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A regular meeting of the Capital Projects Advisory Committee was held on Thursday, February 20, 1997 in the Administrative Complex Conference Room #59, 2621 Northgate Lane, Carson City, NV at 5:30 p.m.

PRESENT: Chairperson Gary Sheerin

Vice Chairperson Jenny Lopiccolo

Richard Baker Ed Moran Ron Swirczek

STAFF: John Berkich, City Manager

Noel Waters, District Attorney

Paul Lipparelli, Chief Deputy District Attorney Walter Sullivan, Community Development Director

Jay Aldean, Public Works Director John Iratcabal, Purchasing Director

Barney Dehl, Undersheriff

Bill Callahan, Chief Deputy Sheriff Jerry Mather, Chief Deputy Sheriff Fran Smith, Recording Secretary

NOTE - Unless otherwise indicated each item was introduced by Chairperson Sheerin. Individuals speaking are identified following the heading of each item. A tape recording of these proceedings is on file in the Clerk-Recorder's office. This tape is available for review and inspection during normal business hours.

A. CALL TO ORDER - Chairperson Sheerin called the meeting to order at 5:38 p.m. A roll call was taken and a quorum was present although Members Honkump and Mullet were absent.

DISCUSSION AND POSSIBLE ACTION REGARDING THE CONSTRUCTION AND BID DOCUMENTS FOR THE PUBLIC SAFETY/COURTHOUSE COMPLEX PROJECT AND OTHER BUDGET RELATED MATTERS - (1-0009.5) Bruce Fullerton of DMJM - Gordon Graham of Vanir - Dan Carne, local DMJM representative - Barney Dehl, Undersheriff - Mr. Sullivan reported that during the plan check of the plans that have been submitted an issue came up regarding the square footage space per inmate in the cells. He added it was his understanding that the requirement is in the Nevada Administrative Code. He said Mr. Lipparelli had been asked to provide an opinion on whether that code is relevant or what exactly its status is as it relates to the project. Mr. Fullerton explained that in the DMJM design the cells are seventy square feet and for a cell of one inmate it meets the code. He added that dormitories have a minimum area requirement of seventy-five square feet per person which meant the cell would be 150 square feet and at their design of seventy square feet that was not being met. He added, however, that if the double bunked cells are in a housing unit with a big day room then adding them together would provide more than the required square feet. Mr. Lipparelli said the Administrative Code is as Mr. Fullerton explained. He then read from a section of the code which spelled out what needs to be submitted for alteration or new construction of any local correctional institution before any work begins. He also talked about the requirements of the State Health Department. Discussion ensued on the interpretation of what a cell/dormitory is.

(1-0169.5) Mr. Graham said nationwide there is usually a distinction between dormitory groupings of inmates and cell type groupings of inmates. He provided examples of how this works. Mr. Dehl commented that dormitories are limited to fifteen inmates. Mr. Carne said the date on the code is 1980 and did not believe the concept of day rooms in jails existed at that point. Mr. Graham noted that another thing that commonly happens is that a restriction of fifteen per dorm area is driven by the size of the facility and its type. Chairperson Sheerin asked if there is a variance process in the code. Mr. Liparelli said within Chapter 211 of the code he could not find any express authority for seeking variances. He added that typically the Nevada Administrative Code is numbered to correspond with the chapters of NRS. He felt that it could possibly be somewhere in the State Health Code and

that is something that should be explored. Vice Chairperson Lopiccolo asked if it would be the Carson City Health Department or the State Health Department who would make the interpretation of the code for the Committee. Mr. Liparelli said it was his understanding that the State has told City health to review the plans and determine their compliance with the code. He reiterated what he had said about learning more about this. Mr. Sullivan reported he had spoken to Daren Winkelman, the City's Health Department Director, who had said he believed there was a variance procedure. He added that they would have to go back to see if it is available. Member Baker reported in the past he had gone through the State on projects and had never heard of this requirement. Member Swirczek asked if there are any Federal Standards to govern this in this area. Mr. Liparelli said there has been a review of the American Correction Association's standards and it appears the plans meet the requirements of the national standards that are used throughout the country. Mr. Fullerton said the ACA standards are guidelines that contain a lot of requirements on space, light, staffing, etc. He added that as architects when they have worked on projects they had never designed a facility that met all the ACA standards. He noted that the latest version says that a single bunk cell should have seventy square feet and thirty-five square feet of unencumbered space which is something their design meets. Member Swirczek referred to what the Federal people had said about the City's jail being overcrowded and that the City had to do something about it. He asked under what standards they would have to use to mitigate the problem. Chairperson Sheerin said this is a legal matter and felt the first thing to do is request that the District Attorney's office review the issue and to look into the possibility of a way the City's health department can interpret the code to the Committee's satisfaction. He then mentioned a potential variance and felt it is something that would have to go before the State. Mr. Liparelli said they are already pursuing this on a number of fronts. He added that the Sheriff's office has been contacting other communities in the state to find out why the issue has not come up in some other facilities. He emphasized that he did not think there has been a violation thus far, even if this code applies. Chairperson Sheerin said he wanted to proceed as quickly as possible and asked Mr. Liparelli to notify the Committee as soon as possible if there is a problem and also a report on his research.

(1-0515.5) Chairperson Sheerin then asked for an updated schedule. Mr. Aldean had copies which he provided to the Members. He reported that the impound facility will not be built as soon as desired. He provided details on what has been done to date. He also talked about some delays on the dates for plan submittal, advertising, pre-bid, bid opening, Board of Supervisors approval and award, and the start of construction. Chairperson Sheerin then asked for an update on the Detox Center. Mr. Aldean said it was waiting for the sewer line to be hooked up. He explained some of the problems they had encountered. Mr. Fullerton then reported they had committed to Mr. Aldean and Mr. Iratcabal that they would get the construction documents to the printer so that they would be available for the bid date. He also said they need to work with the City to get a contract for construction included in the project manual. He added that whatever the contract requires impacts what is in their specifications and they have to be melded. He said they would be responsible for making sure that melding is correct and seamless. Member Swirczek asked about the status of the boilerplate language for contract Vanir was to have gotten from Clark County and Lovelock. Mr. Fullerton said it had been done and that an end product contract had been recommended to the City and in turn recommended to DMJM to work on to incorporate into an industry standard contract called a AIA 201 CMA Contract. He added they have been directed to take a contract that was supplied by Vanir with certain highlighted items and to work those items into supplemental conditions in their contract. He said they now had the product of that effort and was pleased with the final result because it is something they can work with more quickly than if it had been a totally new contract to them. Chairperson Sheerin asked where the contract stands to be finished. Mr. Iratcabal said they were going to use the AIA 201 CMA standard accepted contract and that supplemental conditions had been developed between DMJM and the comments that had been received from Vanir regarding the Mariposa contract. He added that those comments had been submitted to him and DMJM. Mr. Waters confirmed that his office would be involved in reviewing the contract. Mr. Fullerton said it is their role to take all this and put it together and as they do that there would be drafts which would be sent to Mr. Iratcabal and the District Attorney. Mr. Fullerton commented on the possibility of making minor adjustments before it goes out to bid. Mr. Waters said he wanted to see it before it goes out whether it is a draft or the final product and wanted to sign off on it. Mr. Liparelli cautioned that the more changes that are made after the time it is included in the packet the more chance there is for a potential bidder to dispute some of the changes. Member Swirczek agreed that the contract should not go anywhere until the District Attorney signs off. Discussion ensued

on the timeframe for printing the book and Mr. Fullerton said the book would be thick but the changes being discussed impact only a few pages. Vice Chairperson Lopiccolo asked about the exact status of the contract and Mr. Fullerton said they and the City had just gotten it from Vanir and the City had had advised they were happy with what had been sent.

(1-0943.5) Vice Chairperson Lopiccolo said she would like to know what the breakdown had been. Mr. Graham provided details on how they had worked on some technical information, general conditions, and the timetable. Member Swirczek then asked Mr. Berkich who is in charge of contracts of this magnitude. Mr. Berkich said Mr. Iratcabal is basically the City's contract officer and he, together with the District Attorney's office, is responsible for putting out City approved contracts. Chairperson Sheerin asked if there was anything else Mr. Iratcabel needed in order to complete his job. Mr. Iratcabal said he just needed to have a couple of conversations with Mr. Fullerton's staff and that he could have something ready for the District Attorney to look at by February 24. Mr. Fullerton felt that Mr. Iratcabal could show a lot of the boilerplate details by the 24th but the actual contract for construction would not be available in final form until March 7; however, hopefully a draft could be ready earlier. Mr. Subramanian noted that the base document is something that could be reviewed right now. Chairperson Sheerin asked Mr. Aldean if the timeframe he had prepared was viable. Mr. Aldean said he had a concern about the lead time on the impound building and that more research would be done. He added that the City might have to rent space in the meantime.

(1-1170.5) Member Swirczek noted the months that had been lost and asked how long it would take for the building to be enclosed. Mr. Fullerton said he had asked his staff and they had estimated five or six months. He added if it is five then that puts it in November. He expressed a concern with a possible glitch because there is no time cushion at this point. Chairperson Sheerin noted that they had been told there are bidders waiting for the package and asked if that is still the case. Mr. Fullerton said he knew of nothing different but perhaps Vanir might have a sense for getting it far enough along before winter and also what the market looks like now. He noted that the winter had been hard and there are a lot of contractors ready to sharpen their pencils. He also cautioned it is still a contractors market to a degree and a big windfall should not be expected in cost savings. Mr. Subramanian suggested that some market research be done at the general contractor level. He also felt that the five month estimate is doable unless there is a glitch as mentioned earlier. At this point Chairperson Sheerin asked that Purchasing, the District Attorney, and the architects stay on top of the process so that the March 12 date is not missed.

(1-1235.5) Mr. Fullerton referred to the issue of the PAL building being on the site and said it would impact the contractor because of the soil tests, etc. He also commented on the cost of these problems and the demolition.

(1-1281.5) Mr. Fullerton then talked about the add alternates which had been discussed in December. He said he had been directed to have the Work Release, the wood paneling in the courthouse, the snow melt systems as alternates. He added that he was also directed to have the alternate fuel capability as an add alternate but there had been discussed. He said at the time their cost estimate said it was only worth \$10,000. He also said it was his understanding if it was worth more then he was to make it an add alternate. He explained he had since come to the determination that it is not worth much more than \$10,000. At this point he asked for input from the Committee as to whether they wanted him to carry it as an add alternate or did they want it to be part of the big package. Discussion ensued on the advantages and disadvantages and the Members agreed to keep it on the list. No formal action was taken.

C-2 DISCUSSION AND POSSIBLE ACTION REGARDING VANIR CONSTRUCTION MANAGEMENT, INC. AS CONSTRUCTION MANAGERS FOR THE PUBLIC SAFETY/COURTHOUSE COMPLEX PROJECT - (1-1395.5) Mr. Aldean said at this point they did not have a contract with Vanir to do the construction services and said staff was seeking direction from the Committee as to whether they should continue with Vanir or seek another professional to do the work. Chairperson Sheerin asked what were the alternatives. Mr. Aldean said at this point the State of Nevada does not require that they go out with an RFP for a professional services contract. He added that they have a list of proposers to the RFP from the fall.

He added at that time the contract represented pre-construction and construction management services. He advised this time if they went out for an RFP it would be cut considerably because the pre-construction services would be completed. He felt that the time to do an RFP is critical and if somebody other than Vanir would do that work then the RFP process is not recommended because the construction managers would be here being part of the bid process if that is what the Committee wants. He also commented that there have been a number of delays and said staff has a number of concerns with performance and they need direction from the Committee as to whether they should proceed with negotiating the contract with Vanir for construction management or if they should make recommendations for other professionals to do the work.

(1-1437.5) Mr. Subramanian said he is a Senior Vice President with the company, a registered architect, and has experience on several projects similar to this. He also noted that Vanir is committed to working on this project as construction management. Mr. Berkich asked what would be the last date for bringing a CM if the Committee were to do that. Mr. Aldean felt that the CM should have an opportunity to review the bid documents because the are going to be operating the bid documents to make the project come to fruition. He felt those documents are critical in the overall construction of the job and the CM needs to become comfortable with them, with what the owner's responsibilities are and those of the contractor. Mr. Berkich commented that after discussions with staff and Mr. Fullerton it is their position that there be a CM. Mr. Aldean confirmed for Mr. Berkich that there is not really much of a budget for a CM scope of work. Mr. Sullivan said approximately \$35,000 had been spent out of a budget of \$150,000. Mr. Berkich then suggested that staff look at the possibility of augmentation to the budget based on the scope of work and some negotiated amount of money. Chairperson Sheerin felt that the general feeling on the Committee is that a CM is an order. He also expressed his belief that the Committee should keep all their options open at this point and noted that Mr. Aldean should start negotiations with Vanir to see if a scope of work and an amount of money can be agreed on. He also felt that should be paralleled with one of the other proposers. Vice Chairperson Lopiccolo mentioned the concerns Mr. Aldean expressed earlier regarding Vanir's performance until now and said she, too, had concerns. Mr. Graham said the general conditions part of this has been a disappointment and said they could do that if they were to alter the document. He added they had found other areas where they thought they could be helpful. He added, if it is amenable with everyone, they could go ahead and take the lead on the general conditions development. Member Swirczek asked about how the communication process had worked. Mr. Graham said there had been discussions with Member Baker and Mr. Carne regarding the general conditions and noted it had soon become apparent that the negative aspects of doing that outweighed any benefit it would be to the City. They had concluded that a central document needed to be used, e.g. one that was the most sellable, effective and useful to everbody. Member Swirczek felt the issue was the performance Mr. Aldean and Vice Chairperson Lopiccolo had referred to earlier. He asked for more details from Mr. Aldean. Mr. Aldean said he had been on the team who had interviewed Vanir and said one of his reasons that set Vanir apart from the other companies was that they had already completed a review and and had specific evaluations they could make as recommendations to the Committee in order to save money. However, he added what had not impressed him was the fact that they had an \$80,000 contract for which they were to provide a number of pre-construction services. He said that contract had eventually been terminated and said they had put in paragraphs in for several things and felt they could not pull one section out for a price and not the others. He said when it came down to whether or not Vanir should be hired he was not sure. Member Swirczek said the Committee was at a critical time and, although there might be dissenters among the Committee as to a CM, he felt there should be some oversight. He added that the time lines the Committee had been given are crucial, that they were down to the wire, have to make decisions, and needed to give direction to staff because they can't be just wandering around given the time lines. Mr. Iratcabal said there was some confusion and commented that he had expected Vanir to prepare the general conditions. He added he had not been at the meeting but had been told that Vanir would write the conditions. He did not think that same feeling had been conveyed to DMJM and said it was not the fault of DMJM or Vanir. He also expressed his feeling that losing a member of the Vanir group, Ken Harms, definitely had an effect. Mr. Sullivan said he had been at a meeting in January which had been attended by Mr. Graham, Mr. Fullerton, and most of the Committee. He felt he had a good idea of what was said and what was committed to. He explained there had subsequently been conversations with Mr. Fullerton and Mr. Harms because there was a concern with the contract. He added at that point Mr. Harms felt Mr. Graham could supply information promptly but it had not been received until a few days ago. He said his own personal feeling was that

they had not performed with due diligence and that it was sub-standard given the time frames the Committee and staff are under. Chairperson Sheerin felt that Vanir had changed and, as Member Swirczek had indicated, that the Committee could not deviate. He said rather than negotiate further with Vanir the Committee should direct staff to negotiate in a different direction. Mr. Subramanian reiterated their track record on other projects and requested that the general conditions should not be the gauge to make a decision and that the Committee should consider the overall picture and the reasons they had selected Vanir in the first place.

(1-1941.5) Chairperson Sheerin said another concern he had was the budget the Committee has and the budget Vanir came in with and said he believed it would be difficult to negotiate a bottom line. He said the Vanir concept is multi-layer and said he had a serious doubt that the Committee could get to a scope for the amount of money they could afford. Mr. Liparelli said he will probably be called on to review whatever contract emerges from the negotiation process and decide whether it accomplishes what it is supposed to. He also said he would profit from a discussion on what the Committee is really seeking in a CM. He recalled in the beginning it was felt that the CM was going to be guaranteeing the maximum price of the project and was going to be submitting itself as a firm to the financial risk of not delivering the project on budget and on time. He noted that had been resolved those things were no longer permissible. He felt it would be useful to know what the scope of work is really going to look like because it might not be a contract that requires the level of expertise that some of the higher priced firms offered. Vice Chairperson Lopiccolo commented that the contract delay and the way it was handled was not the issue with Vanir but rather the fact that they had not delivered what they had promised. She cited the example that they had not been at meetings where they were to have been, had not delivered information that had been requested of them at previous meeting weeks before, and added she had not seen a degree of commitment to the project until this meeting. Mr. Graham said it had not been communicated to him that there was an issue of not attending meetings or not supplying information. Mr. Fullerton said they had received useful information from Vanir but had a concern it had not been timely. He felt that whoever the Committee hired as CM they need to make sure they have a good track record working with contractors. Member Swirczek noted that the City has not been involved in a project of this magnitude and said the reason Vanir had been hired to give guidance on what to do but it had not happened. He felt somebody should have taken the lead role. He felt otherwise if the City had the expertise they would not have needed Vanir. Mr. Aldean explained that when the pre-construction services contract was written all the items were part of it but the Committee held Vanir back and told them to cease work and had not called them until January asking them to do some specs. He added that the Committee and staff, knowing they had limited funds and could not indiscriminatly require extra services, and had tried to poor boy it by asking them to do more work. Mr. Fullerton said DMJM works with all kinds of clients and when the clients have either in house or a contracted expert on construction management they take what is given them and that is standard procedure. Member Swirczek asked that a meeting be scheduled in a week and for Vanir to come back to the Committee with a recommendation on what they need. Member Moran expressed his feeling that the most important thing at this point is to try to get a contract. He cited an example of a project he had been involved in where a contract was required and commented on the timely way it had been accomplished. Member Swirczek asked from this point forward and when ground breaking takes place who would be on site to make sure it comes in on time and on budget. He added if he was to make a motion or vote at this meeting, based on performance of professionals, he would exclude Vanir from the process. He said it is too big a project for excuses, but given what had been said, he believed it could be left up to staff to not exclude Vanir but to come back to the Committee from this point forward with what they feel the Committee needs. At this point Chairperson Sheerin asked Mr. Aldean if he felt he could come back in a week with more than one alternative with Vanir or other alternatives. Mr. Aldean felt he could back with at least two and perhaps three concepts. Discussion ensued on when this could go to the Board of Supervisors and Mr. Berkich suggested they try for the Board's March 6 meeting. No formal action was taken.

- **B. PUBLIC COMMENT** None.
- **D. COMMITTEE MEMBER REPORTS (NON-ACTION)** None.
- E. REPORT FROM PROJECT ARCHITECT (NON-ACTION) Discussed earlier.

- **F. REPORT FROM STAFF (NON-ACTION)** Mr. Dehl asked that an item on the evidence building be agendized for a discussion at the next meeting.
- G. AGENDA ITEMS FOR NEXT MEETING Discussed earlier.
- **H. APPROVAL OF MINUTES** None.
- **I. ADJOURNMENT** There being no further business Chairperson Sheerin entertained a motion to adjourn. Member Baker moved to adjourn. Member Swirczek seconded the motion. Motion carried 5-0. Chairperson Sheerin adjourned the meeting at 8:01 p.m.

The Minutes of the February 20, 1997 meeting of the Capital Projects Advisory Committee

1	ARE SO APPROVED4/24, 1997
,	s/
,	Gary Sheerin, Chairperson