant's and County's design teams experienced changes in key personnel. Additionally, CMWorks performed extensive coordination with NDOT and the adjacent I-15/CC-215 beltway interchange during their design and construction processes including; signage, striping, new westbound beltway Centennial off-ramp, overhead signs, traffic count stations, traffic control, and detours.

**Reference:** Clark County  
Public Works

Jimmy Floyd, PE  
North Las Vegas, NV  
jimmy.floyd@  
clarkcountynv.gov  
702.455.6030

**Owner's Role:** Agency Project  
Management, CMWorks  
providing Full CM services

Similar or Relevant Services - Complex \$70M project  
with extensive coordination with City and Utilities

## Centennial Parkway – Camino Eldorado to Lamb Boulevard

The \$6.6 million project mainly consisted of construction of roadway and related improvements to provide a minimum of four (4) continuous permanent through lanes on Centennial Pkwy. The work included regional and local flood control improvements (including up to 8'x7' RCB); removal of existing asphaltic concrete pavement, base course, and subgrade; new asphaltic concrete pavement; numerous water and sewer line relocations including extensive coordination with the CNLV Utilities Department and meeting strict City standards and requirements; limited raised median improvements; curb, gutter and sidewalk improvements; new rectangular rapid flash beacon; traffic signal modifications and underground improvements at five (5) intersections; and signing and striping improvements. CMWorks provided full construction management services including inspections, document control, schedule review and analysis, and other related services. The project was completed under budget for both construction by the contractor and construction management by CMWorks (28% below) and the project was completed over a month early.



CMWorks provided full construction management services including inspections, document control, schedule review and analysis, and other related services. The project was completed under budget for both construction by the contractor and construction management by CMWorks (28% below) and the project was completed over a month early.

**Reference:** CNLV

North Las Vegas, NV  
Mike Hudgeons, PE  
HudgeonsM@  
cityofnorthlasvegas.com  
702.642.2043

**Owner's Role:** Agency Project  
Management, CMWorks providing  
Full CM services

Similar or Relevant Services - Typical road project with  
water and sewer lines & completed very early and  
well under budget

## Hollywood System, Phase II - Nellis AFB

This project consisted of the construction of a \$16 million reinforced concrete box (RCB) storm drain and open channel system and relocation of utilities. The storm drain system's upstream

# RELEVANT PROJECT EXPERIENCE

work starts in Hollywood Blvd. from 400-ft. north of Las Vegas Blvd., through Las Vegas Blvd. and proceeds through Nellis Air Force Base property. The work involved construction of storm drain facilities comprised of single and multi-cell RCBs; reinforced concrete rectangular open channels; confluence, transition, and inlet flume structures; reinforced concrete pipe (RCP) lateral storm drains; drop inlets with aprons; and manholes. Improvements included relocation of a 16" waterline; relocation of 20", 12", and 10"



sanitary sewer lines; installation of steel casings and concrete caps; bituminous pavement, curb and gutter, and pavement markings and other related work. CMWorks provided full construction management services including pre-construction, inspection, schedule review and analysis, document control using CMWorks' proprietary CMiS system, QA material testing and post-construction services. For this project, CMWorks assisted with permitting, and coordinated with appropriate agencies including; CNLV Utilities, Clark County Public Works, NDOT, FAA, and Nellis AFB with base security as priority. During construction many unknown utilities were discovered that required adjustments that impeded progress but the CMWorks team worked closely with the City and contractor to mitigate impact to the construction schedule ensuring the project was back on schedule. Project team members performed well while meeting strict Covid-19 protocols.

## Reference: CNLV

Mauricio Cardenas  
mauricio.cardenas@  
cityofnorthlasvegas.com  
702.633.2010

**Owner's Role:** Agency Project Management, CMWorks providing Full CM services

Similar or Relevant Services - Challenging water and sewer line work & mitigate schedule

## CMWORKS CONSTRUCTION MANAGEMENT LOCAL PROJECT LIST

### Project Name & Scope of Responsibilities

**CNLV LV Wash Main Branch Channel & Trail Improvements Phases, I & II** - Full CM  
**CCWRD Senior CM Staff Augmentation 2015-2017** - Inspection Augmentation  
**CCWRD Las Vegas Wash Channelization No. 511D, FWRC** - CM and Staff Augmentation  
**CCWRD Solids Dewatering Facility & Transfer System** - CM and Staff Augmentation  
**CCWRD Project 716, Dual Media Filtration, Phases 3 & 4** - CMAR Consultant Industry Advisor  
**COH Paradise Pointe Park** - Construction Project Manager  
**Ann Road, Commerce to Upper Las Vegas Wash** - Full Construction Management  
**CC-215 Beltway, Decatur Blvd. to North 5th** - Full Construction Management  
**Eldorado Valley Waterline Extension Phases I, 2, 3** - Document Control and Constr. Support  
**US 93 Conduit Repairs Phase I & II** - Construction Management and Document Control  
**BC Elm Street Water Main Replacement** Construction Administration and Document Control  
**Gowan Outfall, Lone Mountain Branch-** Full Construction Management  
**Sahara Avenue Sanitary Sewer Rehabilitation, Phase II** - Full Construction Management  
**Equestrian Detention Basin Expansion** - Construction Project Manager  
**VGK Lifeguard Arena** - Construction Management Services



# CONSTRUCTION MANAGEMENT SERVICES

## FLOW EQUALIZATION BASIN (FEB)



**CNLV**

**PROJECT DIRECTOR**  
David S. Alexander, PE (NV), CCM

**CONSTRUCTION MANAGER**  
Craig O'Donnell, NACE, D1

**COATINGS/CORROSION INSPECTOR**  
Craig O'Donnell, NACE, D1

**ELECTRICAL/SCADA INSPECTOR**  
Carl Kleisner

**SENIOR CONSTRUCTION INSPECTOR UNDERGROUND, PIPING, STRUCTURAL, MEP**  
Dwight Oliver

**QA SPECIAL INSPECTIONS**  
Kleinfelder, Inc.

**INSPECTOR RESOURCES**  
Lee Phelps  
Greg Mulari  
Steve Weinreich  
Steven Baker  
Tommy Ramirez

**DOCUMENT CONTROL**  
Robin Tanasi

### TECHNICAL SUPPORT

**WASTEWATER DESIGN**  
Daisy Vidal, PE (NV)  
Mike Atherine, PE (NV)  
Steven Baker, PE (NV)

**STRUCTURAL**  
Steve Renck, SE, PE (NV)

**ELECTRICAL**  
Alan Kohart, PE (NV)

**MECHANICAL**  
Emily Schwarzkopf, PE (NV)

**Odor Control/Aeration Systems**  
Richard J. Bennett

### PROJECT UNDERSTANDING

#### Flow Equalization Basin (FEB)

- Concrete structure
- L = 218', W = 74', H = 24.5'
- Three cells 70'x70', 2M gallon capacity
- Coating - single to 4 coat system

#### Piping

- 820 LF, 20" Influent Pipe
- Influent connection from Grit Facility to FEB
- Connect 20' to existing 48" Knife Gate Valve
- Thrust block footing 5'10" separation of 20" & 42" forced main existing influent pipe
- Influent tie-in elevation 1815.5' to FEB elevation 1799.5'
- 900 LF 24" effluent pipe
- Effluent from FEB to 96" SSMH eccentric cylindrical Structure invert elevation 1795
- Connect without disturbing flow
- 5x- 60" SSMH
- Effluent pipe connected to flow meter

#### Odor Control

- Dual fans connected to 20" odor ductwork
- 6" airline installed in cast in place flange through slab orifice to facing down

#### Mixer Aeration System

- Each cell has 1 aerator- mixer air sparge ring bottom connection
- 4 aeration blowers

#### Septage Station

- 2X- 10,000 gal cells
- 8" Effluent pipe connected to EX 96" SSMH

#### 10" Waterline

- Steel casing under 42" SD
- 1 Fire hydrant

### SPECIAL INSPECTIONS

CMWorks and Kleinfelder have the depth, experience, certifications, and capacity to provide special inspections as needed, to include:

- Soils-Grading
- Structural Concrete-Shotcrete-Rebar-Post Tension-Compressive Strength
- All Anchors Inspections-Mechanical-Adhesive-Screw Anchors-Epoxy-Post In Stalled-Cast In Place
- Structural Welding Inspections
- Structural Steel Inspections
- High Strength Bolting Inspections
- NDT Inspections



# PROPOSED PROJECT TEAM AND EXPERIENCE

## MEET OUR KEY PERSONNEL

**David S. Alexander, PE, CCM, LEED AP** Project Director

**Years Experience in Nevada: 21 Years Experience in Industry: 33**

Mr. Alexander has over 33 years of broad and extensive experience as a Project Manager. Mr. Alexander has led CMWorks' owner's representative and construction management services. As Principal Owner, he personally ensures all construction management projects are properly staffed and needed resources are available and are managed in a responsible, professional, and efficient manner. Mr. Alexander is an expert in the CMAR project delivery method and embraces the partnering culture.

### Representative Projects

Northern CC-215 Beltway,  
N. 5th Street to UPRR,  
North Las Vegas, NV

CCWRD Construction  
Management Staff  
Augmentation,  
Las Vegas, NV

CCWRD Project 716, Dual  
Media Filtration, Ph 3 & 4  
Las Vegas, NV

Nevada P.E.- #014072, Certified Construction Manager (CCM), LEED AP, OSHA- 30 Hour Supervisor-Construction, CIPP Inspector Certification (NASSCO), North American Society of Trenchless Technology, CIPP Good Practices

**Craig O'Donnell, NACE, D1** Construction Manager

**Years Experience in Nevada: 21 Years Experience in Industry: 33**

Mr. O'Donnell has been in the construction industry for over 29 years with most of his experience in Nevada. Mr. O'Donnell's applicable experience includes roadway, highway, bridge, drainage, water and wastewater treatment facilities and pipelines, traffic signal systems, electrical, structural walls, AC & PCCP and building construction. As a construction manager, he has knowledge of RTCSN standard specifications and drawings, NDOT standard specifications and plans, materials testing procedures and project documentation standards being proficient in web-based project management software systems. Mr. O'Donnell is experienced in many types of construction management and inspection services making use of his training and certifications most notably in NASSCO ITCP for CIPP & Manhole, Water Distribution Operator 1, NACE-1 and ATSSA Traffic Control.

### Representative Projects

Northern CC-215 Beltway,  
N. 5th Street to UPRR,  
North Las Vegas, NV

CCWRD Construction  
Management Staff  
Augmentation,  
Las Vegas, NV

CCWRD Project 716, Dual  
Media Filtration, Ph 3 & 4  
Las Vegas, NV

EPA Water Distribution Operator Grade D-1, NACE-1 Certified, ITCP Certificate (NASSCO), National Association of Sewer Service Companies (NASSCO), OSHA Confined Space, OSHA Fall Protection OSHA Crane Safety, OSHA-30 Course Cert. No. 5450\_947692, Hazardous Waste Operations Emergency Response,

# PROPOSED PROJECT TEAM AND EXPERIENCE

## MEET OUR KEY PERSONNEL

### Carl Kleisner

Electrical Design

#### Years Experience in Nevada: 25 Years Experience in Industry: 25

Mr. Kleisner is a proficient Journeyman Electrician with over 25 years of experience performing electrician services and public works inspection including new construction, upgrades, modifications and repairs. He has experience in the management and oversight of electrical work. He has been becoming a versatile construction inspector with experience in public works projects. Mr. Kleisner is also experienced in electrical work related to instrumentation, telemetry and controls and in commissioning related to electrical components. Mr. Kleisner is proficient in meeting local and NEC code requirements. He has experience with local and state agencies. Mr. Kleisner is pursuing obtaining his Master Electrician certification and expecting it in the near future.

#### Representative Projects

Truckee Meadows Water Authority WWTP Equipment Installation/Upgrade, Truckee, CA

Silverado Ranch Detention Basin & Outfall Facilities Las Vegas, NV

Silverado Ranch Blvd from Jones Blvd to Arville, St-Phase A Las Vegas, NV

### Dwight Oliver, ICC

Senior Construction Inspector

#### Years Experience in Nevada: 35 Years Experience in Industry: 35

With over 35 years of experience in the Las Vegas construction industry, Mr. Oliver has a range of knowledge and expertise as well as multiple inspector certifications. He has been responsible for construction and project supervision and inspections on a variety of projects including; buildings, parking structures, roads, waterlines, sanitary sewer lines, electrical and mechanical facilities, drainage, bridges, traffic signals, lighting and other related work.

#### Representative Projects

Hollywood System, Phase II-Nellis Air Force Base Reach North Las Vegas, NV

Inspector for Various Water and Wastewater Utility Projects, City of North Las Vegas

Ann Road, Commerce Street to Upper Las Vegas Wash, Bid No. 1452 North Las Vegas, NV

ICC Building, ICC Structural Masonry, Registered Construction Inspector (ACIA), Field Grade 1 Cert (ACI), Traffic Control Supervisor (ATTSA), Traffic Signal Inspector/Tech I & II (IMSA) Level 1 CIP-in progress (NACE)

# PROPOSED PROJECT TEAM AND EXPERIENCE

## MEET OUR KEY PERSONNEL

### Lee Phelps

Senior Construction Inspector

#### Years Experience in Nevada: 18 Years Experience in Industry: 18

With 18 years of experience in the construction industry, Mr. Phelps has a vast range of knowledge and expertise as a construction inspector and superintendent. His most recent experience consists of quality assurance inspection for major underground utility and storm drainage work and associated roadway work. Mr. Phelps is a NASSCO certified inspector with extensive experience in CIPP installation, manhole rehabilitation and sewer bypass systems. Mr. Phelps is also experienced in earthwork and soils, AC and PCC pavement, structural and reinforcing steel, concrete, drainage facilities, underground utilities, mechanical facilities and electrical facilities. He is also experienced in building and facilities construction. Mr. Phelps' responsibilities have included review of engineering shop drawings, submittal reviews, RFI evaluation, change management, management of field inspections, supervision, and coordination of inspection teams, material testing and special inspections. He has been responsible for construction and project supervision, oversight, and inspections on a variety of vertical and horizontal projects.

#### Representative Projects

Sewer Rehab Group M  
Las Vegas, NV

Oakey Meadows  
Storm Drain  
Las Vegas, NV

CLV On-Call Blanket  
Services for CM  
Las Vegas, NV

NASSCO ICCP/CIPP, American Traffic Safety Services Association (ATSSA) Supervisor, American Concrete Institute (ACI) Field Testing Technician, Hazwoper 40-Hour, OSHA 30-Hour Safety Training

### Greg Mulari

Senior Construction Inspector

#### Years Experience in Nevada: 25 Years Experience in Industry: 30

Mr. Mulari offers over 30 years of experience as a senior civil and building inspector. He has experience with both vertical and horizontal projects. Mr. Mulari has a successful history of working effectively with owners, superintendents, engineers, architects, project managers and contractors. He is proficient in reviewing and managing plans, specifications, submittals, pay applications, RFIs and change orders as well as overseeing and documenting every aspect of construction and scheduling as well as 3rd party and jurisdictional inspections. Mr. Mulari is thorough, meticulous and detailed, and develops effective relationships with contractors through partnering

#### Representative Projects

Hollywood System, Phase II-  
Nellis Air Force Base Reach  
North Las Vegas, NV

Inspector for Various  
Water and Wastewater  
Utility Projects, City of  
North Las Vegas

Ann Road, Commerce  
Street to Upper Las Vegas  
Wash, Bid No. 1452  
North Las Vegas, NV

ICC Residential inspector, ICC Reinforced Concrete Inspector, ICC Structural Steel & Welding Inspector, ICC Structural Masonry Inspector, ICC Spray Applied Fireproofing Inspector, ACI Concrete Field Testing Technician Grade-1 (exp. 8/20/2021\*) \*ACI offering waivers on renewals due to COVID, IMSA Traffic Signal Inspector, Level I (passed, cert pending), Troxler Nuclear Gauge Certified, Radiation Safety Officer, OSHA 10 hr. safety course, Water Pollution Control Manager



# PROPOSED PROJECT TEAM AND EXPERIENCE

## MEET OUR KEY PERSONNEL

**Steven Weinreich** Senior Construction Inspector

### Years Experience in Nevada: 1 Years Experience in Industry: 19

Mr. Weinreich is a highly skilled and motivated construction professional with more than 19 years of experience construction inspection and contract administrative services on highway, road, bridge, airport, wastewater, water, flood control and various public works infrastructure projects for public agencies throughout the west including counties, cities, states (DOT's) and Federal. His expertise includes grading, roadways, storm drains bridges, pipelines and electrical facilities. Mr. Weinreich offers great versatility as he is experienced as a material tester, special inspector, construction inspector and assistant resident engineer. He is proficient and intuitive in using web-based project management software systems. He is currently studying to obtain other International Code Council (ICC) certifications.

### Representative Projects

Silverado Ranch Detention Basin  
and Outfall Facilities Ph. B  
Las Vegas, NV

Hemenway Watershed  
Phase IIB  
Las Vegas, NV

Carlsbad  
Desalination Plant  
San Diego, CA

ACI Concrete Field-Testing Technician Grade 1, ATSA Traffic Control Supervisor, Nuclear Safety Certification (Nuke Gauge) ICC Reinforced Concrete, QSP – Qualified SWPPP Practitioner thru California Stormwater Quality Association, CISEC - Certified Inspector of Sediment and Erosion Control, Certified Welding Inspector, PCI Level 2, OSHA 30 Hour Safety Training

**Steven Baker, PE** Wastewater Design

### Years Experience in Nevada: 14 Years Experience in Industry: 30

Mr. Baker has over 30 years of experience in both design and construction engineering and specializes in water and wastewater collection and treatment facilities. He is a well-rounded construction professional who understands the full project delivery process. His experience incorporates all types of construction projects including storm drainage, sewer lines, waterlines, utilities, traffic signals/lighting, water and wastewater treatment plants, facilities and other related work.

### Representative Projects

St. Henry WWTP Study  
Ohio

Delta Wastewater Treatment  
Plant Sludge Study  
Ohio

Delphos Membrane  
Treatment Plant Sludge  
Study  
Ohio

Nevada P.E.- #180704

# PROPOSED PROJECT TEAM AND EXPERIENCE

## MEET OUR KEY PERSONNEL

### Tommy Ramirez, ICC

Construction Inspector

#### Years Experience in Nevada: 32 Years Experience in Industry: 32

Mr. Ramirez has over 32 years of construction management, construction inspection, document control and design experience as well as experience as a contractor. He has worked on public facilities including roadways, bridges, flood control, utilities, traffic signals / lighting / fiber, buildings, facilities and associated work. Mr. Ramirez is versatile and has well-rounded construction experience which complements his abilities on any infrastructure project. He is technically skilled in effective communication with the team and other stakeholders. He is an organized, detailed professional and is excellent at anticipating potential issues before they become critical. He is proficient in many project management and document control software applications. Mr. Ramirez also has experience as a structural designer for numerous building projects in Southern Nevada.

### Representative Projects

Silverado Ranch Detention Basin and Outfall Facilities Ph. B  
Las Vegas, NV

Hollywood System, Phase II-  
Nellis Air Force Base Reach  
North Las Vegas, NV

Las Vegas Wash Main Branch Channel and Trail Improvement Project  
Las Vegas, NV

I.C.C., Commercial Building Inspector-(#8021363-B2) Exp. 12/12/2023, Primavera Contract Manager 14, Primavera P6 Professional Fundamentals (PROF-V1) (#3845)

### Robin Tanasi

Wastewater Design

#### Years Experience in Nevada: 18 Years Experience in Industry: 18

Ms. Tanasi has 18 years of experience in construction administration and record keeping experience in the construction management and engineering field. She is proficient in Submittal Exchange, Primavera Contract Manager and MasterWorks. She manages the flow of information including submittals, RFI's, change orders, meeting minutes, etc. Ms. Tanasi has an excellent reputation for thoroughness and follow-through. With her construction management training, she applies her knowledge in the document control field in assisting the team in the management of the project

### Representative Projects

Sewer Rehabilitation Group J – Ann, Rio Vista, Bradley, Elkhorn  
Las Vegas, NV

Flamingo Diversion –  
Rainbow Branch  
Las Vegas, NV

Nevada Way – Utility Replacement  
Boulder City, NV

OSHA 30 Hour Outreach Training – Construction, ACI Concrete Field-Testing Technician – Grade I  
NDOT RE Academy

# PROPOSED PROJECT TEAM AND EXPERIENCE

## MEET OUR KEY PERSONNEL

### Daisy Vidal, PE

Wastewater Design

#### Years Experience in Nevada: 9 Years Experience in Industry: 9

Ms. Vidal is a highly motivated professional that can quickly adapt to new projects and situations. With over 9 years of experience in the civil engineering field, Ms. Vidal's expertise includes collection system rehabilitation and assessment. She is efficient in writing and compiling technical memorandums, reports, and miscellaneous contract documents and is certified as a National Association of Sanitary Sewer Companies (NASSCO), Pipeline Assessment Certification Program (PACP) and Manhole Assessment Certification Program (MACP) inspector. Ms. Vidal is competent in various aspects of civil engineering such as pipeline design and wastewater treatment design, and she is proficient in Microsoft Office, GIS, WaterCAD and PipeLogix.

#### Representative Projects

CCWRD FWRC Facility  
Plant Rehabilitation  
Las Vegas, NV

Apex Wastewater  
Treatment Plant  
North Las Vegas, NV

Apex Sanitary Sewer  
Collection System  
North Las Vegas, NV

Nevada P.E.- #014072, NASSCO Inspector Training Certification Program; Cured-in-Place and Manhole Rehabilitation, NASSCO Inspector Training Certification Program; Manhole Rehabilitation NASSCO Certification Program; Lateral, Pipeline and Manhole Assessment, OSHA 10 Hour Construction Certification

### Mike Atherine, PE

Wastewater Design

#### Years Experience in Nevada: 30 Years Experience in Industry: 48

Mr. Atherine is a Senior Project Manager for the Water Resources Division. Mr. Atherine applies more than 48 years of experience to guide his seasoned team of engineers, technicians, funding specialists and project development experts to develop new and improved infrastructure systems based on current regulations and integrating state-of-the-art technology. Mike oversees design development, personnel assignments, project cost and time budgets, and quality control for nearly all of Kleinfelder-PDG's water and wastewater infrastructure services. He specializes in water and wastewater design for municipal clients, including water and wastewater treatment works, sanitary sewers, pump stations, forcemains, waterlines and elevated water storage tank projects. Mike also directs plan approvals by regulatory agencies and financing assistance from state and federal grant and loan programs.

#### Representative Projects

CCWRD FWRC Plant  
Rehabilitation,  
Las Vegas, NV

Virgin Hyperloop One-  
Propulsion Open Air Test &  
DevLoop Test Sites  
North Las Vegas, NV

Duane R. Egeland  
WWTP Construction  
Detroit, MI

Nevada P.E.- #10850, Level 1 Technician (ACI)

# PROPOSED PROJECT TEAM AND EXPERIENCE

## MEET OUR KEY PERSONNEL

### Steve Renck, PE, SE

Structural Design

#### Years Experience in Nevada: 30 Years Experience in Industry: 45

Mr. Renck specializes in the structural engineering, design, and construction document production of transportation structures. His expertise involves seismic analysis and design of mid-rise structures using steel and concrete ductile seismic moment resisting frames (SMRF's), seismic braced frames (SCBF'S), as well as concrete and masonry structural walls. Steve has developed and maintains post-tensioned design software to optimize structural framing systems of concrete buildings around material construction costs. He has knowledge of reinforcement, concrete, and forming costs associated with concrete construction. Mr. Renck is skilled at seismic analysis of mid- and high-rise buildings using ETABS computer program system, design of cast-in-place post-tensioned concrete seismic frames, long-span beam and slab concrete design, and 2-way slab design. His production skills include AutoCad and structural construction contract documents.

#### Representative Projects

Clark County Shooting  
Complex Regional  
Drainage Facilities  
Las Vegas, NV

Las Vegas Convention Center  
Expansion Phase Two  
Las Vegas, NV

CC-215 Beltway  
Pedestrian Bridges  
Las Vegas, NV

Nevada P.E.- #6714

### Alan Kohart, PE

Wastewater Design / Electrical Design

#### Years Experience in Nevada: 14 Years Experience in Industry: 24

Mr. Kohart has over 24 years of professional electrical engineering experience and serves as the Kleinfelder-Poggemeyer electrical department's main quality checking engineer. Alan serves as electrical engineer on projects in many areas including power distribution, grounding, electrical controls, process instrumentation, water and wastewater. Alan establishes creative strategies for optimizing operations with a focus on safety, risk management, and value-added customer service. Before joining our company, Alan worked for an electric distribution company and a power engineering consultant giving him the unique opportunity to work with customers, building personal relationships along the way, to reduce their energy costs and contribute to their operational goals.

#### Representative Projects

Woodville Water Treatment  
Plant, Ohio

Genoa Wastewater  
Treatment Plant  
Improvements  
Genoa, NV

Bowling Green Water  
Treatment Plant Repairs  
Ohio

Nevada P.E.- #027333, Project Management Professional (PMP), No. 2027155, Project Mgmt Institute Certified Energy Manager, No. 24594

# PROPOSED PROJECT TEAM AND EXPERIENCE

## MEET OUR KEY PERSONNEL

### **Emily Schwarzkopf, PE**

Mechanical Design

#### **Years Experience in Nevada: 5 Years Experience in Industry: 10**

Ms. Schwarzkopf joined the team in 2017, and has over 10 years of professional mechanical engineering experience. She has experience in a broad range of industries and projects, including water and wastewater treatment plants, consumer plastic bottle manufacturing, petrochemical refining, semiconductor manufacturing, and office buildings.

### **Representative Projects**

West Unity WWTP  
Improvements,  
Ohio

Ottawa County WWTP  
Improvements  
Ohio

Lagrange WWTP  
Expansion,  
Ohio

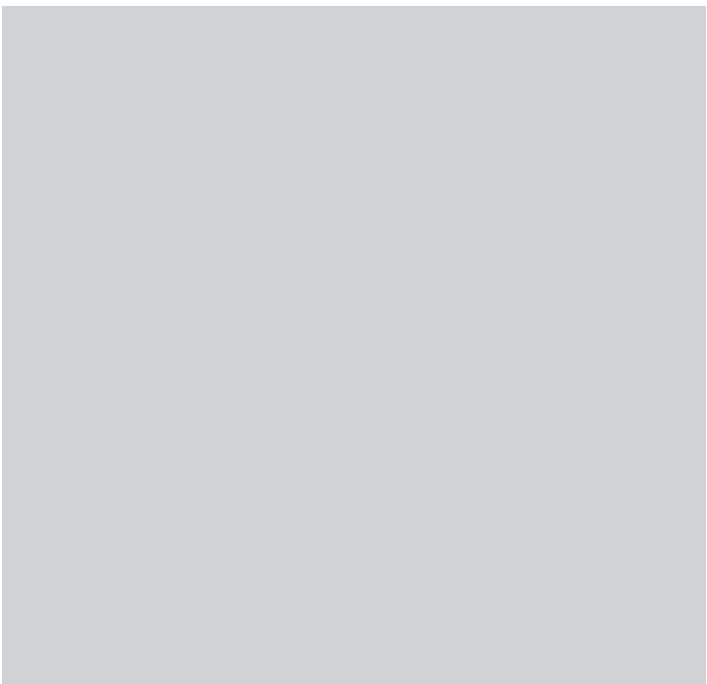
Nevada P.E.- #025497, Water Education Federation, National Fire Protection Association, American Society of Plumbing Engineers, American Society of Heating, Refrigeration & Air Conditioning Engineers

### **Richard Bennett**

Odor Control/Aeration

Mr. Bennett is President of IFM, a Division of Kleinfelder, specializing as a full capacity water and wastewater company. Rick is responsible for overseeing the general operations. He assists industrial clients in optimizing their water treatment systems with equipment design, ultrapure water systems including reverse osmosis and deionization. He has also been involved in design review and troubleshooting of many different water treatment systems. Prior to joining IFM, Mr. Bennett ran large water treatment companies in Freehold, New Jersey, Brooklyn, New York, Memphis, Tennessee, and Findlay, Ohio. He brings a broad resume of water technology applications and fiscal knowledge.

All key personnel and most of our team listed are very experienced in CMAR project delivery as CMWorks specializes in and provides CMAR consulting as a stand-alone service along with our construction management services. We are knowledgeable in NRS and NAC 338 regulations pertaining to CMAR. We represent owners in planning and managing CMAR construction projects from design phase through the closeout/commissioning process. CMWorks emphasizes critical preconstruction and planning services of CMAR project delivery to ensure maximum value to the project and owner.



702.256.4335  
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**Exhibit  
Basic Services Agreement  
Flow Equalization Basin**

Project Schedule Months	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	
	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17	M18	M19	
Pre-Construction																				
Construction																				
Post-Construction																				

**Project Staffing Plan**

Months	Billing Rate	M1 1/76	M2 1/76	M3 1/76	M4 1/76	M5 1/76	M6 1/76	M7 1/76	M8 1/76	M9 1/76	M10 1/76	M11 1/76	M12 1/76	M13 1/76	M14 1/76	M15 1/76	M16 1/76	M17 1/76	M18 1/76	M19 1/76	Total Hours/Units	Total Fee
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**CMWorks Services**

<b>Base Contract</b>																							
Project Manager/Senior CM	\$ 215.00	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	162	\$ 34,830.00
Construction Mgr/Sr. Scheduler	\$ 195.00	120	160	160	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	176	\$ 447,720.00	
Senior Construction Inspector	\$ 170.00	40	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	40	\$ 492,320.00	
Construction Inspector	\$ 155.00				160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160		\$ 248,000.00	
Office Technical / Scheduler	\$ 150.00	20	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	80	\$ 12,000.00	
Construction Administrator	\$ 97.00	120	176	176	120	120	100	100	100	100	100	100	100	100	100	100	100	100	100	100	176	\$ 202,536.00	
QA Material Testing	\$ 6,500		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	15	\$ 97,500.00	
Field Office																					0	\$ -	
<b>Subtotal Base Contract</b>																					9,137	\$ 1,534,906.00	

**Additional Services**

Project Manager/Senior CM	\$ 215.00																					\$ -
Construction Manager/Schedule	\$ 195.00																					\$ -
Senior Construction Inspector	\$ 170.00																					\$ -
Office Technical / Scheduler	\$ 150.00																					\$ -
Construction Administrator	\$ 97.00																					\$ -
QA Material Testing	\$ 6,500																					\$ -
Field Office																						\$ -
<b>Subtotal Additional Services</b>																						\$ -

<b>CMWorks Total</b>																							\$ 1,534,906.00
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- Notes:
1. Assume 15 months construction.
  2. Billing rate includes vehicles, laptops, tablets, cellular telephones, and other appurtenant equipment.
  3. QA Material Testing is estimate with proposal to follow
  4. Prior approval by City needed prior to working additional services
  5. Punchlist included in 15 month schedule

Engineer's estimate = \$16,200,000

