



## **CITY OF RENO OWNER-CMAR PRE-CONSTRUCTION SERVICES AGREEMENT**

This Owner-CMAR Pre-Construction Agreement is entered into as of **November 13, 2024**, between the City of Reno, hereinafter referred to as “Owner”, and the Construction Manager at Risk, **PCL Construction, Inc.**, hereinafter referred to as “CMAR”.

### **Project Identification**

Project Name: Truckee Meadows Water Reclamation Facility (TMWRF) Dewatering Building

Project Location: APN: 021-020-02 (8500 Clean Water Way, Reno, NV 89502)

Project No.: I100126

### **OWNER**

City of Reno  
Utility Services Department  
1 E. First Street, 7th Floor  
Reno, Nevada 89501  
Phone: (775) 399-0149  
Email: smithm@reno.gov

### **CMAR**

PCL Construction, Inc.  
Richard Hewitt  
1711 W. Greentree Dr., Suite 201  
Tempe, Arizona, 85284  
Phone: (727) 224-1933  
Email: rhewitt@pcl.com

**ARTICLE 1 – PRE-CONSTRUCTION SERVICES FEE**

The Owner and the CMAR mutually agree that the fee described herein is for Pre-Construction Services only and in no manner obligates the Owner to enter into a Construction Contract with the CMAR. The Owner will pay and the CMAR shall receive as full compensation for furnishing all labor, materials, equipment, tools, and services, and everything required by this Pre-Construction Agreement (“Contract”), including, but not limited to, providing the required Guaranteed Maximum Price (GMP) proposal (including General Conditions), a total sum not to exceed:

CMAR’s Proposed Fee for Pre-Construction Services	<b>\$ 992,539</b>
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**ARTICLE 2 – INCORPORATED DOCUMENTS**

The Owner and the CMAR mutually agree that the following documents are incorporated into and made a part of this Agreement by reference:

1. Owner’s Request for Proposal (RFP) Solicitation Document
2. CMAR Request for Proposals
3. CMAR Fee Proposal
4. Owner-CMAR General Conditions of the Contract for CMAR
5. Owner’s Addenda  
Addendum 1
6. Certificate of Insurance Liability

**ARTICLE 3 – AGREEMENT MODIFICATIONS**

This Agreement, including incorporated documents, constitutes the entire contract/agreement between the parties and may be modified only by a written Amendment executed by both parties.

**ARTICLE 4 – CMAR PRE-CONSTRUCTION SERVICES**

In consideration of the mutual covenants and conditions provided herein, the Owner does hereby employ the CMAR to perform Pre-Construction Services. Per NRS 338.1698, the Owner requires that the CMAR to whom this Agreement is awarded, assumes overall responsibility for ensuring that the Pre-Construction of this Project is completed in a satisfactory manner. Furthermore, the CMAR agrees to expeditiously perform such services for the referenced project. The scope of the CMAR’s Pre-Construction Services includes, but is not limited to the following:

- A. Participation in regularly scheduled bi-weekly design progress review meetings with the Design Team and the Owner. The CMAR shall provide ongoing input with respect to constructability, construction cost and duration, sequence of construction, and construction means and methods;
- B. Participation in an initial approach to cost workshop and then regularly scheduled estimate coordination meetings with the Owner to establish and refine pricing assumptions and methodologies, to schedule and develop a plan to price each phase of design, and to communicate changes in scope, quantities, assumptions, or phasing/staging—all to ensure a consistent foundation for each respective estimate and the GMP.

- C. Participation in finalizing pre-qualification proposal requirements. Coordination and management of pre-qual proposal solicitation to Alfa Laval, Andritz, Centrisys, Flottweg, and GEA. Obtain and distribute proposals, coordinate review, participate in the selection of a minimum of 3 centrifuge manufacturers. Coordinate, contract, supervise and manage pilot testing to determine achievable dewatering performance with TWWRF sludge. Pilot testing of each centrifuge shall occur in quick succession (not simultaneously) to avoid variation in seasonal sludge characteristics. Manufacturer bench testing of TMWRF sludge shall also be included and conducted approximately one month before each pilot test and coordinated and managed by the CMAR. The pilot testing shall vet the manufacturers and determine, with a satisfactory level of confidence, that the full-scale installation shall perform as well or better than the pilot testing performed during the pre-design phase. Further detail regarding bench and pilot testing can be found in Appendix B and C of the Predesign Report. Conducting investigations, with participation by appropriate subcontractors, of all existing site conditions.
- D. Assessment and advisement regarding schedule impacts related to long-lead submittals, long-lead equipment procurement, and/or early, severable work packages.
- E. Development of the construction phase (and any early procurement or work package) baseline schedule and phasing/staging plan(s) for use and review during the estimate process and during the construction phase. The CMAR is to revise its baseline schedule and phasing/staging plan based on comments received and progression of the Project during each milestone estimate period (30%, 60%, 90%, and 100%). The schedule is to include the Project's construction phase duration (including any early procurement or work packages), identifying key milestones, deliverables, and dependencies/logic, along with durations for procurement, shop drawing submittal and review, material submittals, construction work/management, and closeout.
- F. Development of questions (RFIs), review comments, suggestions, and cost estimates (or the GMP) at each of the phases of design (Schematic Design, Design Development, and Construction Documents).
- G. Attendance and active participation in various estimate/GMP process meetings, including quantity reconciliation meetings, subcontractor and vendor meetings, and pricing reconciliation meetings for each milestone pricing period (30%, 60%, 90%, and 100% - including for the GMP submittal). The CMAR is to offer insight on its estimate assumptions and methodologies, schedule and phasing/staging approach, and backup material in support of its costs during each meeting.
- H. Assistance with identifying and reconciling differences between the Independent Cost Estimate(s) and the CMAR's cost estimate(s);
- I. Assistance with developing bid alternates as may be appropriate to accommodate the project budget and the current cost estimates.
- J. Development of constructability and value engineering suggestions at each phase of design (Schematic Design, Design Development, and Construction Documents), including final CMAR constructability and value engineering suggestions based upon documentation of all previous CMAR constructability and value engineering suggestions that have been incorporated into the Construction Documents. CMAR constructability and value engineering suggestions shall be based on relevant first cost, life cycle cost, schedule impact, and constructability issues.
- K. Active participation and ongoing input into the risk and innovation management process that identifies, manages, and allocates risk/innovation, minimally, at each phase of design. For each meeting/workshop, the CMAR is to help identify, quantify, document, and implement overall Project, Owner, preconstruction, and construction risks and innovations, alongside management strategies, monitoring procedures, and written input into a Project risk register used to inform pricing assumptions and contingencies.

- L. Development and implementation of a Subcontractor Plan for the construction phase that adheres to all related NRS requirements, including:
- a. Advertisements, pre-qualification procedures, and contracts with all subcontractors conducted in accordance with NRS Sections 338.16991 and 338.16995. Advertisement for subcontractor applications must comply with NRS 338. 1385 (1) (a). Subcontractor qualifications and involvement shall also be coordinated as described in Request for Proposals Article 7, Section 5 'Project Implementation Plan'.
  - b. Development of potential bidder lists for all trades where the estimated value of the subcontract is at least 1% of the total cost of the public work, or \$50,000, whichever is greater. The complete list of subcontractors that the CMAR intends to solicit bids from shall be provided to the Owner prior to issuing the request for proposals to subcontractors.
  - c. Distribution of documents to potential bidders, coordination of pre-bid conferences and bid openings, and determination of the best bids in each category. Prior to issuing requests for proposals to subcontractors, the CMAR shall provide the Owner with a copy of the CMAR's request for subcontractor proposals, including the form that the subcontractors must utilize to submit their proposals, along with all associated instructions.
  - d. Coordination of the date and time of the bid opening with the Owner to ensure that the Owner is represented at the bid opening. The CMAR shall provide the Owner with a bound copy of all documentation submitted by subcontractors and suppliers immediately after the bid opening concludes. The bound copy shall also include the CMAR's summary tabulation of the bid results.
  - e. Coordination procedures for input and questions from subcontractors with regard to each of the items described in this section/article.
  - f. Review protocols for all subcontractor proposals to determine completeness of scope, adherence to project schedule, and commitment to quality and safety before making the final recommendation to the Owner. The CMAR's recommendation shall be based on what is deemed to be the best value for the Owner.
  - g. Development of a GMP Proposal based on bids obtained from all necessary subcontractors after reviewing and coordinating the bid results with the Owner. Along with the GMP Proposal, the CMAR shall submit a bound set of documents that includes all subcontractor proposals for which the estimated value is at least 1% of the total cost of the public work, or \$50,000, whichever is greater, and narratives as necessary to describe any changes to the submitted subcontractor proposals.
  - h. Development of the following plans to inform the estimates, GMP, and construction phase operations:
    - i. Site MOT/access plan
    - ii. Material/equipment procurement plan
    - iii. Quality control plan
    - iv. Site security and worker/public safety plan
    - v. Environmental compliance plan
- M. This project may be funded in part with Federal Funds. In accordance with Executive Order 12549, contractors, subcontractors, and material and service suppliers (including engineers) who's contract is expected to equal or exceed \$25,000 must have a DUNS number and be registered in the US Government System for Award Management (SAM). The implementation of the American Iron and Steel Act, Buy America, Buy American, and Build America Buy America Acts are required. See supplemental attachments for additional Federal conditions.

## **ARTICLE 5 – TIME**

Time shall be of the essence of this Agreement and the CMAR agrees to satisfactorily complete all professional services and work within the time limits established in the incorporated documents. Failure to comply with the time schedule set forth in this Agreement shall be deemed adequate cause for termination of this Agreement.

#### **ARTICLE 6 – STATUTORY REQUIREMENTS & GOVERNING LAW**

The CMAR agrees to all terms and conditions of the Nevada Revised Statutes (NRS) and the Nevada Administrative Code (NAC) as may apply to this Agreement and to the work performed under this Agreement and agrees to comply with all such applicable portions of the NRS and the NAC. This Agreement shall be construed and interpreted according to the laws of the State of Nevada. Any action brought by either party arising out of or related to this Agreement shall be brought in a court located in Washoe County, Nevada and not elsewhere.

#### **ARTICLE 7 – OBLIGATION LIMITATION**

The Owner and the CMAR mutually agree that the fee described herein is for Pre-Construction services only and in no manner obligates the Owner to enter into a construction contract with the CMAR.

#### **ARTICLE 8 – EXAMINATION OF DOCUMENTS**

Execution of this Agreement by the CMAR shall constitute the representation by the CMAR that the CMAR has examined the contents of all contract documents, including the General Conditions of the Agreement, that the CMAR has read and understands the same, and specifically agrees to be bound thereby.

#### **ARTICLE 9 – LEGAL ACTIONS**

This Agreement shall be construed and interpreted according to the laws of the State of Nevada. Any action brought by either party arising out of or related to this Agreement shall be brought in a court located in Washoe County.

#### **ARTICLE 10 – DISPUTE RESOLUTION**

In the event of a dispute between the Owner and the CMAR that cannot be resolved satisfactorily between the parties, third party mediation shall be commenced and concluded utilizing a mediator acceptable to the Owner and the CMAR prior to pursuing either arbitration or legal action. Fees for mediation shall be shared equally between the Owner and the CMAR. Any legal action brought by the CMAR or their representatives shall be made in Washoe County. In the event of either arbitration or litigation the prevailing party shall be entitled to an award of attorney's fees and costs.

#### **ARTICLE 11 – INDEMNIFICATION**

To the fullest extent permitted by law, the CMAR shall defend, indemnify, and hold harmless the Owner, the Design Consultant, and the agents and employees of all of them from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) but only to the extent caused by the negligent acts or omissions of the CMAR, a Subcontractor, a supplier, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

## **ARTICLE 12 – ASSIGNMENT RIGHTS**

This Agreement is not assignable.

## **ARTICLE 13 – TERMINATION**

This Agreement may be amended or terminated by mutual written consent of the parties hereto. The Owner, however, specifically reserves the right at any time to terminate this Agreement for convenience seven calendar days after having served the CMAR with a written notice of termination.

Upon termination, for other than a breach of this Agreement by the CMAR, the Owner shall make payments to the CMAR of all fees due but unpaid for services or work completed to the satisfaction of the Owner as of the time of the notice of termination. The making of such payments by the Owner shall constitute a complete release of all the responsibilities of the Owner under the terms of this Agreement. The CMAR waives any claim for overhead and profit on the services or work remaining at the time of termination.

## **ARTICLE 14 – OWNERSHIP AND USE OF DOCUMENTS**

Any drawings, reports, studies, photographs, negatives, or other documents prepared by the CMAR in the performance of their obligations under this Agreement shall be the exclusive property of the Owner and all such materials shall be remitted to the Owner by the CMAR upon completion, termination, or cancellation of this Agreement. The CMAR shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the CMAR's obligations under this Agreement, without the prior written consent of the Owner.

## **ARTICLE 15 – INDEPENDENT CONTRACTOR**

The parties agree that the CMAR is an independent contractor and that this Agreement is entered into in accordance with Nevada Revised Statutes.

## **ARTICLE 16 – FAIR EMPLOYMENT PRACTICES**

In connection with the performance of work under this Agreement, the CMAR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age. Such agreement shall include, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As used in this article, sexual orientation means having or being perceived as having an orientation for heterosexuality, homosexuality, or bisexuality. Sexuality and gender identity or expression means a gender-related identity, appearance, expression, or behavior of a person, regardless of the person's assigned sex at birth. Race includes traits associated with race, including, without limitation, hair texture and protective hairstyles.

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

Any violation of such provision by the CMAR shall constitute a material breach of this Agreement.

## **ARTICLE 17 – WORKERS COMPENSATION/EMPLOYERS LIABILITY INSURANCE**

The Owner is not liable for the payment of any premiums, deductibles, or any assessments on any insurance policies purchased by the CMAR. A certificate of insurance evidencing the required coverage shall be filed with the Owner prior to the CMAR commencing any work under this Agreement.

In consideration of the award of this Agreement, the CMAR agrees to waive all rights of subrogation against the Owner, the Owner's officers, officials, agents and employees, for losses arising from the work performed by the CMAR for the Owner.

Workers Compensation/Employers Liability Insurance

Provide Workers Compensation/Employers Liability insurance in the amounts listed. Provide additional coverage as may be required by applicable federal or state laws.

Part One	Statutory Limits	Nevada Revised Statutes Chapters 616A thru 618
Part Two	Each Accident	\$1,000,000
Disease	Policy Limit	\$1,000,000
Disease	Each Employee	\$1,000,000

**ARTICLE 18 – PAYMENT SCHEDULE**

Payment for Pre-Construction Services under this Agreement will be made in accordance with the following schedule:

Schematic Design Phase	10% of Total
Design Development Phase	30% of Total
Construction Documents	30% of Total
Submittal of GMP Proposal	20% of Total
Submittal of Final CMAR Review Comments	10% of Total

**Construction Manager at Risk**

Firm Name: PCL Construction, Inc.

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**Owner**

City of Reno

**ATTEST:**

By: \_\_\_\_\_  
Hillary L. Schieve, Mayor

By: \_\_\_\_\_  
Mikki Huntsman, Reno City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Susan Ball Rothe  
Deputy City Attorney