

- B.9** Staff Report (For Possible Action): Approval of staff recommendation to select PCL Construction, Inc. (PCL Construction) for Construction Manager-At-Risk (CMAR) on the Truckee Meadows Water Reclamation Facility Dewatering Building project and approve the Owner-CMAR Pre-Construction Services Agreement with PCL Construction in the amount of \$992,539. (Sewer Fund)

## STAFF REPORT

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**Date:** November 13, 2024

**To:** Mayor and City Council

**Through:** Jackie Bryant, Interim City Manager

**Subject:** Staff Report (For Possible Action): Approval of staff recommendation to select PCL Construction, Inc. (PCL Construction) for Construction Manager-At-Risk (CMAR) on the Truckee Meadows Water Reclamation Facility Dewatering Building project and approve the Owner-CMAR Pre-Construction Services Agreement with PCL Construction in the amount of \$992,539. (Sewer Fund)

**From:** Matt Smith, Senior Civil Engineer

**Department:** Utility Services

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**Summary:**

Staff advertised a Request for Proposals (RFP) in the newspaper and applicants submitted proposals to be the Construction Manager-At-Risk (CMAR) for the Truckee Meadows Water Reclamation Facility (TMWRF) Dewatering Building. Following Nevada Revised Statutes (NRS) Chapter 338 provisions, a panel of seven reviewed the proposals, selected the proposers to interview, conducted interviews, and provided final rankings for the three contractors. The panel determined that PCL Construction, Inc. was the highest-ranking applicant. NRS provides that the City of Reno (Reno) may now enter into a contract for pre-construction services with the highest-ranking applicant. Under this pre-construction services agreement, PCL Construction will perform, manage, and supervise the pre-construction services for the TMWRF Dewatering Building project located at 8500 Clean Water Way, Reno NV, 89502. The services provided by the CMAR during pre-construction include, but are not limited to, coordination with the Owner and Engineer, establishing early project construction cost estimates, contracting, coordinating, and managing centrifuge pilot testing, determination of potential early procurement items, confined space entry for near term repairs of the existing dewatering building, design assistance and constructability review, risk management, scheduling, developing construction systems or methods for cost reduction or value engineering. Awarding a pre-construction services agreement does not guarantee that the proposer will be awarded a construction contract. Staff recommends that Council approve the selection of PCL Construction for CMAR on the TMWRF Dewatering Building project and approve the Owner-CMAR Pre-Construction Services Agreement with PCL Construction in an amount of \$992,539.

<b>Consent Review</b>	<b>Yes</b>	<b>No</b>
1. Is this item an annual or standard item that comes before Council for regular approval?		<b>X</b>
2. Is this item an agreement required based on an item previously approved by Council?	<b>X</b>	
3. Is this item included in the current budget approved and adopted by Council?	<b>X</b>	
<b>Other Considerations</b>		
What percent of the total City budget does this item represent?	<b>0.11%</b>	

### **Alignment with Strategic Plan:**

Fiscal Sustainability

Infrastructure, Climate Change, and Environmental Sustainability

### **Previous Council Action:**

June 5, 2024: Council adopted a Resolution appointing the City Manager as the authorized representative of Council to conduct the required CMAR selection process.

August 23, 2023: Council approved an agreement for design and construction manager at risk support services with Jacobs for \$4,066,496.

May 25, 2022: Council approved a pre-design and evaluation agreement with Jacobs for \$1,147,233.

### **Background:**

The existing TMWRF Dewatering Building, located adjacent to the digestion facility, was built in 1983 to accommodate smaller flows and less sludge load than the plant currently produces. Additionally, the facility was built using 1980s building code requirements that were significantly less stringent than today's code, resulting in unsafe conditions and the risk that a seismic event could cause a catastrophic failure of the building and associated solids processing at the treatment plant.

In 2020 TMWRF completed a facility plan which indicated a new dewatering building could be built to split the flow between the existing and new. Subsequently, Jacobs Engineering, Inc. (Jacobs) was hired through a request for qualifications process for pre-design services. The Jacobs pre-design report recommended one new building to encumber the entire flow for all solids handling at the treatment plant due to the existing constraints, seismic issues, lack of redundancy, lack of maintainable infrastructure, and the unsafe conditions of the existing building. As such, a new dewatering building is proposed to safely handle dewatering operations and obtain crucial redundancy for this critical plant process.

The proposed new dewatering building site is located adjacent to the hill on the south side of the treatment plant. This location is at a midpoint of the sludge pumping to the dewatering process and provides sufficient space around the new building for transporting equipment and for dewatered sludge truck loading without impacting plant traffic patterns. The proposed new facility at this location will replace the existing dewatering process while providing more space for safety, plant operations, maintenance of equipment and critically important redundancy for the dewatering process. The existing dewatering building is proposed to remain for future use, repurposed for storage and other less critical plant infrastructure.

The Joint Coordinating Committee (JCC), comprised of Reno and Sparks City Management, and Reno and Sparks City Council Members, authorized staff to pursue the Construction Manager-at-Risk (CMAR) project delivery method for the TMWRF Dewatering Building project during the May 31, 2023, JCC meeting. Additionally, on August 23, 2023, Council approved the agreement with Jacobs for the TMWRF Dewatering Building Design and CMAR Assistance for design of the facility and to work with the CMAR through the design process.

Council adopted a Resolution at the June 5, 2024, meeting appointing the City Manager as the authorized representative of Council to conduct the required tasks per NRS 338.1693 for the selection of a CMAR to provide pre-construction services on the TMWRF Dewatering Building project.

As part of the TMWRF Capital Improvement Program (CIP), “Risk Ranking” and paired comparison of infrastructure identifies project priorities, condition, and risk of failure. The Fiscal Year 21, 22, 23, 24 and 25 ranking processes identified Dewatering as priority #1.

**Discussion:**

Reno hired a consultant, Avenue Consulting (Avenue), to administer CMAR selection process. Avenue aided in reviewing the Request for Proposals (RFPs) prior to advertisement, preparing review criteria, collecting and consolidating review comments, and administering consensus sessions to establish ranking order. This process provides a transparent and defensible process for selecting the CMAR.

The CMAR RFP for this project was advertised on July 25, 2024 and proposals were opened on August 8, 2024. A panel was formed to evaluate and rank each proposal on several established criteria including contractor key personnel assigned to this project, experience in projects of similar size and scope, project specific information, past performance, completeness of proposal, and additional federal funding requirements and waivers.

Per the Resolution adopted by Council at the June 5, 2024 meeting, the City Manager selected a

panel of seven individuals to review the proposals and interviews. The panel included:

1. Senior Civil Engineer for City of Reno Utility Services
2. TMWRF Plant Manager for City of Sparks
3. Capital Improvement Program Manager for City of Sparks
4. Regional Infrastructure Manager for City of Reno
5. Director of Engineering and Assistant General Manager of Truckee Meadows Water Authority (TMWA)
6. President of BJB Architecture and Engineering
7. Engineering Manager for City of Reno Utility Services

Each panel member reviewed and evaluated each of the proposals independently. The consultant compiled the independent review comments and scores. All panel members met with the consultant for review and consensus ranking, resulting in three proposers selected for interview. The proposers were interviewed on September 26, 2024. Immediately following the interviews, the panel convened with the consultant for consensus ranking. The panel ranked the finalists as follows:

1. PCL Construction
2. RSCI
3. K.G. Walters Construction Co. Inc.

Per NRS, the rankings of the applicants, the final scores, and the final scores for each factor that the public body specified in the request for proposals, are to be made public. As such, these items are being disclosed (see Attachment A).

PCL Construction has completed more than 400 water/wastewater infrastructure projects, 193 CMAR projects, and successfully built more than 60 dewatering facilities.

In addition to approving the selection of PCL Construction for CMAR on this project, staff is also seeking approval of the Owner-CMAR Pre-Construction Services agreement with PCL Construction for the amount not to exceed \$992,539 (see Attachment B).

The dewatering building design consultant, Jacobs, will partner with PCL Construction during the preconstruction phase for the development of the final design to construct a new Dewatering Building at TMWRF. PCL Construction's pre-construction services for the TMWRF Dewatering Building generally include but are not limited to the following:

- Participate in the scheduled design process review meetings with site civil, architect and owner representatives and provide ongoing input with respect to constructability, construction cost and duration, sequence of construction and construction means and methods.
- Conduct investigations, with participation by appropriate subcontractors of all existing site

conditions.

- Coordinate, contract, supervise and manage dewatering centrifuge pilot testing to determine achievable dewatering performance.
- Participation in finalizing pre-qualification proposal requirements
- Develop question and review comments, suggestion, and cost estimates at each of the stipulated phases of design.
- Development of constructability and value engineering suggestions.
- Advertise; prepare contracts for all subcontractor proposals including distribution of documents, coordination of pre-bid conferences, bid openings and determination of best bid in each category.
- Provide final recommendation of all subcontractors based on what is deemed to be the best value for the owner.
- Develop a Guaranteed Maximum Price (GMP) from all necessary subcontractors.
- Qualify subcontractors and coordinate involvement.

Once pre-construction services are complete, PCL Construction will also be required to manage subcontractor procurement in accordance with all applicable laws and policies in the development of a Guaranteed Maximum Price (GMP) construction contract.

Per NRS, at the conclusion of the pre-construction services, the CMAR will propose a GMP for construction of all improvements. Reno has the option to move forward and contract with the CMAR for construction based on the GMP provided, or to further negotiate a price with the CMAR. In the event Reno and the CMAR cannot come to an agreement on GMP, for Reno to proceed, it would need to bid the project via a request for bid proposals with award of contract going to the low bidder.

Awarding the Pre-Construction Agreement does not guarantee that the proposer will be awarded a construction contract.

### **Financial Implications:**

Utility services has allocated funds for TMWRF capital improvement projects, as outlined in the City of Reno Annual Budget for FY25. The New Dewatering Facility CMAR is included in the current fiscal year's CIP as approved by the TMWRF Joint Coordinating Committee (JCC) and the respective City Councils of Reno and Sparks through the budget process. Reno will administer the agreement and will be reimbursed for a portion of the costs by the City of Sparks through the current cost sharing agreement for TMWRF operations and maintenance. The City of Reno and the City of Sparks share the cost of this project as follows: 68.63% for Reno and 31.37% for Sparks, as shown in Table 1. Costs for Reno are budgeted in the Sewer Fund.

**Table 1 – Cost Sharing Between Reno and Sparks**

<b>Total Cost of Agreement</b>	<b>Reno Share</b>	<b>Sparks Share</b>
\$992,539	\$681,179.52	\$311,359.48
<b>Percentages</b>	68.63%	31.37%

**Legal Implications:**

Legal review completed for compliance with City procedures and Nevada law. This CMAR RFP was conducted within the requirements of Nevada Revised Statutes (NRS) 338.169-338.16935. The preconstruction services agreement is the first step in the process for the CMAR construction process. The agreement provides that this agreement "in no manner obligates the Owner to enter into a construction contract with the CMAR."

**Recommendation:**

Staff recommends Council approve the selection of PCL Construction, Inc. for Construction Manager-At-Risk (CMAR) on the TMWRF Dewatering Building project and approve the Owner-CMAR Pre-Construction Services Agreement with PCL Construction in the amount of \$992,539 and authorize the Mayor to sign.

**Proposed Motion:**

I move to approve the staff recommendation.

**Attachments:**

Attachment A: Panel Results and Rankings	(PDF)
Attachment B: Owner-CMAR Pre-Construction Services Agreement	(PDF)

**Consensus Proposal Scoring Summary**  
TMWRF Dewatering Building CMAR, Project# I100126

Criteria	RSCI	PCL CONSTRUCTION	KG WALTERS CONSTRUCTION	AMES CONSTRUCTION
1: Key Personnel	32.55	30.10	28.70	19.25
2: Project Experience	28.70	28.70	28.70	17.50
3: Implementation Plan	27.90	27.90	22.80	18.00
OVERALL SCORE	89.15	86.70	80.20	54.75

**Consensus Interview Scoring Summary**  
TMWRF Dewatering Building CMAR, Project# I100126

Criteria	PCL CONSTRUCTION	RSCI	KG WALTERS CONSTRUCTION
1: Presentation	21.50	21.50	20.50
2: Q&A Session	65.80	58.90	54.70
3: CMAR Fee Proposal	2.60	5.00	3.01
<b>OVERALL SCORE</b>	<b>89.90</b>	<b>85.40</b>	<b>78.21</b>

TMWRF Dewatering Building CMAR Final Rankings

Proposer	Rank	Score
PCL Construction Inc.	1	89.90
RSCI	2	85.40
K.G. Walters Construction Co., Inc.	3	78.21



## **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