

- B.4 Staff Report (For Possible Action): Approval of a Professional Services Agreement for Independent Cost Estimating Services with Pre Construction Services Group, LLC. for the Truckee Meadows Water Reclamation Facility New Dewatering Building Project in the amount of \$304,815 with Reno's share being \$209,194.53. (Sewer Fund)

STAFF REPORT

Date: April 9, 2025

To: Mayor and City Council

Through: Jackie Bryant, City Manager

Subject: Staff Report (For Possible Action): Approval of a Professional Services Agreement for Independent Cost Estimating Services with Pre Construction Services Group, LLC. for the Truckee Meadows Water Reclamation Facility New Dewatering Building Project in the amount of \$304,815 with Reno's share being \$209,194.53. (Sewer Fund)

From: Matt Smith, Senior Civil Engineer

Department: Utility Services

Summary:

The Truckee Meadows Water Reclamation Facility (TMWRF) New Dewatering Building Project is in the design and preconstruction phase with Jacobs Engineering, Inc. as the engineer and PCL Construction, Co. as the construction manager at risk (CMAR). A key part of the CMAR process is cost estimating through all design phases, where project team, including the engineer, CMAR, and an independent cost estimator (ICE), collaborates on cost estimates. A request for qualifications (RFQ) was issued and identified Pre Construction Services Group, LLC (PCSG) as the best qualified consultant for independent cost estimating. This agreement with PCSG will provide more certainty on unit costs, material costs, and labor costs for the TMWRF New Dewatering Building Project. Staff recommends Council approve the Agreement for Professional Services with PCSG for \$304,815 (Reno's share of \$209,194.53 from the Sewer Fund).

Consent Review	Yes	No
1. Is this item an annual or standard item that comes before Council for regular approval?		X
2. Is this item an agreement required based on an item previously approved by Council?	X	
3. Is this item included in the current budget approved and adopted by Council?	X	
Other Considerations		
What percent of the total City budget does this item represent?	0.03%	

Alignment with Strategic Plan:

Infrastructure, Climate Change, and Environmental Sustainability

Fiscal Sustainability

Previous Council Action:

- May 25 2022 - Council approved a pre-design and evaluation agreement with Jacobs for \$1,147,233
- August 23, 2023 – Council approved a design and construction management at risk agreement for \$4,066,496
- November 13, 2024 – Council approved the selection of PCL construction and approved the owner-CMAR pre-construction services agreement for \$992,539

Background:

The TMWRF New Dewatering Building project is currently underway at the 30 percent design development stage with the CMAR and the engineer providing cost estimates for the project. A benefit of the CMAR process is that the contractor will provide open-book estimates for the work to be completed at the different milestones for the project which helps the owner and engineer reconcile costs and quantities for the work. An ICE is a typical partner in a CMAR project and is relied upon to analyze the contract documents and improvement plans to determine how much the construction portion of the work will cost without being involved in the design development or the construction of the project. An independent cost estimator will also negotiate costs with the contractor and provide evidence and data for adjusting the cost that the CMAR proposes. The ICE will utilize their cost estimate, the detailed open-book estimate from the CMAR, and the engineer's cost estimate to advocate on behalf of the City if the costs provided by the CMAR and/or engineer are not within a fair and justifiable range, thus saving in overall construction costs. It is critical for the ICE to be engaged with the project team and facilitate cost estimating and negotiations at the 30, 60, and 90 percent milestones for the project.

As part of the TMWRF Capital Improvement Program (CIP), the "Risk Ranking" and paired comparison of infrastructure process identifies project priorities, condition, and risk of failure. The Fiscal Year 25/26 ranking process identified the New Dewatering Building as priority #1 and has been ranked as priority #1 for the last 7 years.

Discussion:

The independent cost estimating portion of this project includes estimating and analyzing the engineer's and CMAR's proposed cost model and schedule. The ICE will estimate and negotiate unit costs, labor benefits, and schedules. The ICE will also gather cost estimates from manufacturers and equipment suppliers to ensure accurate costing information.

Due to the need for cost certainty and independent costs estimates for the project, it is proposed

to acquire an ICE for the TMWRF New Dewatering Building project. Without an ICE, the CMAR could propose unjustifiable higher costs, potentially making the construction project more expensive. PCSG was selected through a Request for Qualifications process and is a qualified cost estimating consultant with experience in wastewater facility and dewatering building construction.

Financial Implications:

The Dewatering Building ICE 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. The City of 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 the City of Reno are budgeted in the Sewer Fund.

Table 1 – Cost Sharing Between Reno and Sparks

Total Cost of Agreement	Reno Share	Sparks Share
\$304,815	\$209,194.53	\$95,620.47
Percentages	68.63%	31.37%

Legal Implications:

The parties are bound by the terms of the agreement as prepared by the Office of the City Attorney.

Recommendation:

Staff recommends Council approval of the consultant agreement with PCSG for independent cost estimating services for the TMWRF New Dewatering Building Project in an amount not to exceed \$304,815 with the City of Reno's portion being \$209,194.53 (Sewer Fund), and authorize the Mayor to sign.

Proposed Motion:

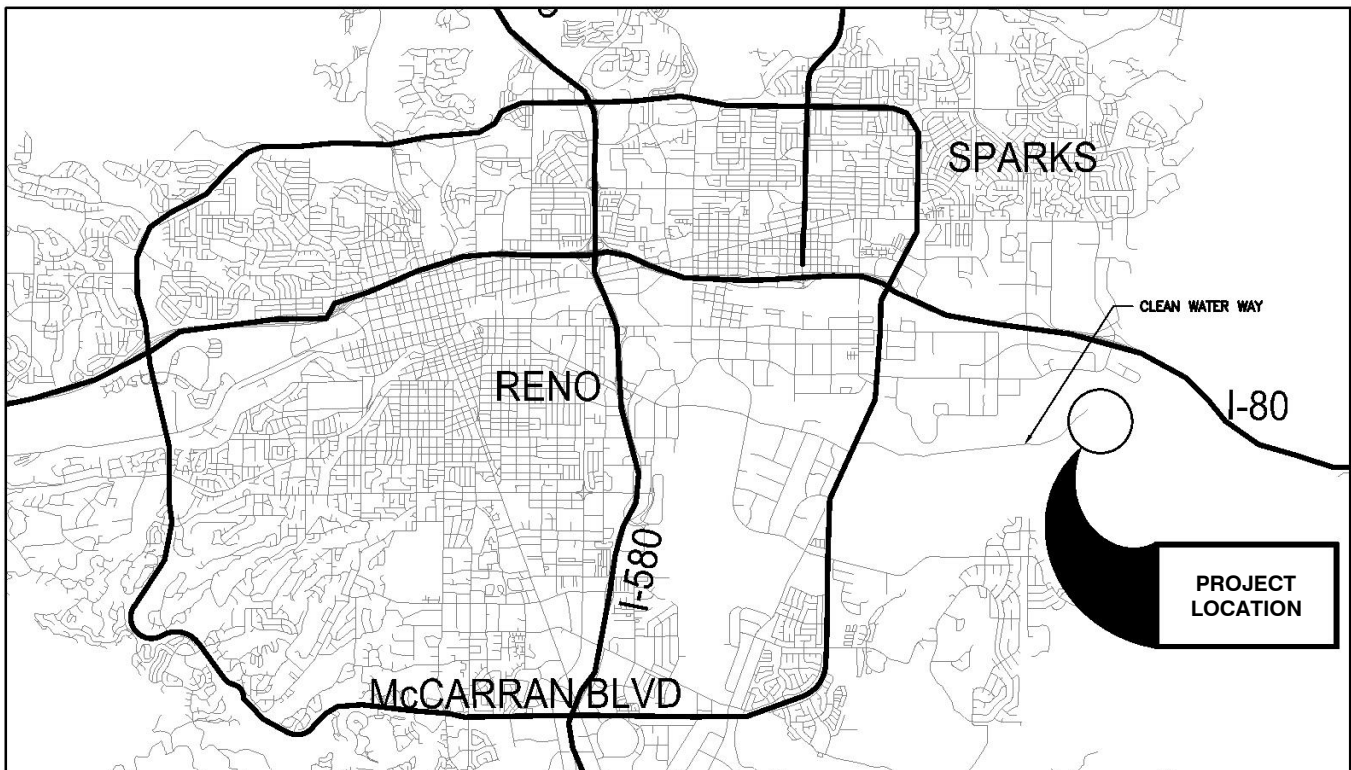
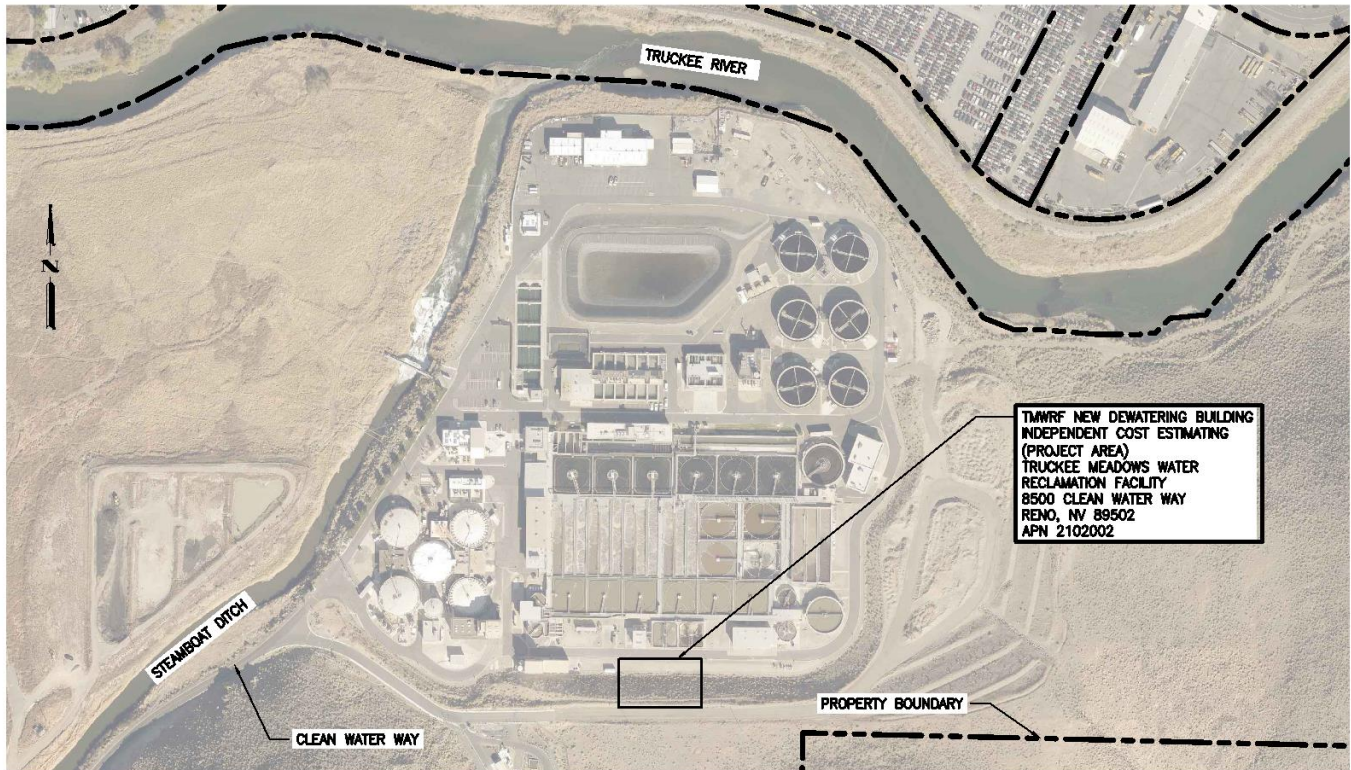
I move to approve the staff recommendation.

Attachments:

- Area & Vicinity Map for TMWRF New Dewatering Building ICE
- Agreement and Scope with Pre-Construction Services Group, LLC ICE

TMWRF NEW DEWATERING BUILDING INDEPENDENT COST ESTIMATING
AT
TRUCKEE MEADOWS WATER RECLAMATION FACILITY
RENO, NEVADA

APRIL 2025



VICINITY MAP

N.T.S.

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, by and between the CITY OF RENO and the CITY OF SPARKS, hereinafter referred to as "CITY" and Pre-Construction Services Group, LLC, hereinafter referred to as "CONSULTANT."

WITNESSETH

WHEREAS, the CITY wishes to secure engineering support services for the independent cost estimating on the TMWRF Dewatering Building Project, hereinafter referred to as "PROJECT."

NOW THEREFORE, the CITY and CONSULTANT agree as follows:

1. Objectives.

1.1 The CONSULTANT shall serve as the CITY's consultant of record and shall give advice to the CITY during performance of services to which this Agreement applies. All services shall be performed by the Consultant.

2. Basic Services.

2.1 The CONSULTANT will perform the services described in Exhibit A which is incorporated herein by this reference as part of this agreement.

2.2 The CONSULTANT will not change its Project Manager without written approval from the CITY.

3. CITY Responsibility.

3.1 The CITY shall designate a Project Manager to act as the CITY's representative with respect to the work performed under this Agreement.

3.2 The CITY shall give prompt written notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of a problem with the project.

4. Authorization, Progress and Completion.

4.1 By execution of this Agreement, the CITY grants to the CONSULTANT specific authorization to proceed, upon written notice, with the services described in Article 2.1 of this Agreement and shall continue until completed.

5. Compensation.

5.1 Compensation for services performed as described in Article 2.1 shall be payable on a time and material basis in the not-to-exceed amount of \$304,815.00 per Exhibit A. The City of Reno's share is \$209,194.53 and the City of Spark's share is \$95,620.47.

5.2 Invoices for services rendered shall be submitted monthly. Payment by the CITY will be made within thirty (30) calendar days of receipt.

6. Special Services.

6.1 No additional services shall be performed and no additional compensation shall be permitted without a CITY approved written "Supplemental Agreement". **The supplemental agreement must be executed prior to the commencement or performance of any additional work by the CITY.**

7. Records to be Maintained by Consultant.

7.1 The CONSULTANT shall maintain records supporting requests for payment. Such records shall be available for inspection and audit by the CITY, and the CONSULTANT shall provide duplicate copies of all such records upon request by the CITY.

7.2 The information, conclusions and data generated during this Agreement by the CONSULTANT is for the exclusive use of the CITY. The CONSULTANT may not use this information, conclusions or data for any purpose other than to further the requirements of this Agreement. The CONSULTANT may not produce papers for professional journals or presentations for conferences without written permission and active participation by the CITY Project Manager.

8. Ownership of Documents.

8.1 Originals of all records, reports and other documents of service prepared by the CONSULTANT shall be property of the CITY. All said documents of service shall be made available to the CITY during the course of and for use in the performance of this Agreement.

9. Skill Level of Consultant.

9.1 Service performed by CONSULTANT will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing in this area under similar conditions. CONSULTANT shall be responsible for the professional quality and technical accuracy of all services furnished by CONSULTANT.

10. Insurance.

10.1 General Requirements. The CITY requires that CONSULTANT purchase Industrial Insurance, General Liability, and CONSULTANT's Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or subconsultants. The cost of such insurance shall be borne by CONSULTANT unless otherwise agreed.

10.2 Industrial Insurance. (Worker's Compensation & Employer's Liability). It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONSULTANT or any Subconsultant by the CITY and in view of NRS 616B.627 and 617.210 requiring that CONSULTANT comply with the provisions of Chapters 616A to 616D, inclusive and 617 of NRS, CONSULTANT shall, before commencing work under the provision of this Agreement, furnish to the CITY a certificate of insurance from the Worker' Compensation Insurer certifying that the CONSULTANT and each Subconsultant have complied with the provisions of the Nevada Industrial Insurance Act, by providing coverage for each and every employee, subconsultants, and independent contractors. Should the CONSULTANT be self-insured for Industrial Insurance, the CONSULTANT shall so notify the CITY and approve written approval of such self-insurance prior to the signing of a Contract. The CITY reserves the right to accept or reject a self-insured CONSULTANT and to approve the amount(s) of any self-insured retentions. The CONSULTANT agrees that the CITY is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the CONSULTANT.

10.3 Minimum Scope of Insurance. The following requirements apply.
Coverage shall be at least as broad as:

(a) **Commercial General Liability** at least as broad as Insurance Services Office Commercial General Liability Coverage "occurrence" form CG OO 01 04 13 or an equivalent form. The Comprehensive General Liability Coverage shall include, but is not limited to, liability coverage arising from premises, operations, independent contractors, products and completed operations, personal and advertising, injury, blanket contractual liability and broad form property damage.

(b) **Automobile Coverage** at least as broad as Insurance Services Office Business Auto Coverage form CA OO 01 10 13 or an equivalent form covering Automobile Liability Symbol 1 "Any Auto". In lieu of a separate Business Auto Liability Policy, the City may agree to accept Auto Liability covered in the General Liability Policy, if non owned and hired auto liability are included. The CONSULTANT shall maintain limits of no less than \$1,000,000 or the amount customarily carried by the contractor, whichever is greater, combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.

(c) The Additional Insured Endorsements for General Liability shall be at least as broad as the unmodified ISO CG 20 10 04 13 and ISO CG 20 37 04 13 endorsements, or equivalent. The certificate shall confirm Excess Liability is following form.

(d) Professional Errors and Omissions Liability applying to all activities performed under this Agreement in a form acceptable to CITY. CONSULTANT will maintain professional liability insurance during the term of this Agreement and for a period of six (6) years from the date of substantial completion of the project unless waived by the CITY. In the event the CONSULTANT goes out of business during the term of this Agreement or the six (6) year period described above, CONSULTANT shall purchase Extended Reporting coverage for claims arising out of CONSULTANT's negligence acts, errors and omissions committed during the term of the Professional Liability Policy.

10.4 Minimum Limits of Insurance. CONSULTANT shall maintain limits no less than:

(a) General Liability: \$1million minimum combined single limit per occurrence for bodily injury, personal injury and property damage, and \$2 million annual aggregate.

(b) CONSULTANT's Errors and Omissions Liability: \$1 million per claim and \$2 million as an annual aggregate during the term of this Agreement and for six years after the completion of the project, with each subsequent renewal having a retroactive date that predates the date of this Agreement. The CONSULTANT may purchase project insurance or obtain a rider on its normal policy in an amount sufficient to bring CONSULTANT's coverage up to minimum requirements, said additional coverage to be obtained at no cost to the CITY.

10.5 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the CITY Risk Manager. The CITY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles or self-insured retention. Any changes to the deductible or self-insured retention made during the term of this Agreement or during the term of any policy, must be approved by the CITY Risk Manager.

10.6 Other Insurance Provisions. General Liability Coverages

(a) The CITY, its officers, officials, and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT including the insured's general supervision of the CONSULTANT; products and completed operations of the CONSULTANT; or premises owned, occupied or used by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.

(b) The CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, and employees. Any insurance or self-insurance maintained by the CITY, its officers, officials, and employees shall be excess of the CONSULTANT's insurance and shall not contribute with it in any way.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, and employees.

(d) The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) The CONSULTANT'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after at least thirty (30) days prior written notice for reasons other

than non-payment of premium and at least ten (10) days for non-payment of premium, by certified mail, return receipt requested, has been given to the CITY.

10.7 Acceptability of Insurers. Insurance is to be placed with an A.M. Best and Company rating level of A - Class VII or better or otherwise approved by the CITY in its sole discretion. CITY reserves the right to require that CONSULTANT'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted lists.

10.8 Verification of Coverage. CONSULTANT shall furnish the CITY with certificates of insurance, including but not limited to the Certificate of Compliance in NRS 616B.627 and with original endorsements affecting coverage required by this article. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be countersigned by a duly appointed and licensed agent in this state. All approved deductibles and self-insured retentions shall be shown on the certificate. The certificates are to be on forms approved by the CITY. All certificate and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to obtain copies of all required insurance policies.

10.9 Subconsultants. CONSULTANTS shall require all subconsultants to be insured on their own or under its policies and shall furnish separate certificates and endorsement for each subconsultant. Coverages for subconsultants shall be subject to all of the requirements stated herein unless otherwise modified by the City Attorney or Risk Manager.

10.10 Miscellaneous Conditions.

(a) If the CONSULTANT or any Subconsultant fails to maintain any of the insurance coverages required, the CITY may terminate this Agreement for cause.

(b) CONSULTANT shall be responsible for and remedy all damage or loss to any property, including property of CITY, caused in whole or in part by the CONSULTANT, any subconsultant, or any employee, directed or supervised by CONSULTANT, except damage of loss attributable to faulty drawings or specifications.

(c) Nothing herein contained shall be construed as limiting in any way to the extent to which the CONSULTANT may be held responsible for payment for damages to persons or property resulting from her operations or the operations of any subconsultant.

(d) If CONSULTANT's failure to maintain the required insurance coverage results in a breach of this Agreement, CITY may purchase the required coverage, and without further notice to CONSULTANT, deduct from sums due to CONSULTANT any premium cost advanced by CITY for such insurance.

11. Indemnification.

11.1 To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the CITY and its officers, employees and agents (collectively “Indemnitee”) from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys’ fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CONSULTANT or the employees or agents of the CONSULTANT in the performance of this Agreement.

11.2 The CONSULTANT assumes no liability for the negligence or willful misconduct of any indemnitee or other consultants of indemnitee.

11.3 The CONSULTANT’s indemnification obligations for claims involving “Professional Liability” (claims involving acts, error, or omissions in the rendering of professional services) and “Economic Loss Only” (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the proportionate extent of CONSULTANT’s negligence or other breach of duty.

12. Intellectual Property Indemnity.

12.1 To the fullest extent permitted by law, CONSULTANT shall defend, protect, hold harmless, and indemnify CITY and the CITY related parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by CITY in writing. If CONSULTANT has reason to believe the use of a required design, process or product is an infringement of a patent, CONSULTANT shall be responsible for such loss unless such information is promptly given to CITY. This Indemnity Covenant shall survive the termination of this Agreement.

13. Taxes.

13.1 CONSULTANT shall pay any and all Federal, State and local taxes, charges, fees, or contributions required by law to be paid with respect to CONSULTANT’s performance of this Agreement (including, without limitation, unemployment insurance, social security, and income taxes).

14. Independent Contractor.

14.1 The parties agree that CONSULTANT is an independent contractor and this Agreement is entered into in conformance with the provisions of NRS 333.700. The parties agree that CONSULTANT is not a CITY employee and there shall be no:

- (a) Withholding of income taxes by the CITY;
- (b) Industrial insurance provided by the CITY;

- (c) Participation in group insurance plans which may be available to employees of the CITY;
- (d) Participation or contributions by either the independent contractor or CITY to any public employees' retirement system;
- (e) Accumulation of vacation leave or sick leave;
- (f) Unemployment compensation coverage provided by CITY if the requirements of NRS 612.085 for independent contractors are met.

15. Business License.

15.1 CONSULTANT shall maintain in full force and effect throughout the term of this Agreement a current business license from the CITY.

16. Compliance with Legal Obligations.

16.1 CONSULTANT is subject to NRS 338.010 – 338.090 (prevailing wage) for all covered work. CONSULTANT shall procure and maintain for the duration of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance law, or regulation to be held by CONSULTANT to provide the services required by this Agreement. CONSULTANT is solely responsible to pay assessments, premiums, permits and licenses required by law. Further, CONSULTANT agrees to comply with all applicable federal and state laws including, but not limited to, the Americans with Disabilities Act of 1990 and related standards, guidelines, and regulations (collectively “ADA”) in providing the services identified in this Agreement. It is the responsibility of CONSULTANT to address in the performance of the services any and all access or other issues to assure compliance with the ADA.

17. Employment Opportunity.

17.1 CONSULTANT shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, gender identity, gender expression, veteran status, sexual orientation or age, or any other protected class status applicable under federal, state or local law, rule, or regulation. Sexual orientation means having or being perceived as having an orientation for heterosexuality, homosexuality or bi-sexuality. Race includes traits associated with race, including, without limitation, hair texture and protective hairstyles Any violation of this provision by consultant shall constitute a material breach of contract.

18. Notices.

Any notices provided for herein shall be given in writing by certified mail, return receipt requested, or by personal service to:

CITY: City of Reno
Trina Magoon, P.E.
Director of Utility Services

1 East First Street, 7th Floor
Reno, NV 89501
P.O. Box 1900
Reno, NV 89505

City of Sparks
John Martini, P.E.
Assistant City Manager
431 Prater Way
Sparks, NV 89431
PO Box 857
Sparks, NV 89432

CONSULTANT: Pre-Construction Services Group, LLC
John Collins
Manager
2794 Gordon Avenue
Minden, NV 89423

19. Assignment.

19.1 This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either party without prior written consent of the other.

20. Integration.

20.1 This agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except by written amendment thereto signed by both parties.

21. Governing Law and Jurisdiction.

21.1 This Agreement shall be administered and interpreted under the laws of the State of Nevada. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the district courts of the State of Nevada, County of Washoe.

22. Suspension of Work.

22.1 Either party may suspend, by written notice, all or a portion of the work under this Agreement, in the event unforeseeable circumstances, beyond the control of either party, make normal progress in the performance of the work impossible. The party desiring to suspend the work

must request that the work be suspended by notifying the other party, in writing, of the circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds ninety (90) working days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance to Article 23 of this Agreement.

23. Termination of Work.

23.1 The CITY may terminate, by written notice, the work under this Agreement. The CONSULTANT may terminate work in the event the CITY fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by fifteen (15) working days prior written notice from the party initiating termination to the other. Notice of the termination shall be delivered by certified mail with receipt of delivery returned to the Sender. In the event of termination, the CONSULTANT shall perform such additional work, as is necessary for the ordinary filing of documents, and closing shall not exceed ten percent (10%) of the total time expended on the termination portion of the project prior to the effective date of termination. The CONSULTANT shall be compensated for the terminated portion of the work on the basis of work actually performed prior to the effective date of termination, plus the work required for filing and closing. Charges for the latter work are subject to the ten percent (10%) limitation described in this Article.

23.2 CONSULTANT expressly agrees that this Agreement shall be terminated immediately if for any reason local, federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

24. Dispute Resolution.

24.1. All claims, counterclaims, disputes and other matters in question between the CITY and the CONSULTANT arising out of, or relating to, this contract or breach of it, unless otherwise settled, may be mediated before initiation of a judicial action.

24.2 Unless the parties mutually agree otherwise, mediation will be in accordance with the Commercial Mediation Procedures of the American Arbitration Association currently in effect. The American Arbitration Association will not be used to administer or facilitate the process or the selection of the mediators. Instead, the parties will attempt to mutually agree to the appointment of one mediator. If the parties cannot agree to one mediator, each party shall select one mediator and the two mediators will appoint a third mediator. The parties agree to split the mediator(s) fees and expenses. Each party shall bear their own attorney's fees and other costs incurred for the mediation.

25. Attorneys' fees.

25.1 Except as otherwise provided herein, each party shall bear its own attorney's fees and court costs.

26. Severability.

26.1 If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

27. Due Authorization.

27.1 Each party represents that all required authorizations have been obtained to execute this Agreement and for the compliance with each and every term hereof. Each person signing this Agreement warrants and represents to the other party that he or she has actual authority to execute this Agreement on behalf of the party for whom he or she is signing. An electronic or facsimile signature on this Agreement shall be treated for all purposes as an original signature. This Agreement is executed in one duplicate original for each party hereto and is binding on a party only when all parties have signed and received a duplicate original.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the year and date first above written.

Pre-Construction Services Group, LLC

John Collins, Manager

CITY OF SPARKS

By: _____
Dion Louthan
City Manager

CITY OF RENO

By: _____
Hillary L. Schieve, Mayor

ATTEST:

By: _____
Mikki Huntsman, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Wes Duncan
City Attorney

By: _____
Susan Ball Rothe
Deputy City Attorney



Exhibit A

March 18th, 2025

Matt Smith, PE
Senior Civil Engineer
City of Reno, Utility Services Department
1 E. First Street
Reno, NV 89501

Dear Matt,

Please see the following fee proposal for consulting services related to the City of Reno TRUCKEE MEADOWS WATER RECLAMATION FACILITY DEWATERING INDEPENDENT COST ESTIMATING SERVICES. Pre-Construction Services Group, LLC (PCSG) will provide independent cost estimating (ICE) services based on the following T&M Hourly Fee schedule. The hours below are provided as Not-To-Exceed Hours for each deliverable or task.

Independent Cost Estimating (ICE) – COR TMWRF DEWATERING ICE PROPOSAL	
Assessment Activity	Hours
<u>ICE Management</u>	<u>360</u>
1.1 ICE Management and support throughout design phase and completion of GMP	40
1.2 Assist in establishment of labor rates in accordance with the NRS & US DOL, equipment rates, and material and subcontractor vendor lists	16
1.3 Review BODR & Develop WBS and Pre-Construction Schedule and Risk Register	36
1.4 Participation in regularly scheduled progress and coordination meetings with CMAR, Designer, Owner and other Stakeholders.	152
1.5 Attend Initial Partnering and regular VE Workshops & Reports	12
1.6 Prepare and Provide Monthly Progress Report with project accounting summary	64
1.7 Utility, Public Agency, and stakeholder coordination as related to cost	20
1.8 Assist with SRF/Federal/other funding coordination as related to cost	20
<u>Design Evolution ICE Services</u>	<u>1167</u>
2.1 Plan & Tech Spec Review (30/60/90/GMP)	80
2.2 Prepare Cost Estimate (30/60/90/GMP)	600
2.3 Constructability Review (30/60/90/GMP)	52
2.4 Develop Construction Schedule (30/60/90/GMP)	48
2.5 Review Contractor Estimate and Schedule (30/60/90/GMP)	46
2.6 Provide Cost & Schedule Analysis Report, including Cost Variance (30/60/90/GMP)	32
2.7 VE/Risk Evaluation/ Meeting/Register Review (30/60/90/GMP)	44
2.8 Contingency Analysis and Review (30/60/90/GMP)	40
2.9 Early Equipment Package - Cost & Review	30
2.10 Review CMAR GMP & Produce Report (GMP)	45
2.11 GMP Negotiation Support (GMP)	40
2.12 On-Call Services	110
Total ICE Budget (see table for Breakdown)	\$304,815



TMWRF Dewatering Independent Cost Estimating Scope of Work

Independent Cost Estimation

Independent Cost Estimating (ICE) Management and Overhead

1. Overall coordination of estimating, scheduling resources, coordination with Owner, CMAR, Engineer, and other stakeholders to ensure accurate costing.
2. Review of Nevada Prevailing Wage Rates, Federal Wage Rates, and specialty rates. Review of contractor rates and recommendations for rates of non-trade employees.
 - a. DELIVERABLE: Rate Comparison and Analysis Report
3. Coordination with Contractor, Owner, and Engineer to establish a Work Breakdown Structure that all estimates will be based on to aid in ease of review and comparison.
4. Attendance and participation in regular progress meetings as well as additional coordination meetings through the design development
5. Attend partnering meeting with stakeholders
6. Provide monthly report detailing events, progress, and ICE Status
 - a. DELIVERABLE: Monthly Report
7. Attend stakeholder coordination meetings and review cost implications associated with utilities, permitting agencies, and stakeholder request
8. Review and coordination of funding sources, requirements, and regulatory compliance details to ensure cost estimate includes the necessary provisions

Design Evolution Independent Cost Estimation and creation of the Opinion of Probable Construction Costs (OPCC)

9. Review and comprehension of each plan set deliverable for project understanding, limitations, and ensure cost basis is commensurate
 - a. DELIVERABLE:
 - i. 30% Design comments and questions
 - ii. 60% Design comments and questions
 - iii. 90% Design comments and questions
 - iv. GMP Design comments and questions
10. Detailed Cost Estimate commensurate with design level.
 - a. DELIVERABLE:
 - i. 30% OPCC
 - ii. 60% OPCC
 - iii. 90% OPCC
 - iv. GMP OPCC
11. Review and comments/questions related to the constructability of the design, plan details or conflicts, and specification conflicts.
 - a. DELIVERABLE:
 - i. 30% constructability review
 - ii. 60% constructability review
 - iii. 90% constructability review
 - iv. GMP constructability review
12. Anticipated Construction Schedule for scope of work and overhead durations
 - a. DELIVERABLE:
 - i. 30% Draft Construction Schedule
 - ii. 60% Draft Construction Schedule
 - iii. 90% Draft Construction Schedule
 - iv. GMP Draft Construction Schedule
13. Review of CMAR Estimate and Schedule and comparative analysis of the CMAR and ICE OPCC



14. Provide a written narrative of cost variance by value and percent difference with noted discrepancies and meeting for reconciliation of costs
 - a. DELIVERABLE:
 - i. 30% Cost Variance Report
 - ii. 60% Cost Variance Report
 - iii. 90% Cost Variance Report
 - iv. GMP Cost Variance Report
15. Review and comment on the VE/Risk reports for the project, with analysis of cost impacts or savings
 - a. DELIVERABLE:
 - i. 30% VE/Risk Comments
 - ii. 60% VE/Risk Comments
 - iii. 90% VE/Risk Comments
 - iv. GMP VE/Risk Comments
16. Review and analysis of overall risk and contingency allocation
 - a. DELIVERABLE:
 - i. 30% Contingency Report
 - ii. 60% Contingency Report
 - iii. 90% Contingency Report
 - iv. GMP Contingency Report
17. Review of early equipment package for long lead items, with cost review.
 - a. DELIVERABLE: Early Equipment Package/GMP1 Cost Review Report
18. Comprehensive review of CMAR GMP OPCC
 - a. DELIVERABLE: GMP Review Report
19. Preparation, review, and in person negotiation with CMAR to reconcile pricing for GMP acceptance
20. Contingency Hours - Additional Hours to be utilized for special requests or hours necessary to complete tasks above.

Additional services are available if requested. Scope of work and deliverables shown above can be modified or amended to add or remove scope to meet the needs of the City of Reno and TMWRF. I can be reached at 775-309-3116.

Sincerely,

A handwritten signature in black ink, appearing to read "John Collins", is written over a horizontal line.

John Collins
President/Owner
Pre-Construction Services Group

		Pre-Construction Services Group		John Collins	Kyle Payne	Joe Mactutis, PE	TBD	TBD	TBD	Total Labor Hours		SCOPE OF WORK	DELIVERABLE
			Project Role	Chief Estimator/ Pre Const SR PM	Mech/Elec Estimator	Civil Estimator	Admin	Schedule Manager*	Consultant				
			Billing Rate	\$215.00	\$170.00	\$215.00	\$110.00	\$185.00					
1		Pre-Construction Management		240	36	36	48	0		360			
	1.1	Project Managmeent and Support throughout design phase and completion of GMP		20			20			40		Overall coordination of ICE effort	
	1.2	Assist in establishment of labor rates in accordance with the NRS & US DOL, equipment rates, and material and subcontractor vendor lists		16						16		Review of Nevada Prevailing Wage Rates, Federal Wage Rates, and specialty rates. Review of contractor rates and recommendations for rates of non trade employees.	
	1.3	Review BODR & Develop WBS and Pre-Construction Schedule and Risk Register		16	8	8	4			36		Coordination with Contractor, Owner, and Engineer to establish a Work Breakdown Structure that all estimates will be based on to aid in ease of review and comparison.	
	1.3.b	Management of Risk Register/Schedule								0		*By others - Establish, record, and maintain a project risk register, manage risk meetings, and lead the effort to mitigate risk where possible.	
	1.4	Participation in regularly scheduled progress and coordination meetings with CMAR, Designer, Owner and other Stakeholders.		104	24	24				152		Attendance and participation in regular progress meetings as well as additoinal coordination meetings through the design development	
	1.5	Attend Initial Partnering and regular VE Workshops & Reports		4	4	4				12		Attend partnering meeting with stakeholders	
	1.5.a	Conduct and Manage Partnering & VE		0			0		0	0		*by others - Schedule, coordinate, and lead Partnering and VE meeting/s, including engaging third party partnering consultant	
	1.6	Prepare and Provide Monthly Progress Report with project accounting summary		40			24			64		Provide monthly report detailing events, progress, and ICE Status	Monthly Report
	1.7	Utility, Public Agency, and stakeholder coordination as related to cost		20						20		Attend stakeholder coordination meetings and review cost implications associated with utilities, permitting agencies, and stakeholder request	
	1.8	Assist with SRF/Federal/other funding coordination as related to cost		20						20		Review and coordination of funding sources, requirements, and regulatory compliance details to ensure cost estimate includes the necessary provisions	
2		Design Evolution ICE Services		674	318	151	24	0	0	1167			
	2.1	Plan & Tech Spec Review (30/60/90/GMP)		40	24	16				80		Review and comprehension of each plan set deliverable for project understanding, limitations, and ensure cost basis is commensurate	30/60/90/GMP Review Comments and questions
	2.2	Prepare Cost Estimate (30/60/90/GMP)		320	200	80				600		Detailed Cost Estimate commensurate with design level.	30/60/90/GMP OPCC
	2.3	Constructability Review (30/60/90/GMP)		24	16	12				52		Review and comments/questions related to the constructability of the design, plan details or conflicts, and specification conflicts.	30/60/90/GMP Constructability Review
	2.4	Develop Construction Schedule (30/60/90/GMP)		48				0		48		Anticipated Construcion Schedule for scope of work and overhead durations	30/60/90/GMP Construction Schedule
	2.5	Review Contractor Estimate and Schedule (30/60/90/GMP)		36	10			0		46		Review of CMAR Estimate and Schedule and comparitive analysis of the CMAR and ICE OPCC	
	2.6	Provide Cost & Schedule Analysis Report, including Cost Variance (30/60/90/GMP)		32						32		Provide a written narrative of cost variance by value and percent difference with noted discrepancies and meeting for reconciliation of costs	30/60/90/GMP Variance Analysis and report
	2.7	VE/Risk Evaluation/ Meeting/Register Review (30/60/90/GMP)		24	8	8	4			44		Review and comment on the VE/Risk reports for the project, with analysis of cost impacts or savings	30/60/90/GMP VE/Risk Comments
	2.7.a	VE/Risk Evaluation/Meeting/Register Management (30/60/90/GMP)		0			0			0			
	2.8	Contingency Analysis and Review (30/60/90/GMP)		20	10	10				40		Review and analysis of overall risk and contingency allocation	30/60/90/GMP Contingency Report
	2.9	Early Equipment Package - Cost & Review		20	10					30		Review of early equipment package for long lead items, with cost review.	Early Equipment Package or GMP1 report
	2.10	Review CMAR GMP & Produce Report (GMP)		30	10	5				45		Comprehensive review of CMAR GMP OPCC	GMP Review report
	2.11	GMP Negotiation Support (GMP)		40						40		Preparation, review, and in person negotiation with CMAR to reconcile pricing for GMP acceptance	
	2.12	Contingency - On-Call		40	30	20	20			110		Additional Hours to be utilized for any added scope or hours necessary to complete tasks above.	
			Task Total Hours	914	354	187	72	0	0	1527			
			Task Total Fee	\$196,510.00	\$60,180.00	\$40,205.00	\$7,920.00	\$0.00	\$0.00		\$304,815.00		