

**UNANIMOUS WRITTEN CONSENT IN LIEU OF SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
DOUGLAS COUNTY UNIFIED JUSTICE CENTER  
DEVELOPMENT CORPORATION**

**OWNER'S REPRESENTATIVE AGREEMENT**

The undersigned, being all members of the Board of Directors of The Douglas County Unified Justice Center Development Corporation ("JCDC"), a Nebraska nonprofit corporation, hereby consent, pursuant to the Nonprofit Corporation Act, to the taking of the following action in lieu of a special meeting of the Board of Directors, and hereby waive any notice pursuant to such Act.


BE IT RESOLVED, that the Owner's Representative Agreement between the Corporation, Douglas County and the Omaha Douglas Public Building Commission, attached herewith as Exhibit A, is hereby ratified and approved.

BE IT FURTHER RESOLVED, that Chairperson Mary Ann Borgeson is hereby authorized to execute the agreement including necessary and related documentation of the same on behalf of the Corporation, and any actions undertaken in connection therewith including conforming to approvals by the other parties approved by JCDC legal counsel and those prior and pursuant to this written consent are hereby ratified and approved.


BE IT FURTHER RESOLVED, that this Unanimous Consent may be signed in multiple counterparts which when executed by all of the Directors shall constitute a single document.

Dated this 11th day of June 2018.


  
\_\_\_\_\_  
Mary Ann Borgeson - Chair

  
\_\_\_\_\_  
David Levy

  
\_\_\_\_\_  
Ben Gray

  
\_\_\_\_\_  
PJ Morgan


  
\_\_\_\_\_  
John Christensen

  
\_\_\_\_\_  
Don Kleine

**Secretary's Certificate**

THE UNDERSIGNED, Diane M. Carlson, hereby certifies that she is the Secretary of The Douglas County Unified Justice Center Development Corporation ("JCDC"), a Nebraska nonprofit corporation, and that the foregoing was duly adopted by the unanimous written consent of the Board of Directors of JCDC, and that said Resolution has not been rescinded or amended, and is recorded in the corporate books of JCDC.

Dated this 11th day of June 2018.

  
\_\_\_\_\_  
Diane M. Carlson, Secretary

**DOUGLAS COUNTY/OMAHA DOUGLAS PUBLIC BUILDING COMMISSION  
THE DOUGLAS COUNTY  
UNIFIED JUSTICE CENTER DEVELOPMENT CORPORATION  
OWNER'S REPRESENTATIVE AGREEMENT**

This Agreement ("Agreement") is entered into effective the \_\_\_\_\_ day of June 2018 between Douglas County, a public body corporate ("County"), Omaha Douglas Public Building Commission ("ODPBC") and The Douglas County Unified Justice Center Development Corporation ("JCDC"). The County, ODPBC, and the JCDC are sometimes referred to herein individually as a "Party" or collectively as the "Parties." The County and ODPBC are sometimes collectively referred to herein as the "Owner."

**RECITALS**

WHEREAS, County and ODPBC have caused the JCDC to be incorporated for the purpose of developing a new facility to upgrade and transform the facilities and capabilities of the administration of Juvenile Justice in Douglas County ("Unified Juvenile Justice Center").

WHEREAS, the sole purpose of JCDC is to assist the County and ODPBC in planning, developing and constructing the Unified Juvenile Justice Center (the "Project").

WHEREAS, the County and ODPBC have mutually determined that the Project is a consolidated and cooperative effort that requires comprehensive and all-inclusive planning, developing and constructing as a single project in order to meet important business and financial expectations.

WHEREAS, this Agreement authorizes JCDC to act as "owner's representative" with sufficient oversight to ensure that all critical goals and objectives of the Project are met and that each Owner's physical and financial assets are protected, primarily through the integrated project delivery and appropriate allocation of project costs along with planned and focused cost containment methods.

WHEREAS, the Owner desires to retain the services of the JCDC (which JCDC may outsource or contract as provided in this Agreement) to provide Project related services in the planning, developing and constructing required for all aspects of the Project, including administration and Project closeout, all as set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained in this Agreement, the County, ODPBC and the JCDC agree as follows:

## AGREEMENT

1. Term of Agreement. This Agreement is effective on the Effective Date and shall remain in effect until all obligations set forth in this Agreement have been satisfactorily fulfilled, unless earlier terminated as set forth herein (the "Term"), provided that JCDC upon dissolution as provided by its Articles of Incorporation or otherwise by applicable law, which dissolution shall automatically terminate this Agreement. JCDC shall have a continuing obligation after the Term to comply with any provision of this Agreement intended for the protection or benefit of the Project, or that by context, is intended to survive the completion, expiration or termination of this Agreement.

2. Scope of Services.

2.1 Work. The Owner retains the JCDC as the Owner's agent to cause or provide sufficient organization, personnel and management to perform the services specified in Exhibit "A" attached hereto and incorporated herein (the "Work") in an expeditious and economical manner at the highest standards of JCDC's business to further the Owner's interests. The JCDC shall furnish all labor and services required to complete the Work using JCDC's best efforts, skill, judgment, and abilities in accordance with this Agreement. JCDC accepts the confidence established between it and the Owner by this Agreement. JCDC shall assemble a project team at all times that shall have sufficient capacity, skill and experience to perform the Work. The Parties acknowledge that the County and ODPBC have caused to be performed significant development services benefiting the Project, including, but not limited to, engineering and architectural design, plans for grading, utilities, water, and electrical services, which will be assigned, or otherwise provided for use by written agreement to the JCDC for the benefit of the Project, and in turn to the County and ODPBC.

2.2 Standards. JCDC shall cause the Work to be performed in compliance with all applicable federal, state and local laws, regulations and codes, including any and all required governmental licenses, certificates, approvals and permits that are lawfully required for performance of the Work. JCDC agrees to require that such required licenses, certificates, approvals and permits are maintained in full force and effect throughout the Term.

2.3 Project Team. JCDC will cause the Work to be performed in cooperation with the "Project Team." The Project Team shall include the JCDC, the Owner, the architect engaged to prepare the plans and specifications for the Project (the "Architect") and the construction manager at risk and/or contractor engaged to construct the Project, and such contractor's subcontractors, suppliers and materialmen (collectively, the "Contractor") and such other consultants and professionals that have performed or are engaged to perform consulting services for the Project (the "Consultants"). The Architect, Contractor, and Consultants listed on Exhibit "B" attached hereto have previously been engaged to perform services related to the Project, and the County and ODPBC agree to pay the allocated share of the costs thereof as approved by the ODPBC, County and JCDC in the approved Control Budget,

a copy of which is attached hereto as Exhibit "C". Each member of the Project Team shall designate an individual who shall have the authority to render decisions on that member's behalf ("Designee"). The initial County Designee shall be \_\_\_\_\_. The initial ODPBC Designee shall be \_\_\_\_\_. Each shall have authority to delegate the designation. The initial JCDC Administrator/Project Manager shall be Don Mohiman. JCDC shall select the Architect and Contractor after careful evaluation of each prospective firm's capabilities to perform, adequacy of personnel, past record of performance, as well as experience and expertise to render the services required. Each of the Architect and Contractor shall also appoint a Designee.

2.4 Coordination of Sources of Funds, Cost Containment and Allocation. The JCDC in its responsibility of supporting the Project shall cause or direct:

- a. Fiscal responsibility of the Project through a comprehensive cost control budget.
- b. Internal policies, procedures and financial controls that ensure financial transparency and integrity of the Project.
- c. Periodically review the application of the cost allocation model.
- d. Engaging a firm of certified public accountants to perform "agreed upon procedures" to assist in ensuring that the expenditures incurred are appropriately approved, supported and classified and accounted for in accordance with applicable internal policies and procedures.
- e. Periodic review of Project schedules, budget and cost accounting reports.
- f. Coordinate Project sources of funds, including soliciting and accepting gifts, pledges, donations or demise of funds in support of the Project.

2.5 Control Budget. JCDC will have oversight of the control budget for the Project (the "Control Budget") and will authorize payments for the Project to ensure the Control Budget is balanced and the Project is completed on time and on budget. JCDC's oversight of the Control Budget will include the appropriate allocation of costs to the various sources of funds for the Project. JCDC, in consultation with the ODPBC and County, shall determine that adequate sources of funds are available for the Project before the guaranteed maximum price is approved and a notice to proceed is issued.

### 3. Fees; County and ODPBC Payments and Terms of Payment.

3.1. JCDC Fee. In full consideration for all of the Work performed by JCDC and for all rights granted or relinquished by JCDC under this Agreement, in addition to the consideration of the mutual agreements and contributions of the Parties in connection with the development of the Project, ODPBC and the County shall each pay JCDC a fee in the amount of One Hundred and No/100 Dollars (\$100.00) (the "JCDC Fee") receipt of which is hereby acknowledged.

3.2. Project Costs. All costs related to the construction of the Project, including costs for labor, material, services, special and general conditions and related expenses and fees of the Architect Contractor, Consultants, and subcontractors and material

suppliers (collectively "Project Costs") shall be allocated between the County and ODPBC as based on the ratio agreed to by the County, ODPBC and the JCDC after consultation with the Architect (the "Project Cost Allocation Percentages"). JCDC's Project Manager shall negotiate the terms of Project agreements with the Contractor and those Consultant agreements not listed on Exhibit "B." JCDC shall also negotiate the terms of each Architect, Contractor and Consultant agreement not listed on Exhibit "B" agreement and such agreement must be approved by the County and ODPBC Designee in writing prior to execution. After receipt of written approval the JCDC may execute such Architect, Contractor or Consultant agreement on behalf of and as agent for the Owner. Nothing contained in this Agreement shall create any obligation or contractual relationship between the JCDC and any third party, including, without limitation, any other member of the Project Team.

3.3. Invoices for Costs. Invoices from the Contractor and Consultants shall be allocated in accordance with the Project Cost Allocation Percentages defined above. The County and ODPBC are exempt from paying sales and use taxes on certain purchases and shall not be charged for such sales and use taxes on the invoices for the Project to the extent permitted by law. Notwithstanding anything to the contrary herein, the sum of the County Payments shall not exceed a total of \_\_\_\_\_ (\$ \_\_\_\_\_) without the prior written consent of the County. Notwithstanding anything to the contrary herein, the sum of the ODPBC Payments shall not exceed a total of \_\_\_\_\_ (\$ \_\_\_\_\_) without the prior written consent of ODPBC.

4. Insurance. The Owner agrees to procure, carry and maintain insurance coverage in the types and amounts listed below related to the Project. All insurance policies maintained pursuant to this Agreement shall name the JCDC, County and ODPBC, including its directors, officers and agents as insured for liability. Insurance providers shall be required to furnish a copy of the certificate or certificates of insurance, naming the County, ODPBC and JCDC as insured. JCDC shall require that the insurance company or companies give the County ten (10) calendar days' prior written notice of any cancellation, reduction in amount, or material change in the coverage of such insurance to the extent the insurer agrees to provide such a notice provision.

4.1. Commercial General Liability, Automobile Liability and Umbrella/Excess Liability Insurance. The base liability insurance policies, together with any excess liability coverage provided under blanket umbrella coverage, shall be no less than the amounts listed below.

4.1.1. Commercial General Liability for bodily injury or damages, fatal or non-fatal, and property damage including premises liability, contractual liability, independent contractor liability, product liability, liquor liability and coverage to the extent of \$5,000,000.

4.1.2. Automobile Liability for bodily injury or damages, fatal or non-fatal, and property damage for any one accident to the extent of \$5,000,000.

4.1.3. Umbrella or Excess Coverage in the amount of \$5,000,000.

4.2. Employment Related Insurance. In connection with the employment of its own employees, the Parties shall pay all applicable social security, unemployment, worker's compensation or other employment taxes or contributions of insurance, and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, social security, unemployment insurance and worker's compensation.

4.3. Contractor/Subcontractor Insurance. All contractors and subcontractors providing equipment, materials or services directly to JCDC and/or ODPBC or the County shall obtain, maintain and keep in force during the time in which they are involved in the performance of the services: primary third party liability insurance, automobile liability insurance, workers' compensation insurance coverage, and, if applicable, professional liability coverage.

4.4. Waiver of Subrogation. Each insurance policy maintained pursuant to this Agreement shall provide that the insurer shall have no right of subrogation against an insured.

5. Indemnification. To the fullest extent allowed by law, JCDC agrees to release, defend (with counsel reasonably acceptable to the Owner), indemnify, and hold harmless the Owner from and against all injuries, loss, causes of action, claims, liability, damages or judgments, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of the negligent acts and/or errors and/or omissions of JCDC in the performance of the Work. JCDC shall, and hereby does, indemnify, without need for any affirmative act on his or her part or on the part of JCDC, each person who is made or threatened to be made a party to any proceeding, whether civil, criminal, administrative, or investigative, including any proceeding brought by or in the right of the JCDC, by reason of the fact that such person is or was a Director, officer, employee or agent acting in an official capacity of JCDC and such persons shall be indemnified by JCDC against all liabilities, obligations, costs and expenses, including attorneys' fees, costs of suit, judgments, fines, penalties, other liabilities and amounts paid in settlement (with or without suit), actually and reasonably incurred by such person (other than amounts paid by any such person to JCDC or any subsidiary or affiliate thereof) concerning, or in connection with, the defense of any claim asserted or suit or proceeding brought against such person by reason of that person's conduct, actions or inaction in such capacity at the time of incurring such costs or expenses, if: (a) He or she acted in good faith. (b) He or she reasonably believed: (i) in the case of conduct in his or her official capacity with the JCDC, that his or her conduct was in JCDC's best interests; and (ii) in all other cases, that his or her conduct was at least not opposed to JCDC's best interest. (c) In the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. Termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not meet the standard of conduct described above. However, no

indemnification shall be made with respect to any claim, issue, or matter by or in the rights of JCDC in which such person is adjudged liable to JCDC or in connection with any other proceeding charging improper personal benefit to such person, whether or not involving action in his or her official capacity, in which such person is adjudged liable on the basis that personal benefit was improperly received by such person. To the extent any of the indemnification provisions set forth in this provision prove to be ineffective for any reason in furnishing the maximum amount of indemnification permitted by law, each of the persons named above shall be indemnified by JCDC to the full extent authorized by Nebraska Law. The indemnification provided is directly created and accorded without the need of any affirmative act to claim the same, and subject to the conditions and limitations of this provision, such indemnification rights may be asserted and proceeded upon whenever the need arises. This provision shall survive the Term of this Agreement.

6. Audit; Retention of Books and Records. JCDC shall keep or cause to be kept full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement and shall keep such records for at least five (5) years after completion of the Project. Upon the dissolution of JCDC such records shall be delivered to the Owner. JCDC shall be subject to audit by an auditor acceptable to the County and ODPBC.

7. Ownership of Materials. All drawings, specifications, data and other materials created for other elements of the Project shall be and remain the property of Owner.

8. Termination. The Owner (County and ODPBC, or either of them) may terminate this Agreement in whole or in part upon written notice to JCDC for convenience, with or without cause; provided, however, in no event shall the termination of this Agreement automatically invalidate or void any other Project Team agreement that has been approved and signed by the JCDC and the Owner. For purposes of this Agreement, a termination of this Agreement shall be treated as dissolution of JCDC.

9. General Terms and Conditions.

9.1. Governing Law. This Agreement shall be governed, construed and interpreted in accordance with the internal laws of the State of Nebraska. Any dispute arising under this Agreement that is not settled by agreement of the Parties shall be resolved in forums (except for applicable federal appellate courts) located in the State of Nebraska.

9.2. Independent Contractor. JCDC is a public benefit corporation created, and in good standing, under the laws of the State of Nebraska and is authorized to conduct business in the State of Nebraska. JCDC shall perform its duties hereunder as an independent contractor and not as an employee of the County. JCDC shall only be deemed to be an agent of the Owner for the execution of the Architect, Contractor and Consultant agreements and changes or modifications thereto, as approved by the



Owner, and for no other purposes. JCDC shall have no authorization to bind the Owner to any agreement, liability or understanding except as expressly set forth herein.

9.3. Action of Owner. Any approval or action of Owner (a collective term) shall require the agreement of both County and ODPBC.

9.4. Use of Names/Logos. JCDC agrees not to use the name, logo or any other marks owned by or associated with either ODPBC or the County in any advertising or any form of publicity without written permission in each instance. Use of County or ODPBC brands generally requires licensing which, if authorized, has been addressed in a separate agreement.

9.5. Assignment. JCDC may not assign any obligations of this Agreement without the prior written consent of the Owner. The JCDC shall not subcontract all or substantially all of any facet of this Agreement without the prior written consent of the Owner. In the event of any assignment or subcontract, JCDC shall remain responsible for its performance and that of any assignee or subcontractor under this Agreement. Any assignment or subcontract attempted to be made in violation of this Agreement shall be void. This Agreement shall be binding upon JCDC, and its successors and assigns, if any.

9.6. Entire Agreement; Amendments. This Agreement and any exhibits attached hereto and/or incorporated herein by reference constitute the entire agreement and understanding of the Parties and replaces any prior or contemporaneous proposals, negotiations, representation or agreements, whether written or oral. Any amendment to this Agreement shall be in writing and signed by both Parties.

9.7. Severability and Survival. If any provision of this Agreement shall be invalid or unenforceable with respect to any Party, the remainder of the Agreement, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Agreement shall be valid and enforceable to the fullest extent permitted by law. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between JCDC and the Owner shall survive the completion of the Work hereunder and the termination of this Agreement.

9.8. Waiver. The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted shall not constitute a waiver of such provision or of such right to enforce any or all of the provisions of this Agreement.

9.9. Force Majeure. The Parties shall not be liable to each other for damages for any delay in performance arising out of causes beyond its reasonable control and without its fault or negligence.

9.10. E-Verify. JCDC shall use, or cause to be used, an electronic verification system to determine the work eligibility status of any new employees physically

performing services within the State of Nebraska, as required pursuant to Neb. Rev. Stat. §§4-108 to 4-114 as of the Effective Date, or as such law may be amended from time to time. Compliance with these Nebraska statutes shall be considered a material term of this Agreement.

9.11. Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.

9.12. Captions. The captions of this Agreement are for convenience of reference only, and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

9.13. Addresses: Request for Notice. All notices and other communications that are required or permitted to be given to a party under this Agreement shall be in writing and shall be sent to such party, either by personal delivery, by overnight delivery service, by certified first class mail, return receipt requested, or by facsimile transmission, to the address or facsimile number or electronic addresses specified below. All such notices and communications shall be effective upon receipt of such delivery or facsimile transmission or upon confirmation of electronic delivery. The addresses, facsimile numbers, and electronic addresses of the parties shall be:

The County: Douglas County Board of Commissioners  
1819 Farnam Street, Suite LC2  
Omaha, NE 68183  
Fax: 402-444-6559

With a copy to: Designee  
1819 Farnam Street, Suite LC2  
Omaha, NE 68183  
Fax: 402-444-6559

With a copy to: Douglas County Attorney  
1819 Farnam Street,  
Omaha, NE 68183  
Fax: 402-444-6559

ODPBC: Administrator  
1819 Farnam Street, 1205  
Omaha, Nebraska 68183  
Fax: 402-444-5088

With a copy to: PBC Attorney  
1819 Farnam Street, 1205  
Omaha, Nebraska 68183  
Fax: 402-444-5088

JCDC: Mary Ann Borgeson  
1819 Farnam Street, Suite LC2  
Omaha NE 68163

With a copy to: Don Mohlman  
4FRONT Project Development Services, LLC  
2441 South 191 Circle  
Omaha, NE 68130

With a copy to: Joel D. Pedersen  
Baird Holm LLP  
1700 Farnam St., Ste 1500  
Omaha, NE 68102-0268  
Fax: 402-344-0500

provided, however, any party shall have the right to change its address for notice hereunder by the giving of written notice thereof to the other party in the manner set forth in this Agreement.

[The remainder of this page is intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the County has executed this Agreement, effective as of the date first written.

IN WITNESS WHEREOF, ODPBC has executed this Agreement, effective as of the date first written.

IN WITNESS WHEREOF, the JCDC has executed this Agreement effective as of the date first written.

**EXHIBIT "A"**  
**SCOPE OF WORK**

JCDC shall provide the following scope of services (the "Work"):

**1. GENERAL SERVICES**

- 1.1. JCDC, in general, shall have primary management responsibility for the Project and shall coordinate or cause to be coordinated all Project matters, including, but not limited to, planning, design, and construction of the Project.
- 1.2. JCDC shall cause to be maintained an organized filing system for all Project documents and records. At Project completion, JCDC shall certify that copies of all Project documents and records have been delivered to the County and ODPBC. JCDC shall maintain a current list of the Project Team.
- 1.3. JCDC's Project Manager shall invite the designated County and ODPBC Designees to all Project meetings. JCDC's Project Manager shall direct weekly Owner, Architect, Contractor "OAC" meetings. JCDC will direct that prepared minutes are provided to each Designee. JCDC's Project Manager shall review for accuracy the minutes of such meetings and shall clarify, amend and report any discrepancies affecting the Project.
- 1.4. JCDC shall cause to be furnished monthly reports containing (a) the status of the Project; (b) a comparison of the Project budget to costs incurred through the date of the report; (c) a comparison of the Project schedule to the work actually completed through the date of the report; (d) any revision to the Project schedule or Project budget made during the week covered by the report; (e) a summary of change orders made during the week covered by the report, and presented for approval to the County Designee and the ODPBC Designee; (f) a list of all pending change orders and all outstanding issues requiring action or approval; and (g) any other reports concerning the project as may be reasonably requested.
- 1.5. JCDC shall cause to be provided accounting services for the Project, including, but not limited to, (a) preparing annual budgets; (b) preparing monthly variance reports; (c) monthly Project accounting services related to assembling, reviewing and forwarding for payment the allocated invoices for services of the Architect, Contractor and Consultants; and (d) processing and coordinating the payment of Architect, Contractor and Consultants payments.
- 1.6. JCDC's Project Manager shall be available for questions and follow up by the telephone or site meetings.

## 2. PRE-DEVELOPMENT PHASE SERVICES

- 2.1. JCDC shall select the Contractor and the Consultants (except for those listed on Exhibit "B") after careful evaluation of each bidding firm's capabilities to perform, adequacy of personnel, past record of performance, as well as experience and expertise to render the services required. Upon selection of the Architect, Contractor and Consultants, JCDC shall execute, on behalf of the County and ODPBC, agreements with the Architect, Contractor and Consultants, on terms approved by the County and ODPBC.
- 2.2. JCDC shall require that its contractors become familiar with, and provide services that are consistent with all applicable laws and the requirements of easements, licenses, and other pertinent agreements to the extent the foregoing are made known to the same.
- 2.3. JCDC shall cause or provide for a Project Manager to provide leadership to the Project Team on all matters relating to the planning, design, governmental approvals, construction, and other activities necessary to complete the Project.
- 2.4. JCDC shall cause or provide for a Project Manager to: (a) coordinate the preparation by the Architect of a written and graphic description of the program for the Project, in accordance with the Owner's goals and objectives (the "Project Program"); (b) prepare and submit to the Owner a preliminary estimated schedule for completion of the design and construction of the Project, including, without limitation, the various major activities to be undertaken in connection with the Project and the approximate timing of the commencement and completion of such activities, which JCDC shall monitor and revise from time to time throughout the Project (the "Project Schedule"); and (c) manage the Project Schedule and the Project budget to manage cash flow, maximize value, keep the work progressing in a logical manner, and avoid or mitigate interruptions of design and construction.
- 2.5. JCDC shall cause or provide for a Project Manager to coordinate any required environmental review of the Project, and advise and assist the County and ODPBC in obtaining all environmental permits or approvals required for the Project, if any.
- 2.6. JCDC shall cause or provide for a Project Manager to: assist the Contractor, Architect in obtaining permits for the Project; coordinate with the City of Omaha for the Project; represent the Owners at meetings of the City of Omaha; recommend to the Owners appropriate policies or decisions to be followed on public matters affecting the Project; and



advise the Owners as to any material issues noted by the Architect or Contractor.

- 2.7. JCDC shall cause or provide for a Project Manager to schedule and attend regular meetings with the Architect related to the development of the design. JCDC shall manage the Architect throughout the design phase.
- 2.8. JCDC shall cause or provide for a Project Manager to coordinate with the Architect and Contractor and provide recommendations to the Architect, Contractor and the County regarding value engineering, availability of materials and labor, time requirements for installation and construction, and factors relating to costs, including costs of alternative designs or materials in a manner consistent with the Project Program, budget and Schedule, and possible cost reductions and economies if and when necessary to reconcile the Project budget, Program and Schedule. JCDC's Project Manager must be an active participant in the design process, challenging assumptions, testing decisions, and ensuring the occupants and the Owner will be completely satisfied with the resultant design after construction is complete.
- 2.9. JCDC shall cause or provide for a Project Manager to review and comment on the drawings and specifications for the Project (the "Construction Documents"), as they are prepared by the Architect, and coordinate their review by the Contractor.
- 2.10. In consultation with the Architect and Contractor, JCDC's Project Manager shall provide value engineering services to analyze and make recommendations concerning availability of materials and labor, time requirements for installation and construction, and other factors related to costs, including costs of alternative designs or materials, and possible cost reductions and economies. JCDC shall provide value engineering recommendations to the Owner, but the final decision will, in every instance, be the Owner's decision.
- 2.11. Upon approval by the Owner of design development plans and specifications, JCDC's Project Manager shall (a) lead the process on behalf of the County in reviewing and coordinating the preparation by the Architect of the Construction Documents for the Project; and (b) make recommendations regarding alternative solutions whenever design details appear to (i) adversely affect construction feasibility, the Project Program, budget or Schedule, or (ii) cause the Project to deviate from the approved drawings or requirements of the Owner.
- 2.12. JCDC's Project Manager shall act as the Owner's representative in coordinating and assisting the Architect in the preparation of bid documents.

- 2.13. JCDC shall review bids, prepare analyses and make recommendations to the County and ODPBC for award of a contract for the Project.
- 2.14. After the Project construction contract has been awarded, but before the Contractor commences work on the site, JCDC's Project Manager shall assist the Owner in the preparation of all necessary site logistics plans, traffic flow diagrams and plans for the performance of the applicable work, showing the use of designated roadways or street lights, the closing of any roadways, streets and/or sidewalks, and the re-routing of any traffic; and assist in obtaining necessary governmental approvals required to implement such traffic plans.

### 3. DEVELOPMENT PHASE SERVICES

- 3.1. JCDC's Project Manager shall oversee all phases of the construction of the Project.
- 3.2. JCDC's Project Manager shall represent the Owner in its communications with the Architect, Contractor and Consultants; schedule, attend, and conduct progress meetings, regular on-site meetings to review construction progress and pay requests.
- 3.3. JCDC's Project Manager shall (a) assist and review the processing of change orders; (b) advise the Owner concerning the necessity for, scope of and recommended cost of change orders; (c) negotiate, on the Owner's behalf, all change orders with the Contractor; and (d) provide a weekly list of change order requests for review and approval by Owner. Once change orders are approved by the Owner, the JCDC shall execute a change order reflecting such change order. The final Project budget and/or Project Schedule, as applicable, will be revised to reflect approved change orders.
- 3.4. JCDC's Project Manager shall review applications for payment by the Contractor, review and certify certificates for payment issued by the Architect and make written recommendations to the Owner concerning payment. JCDC and the Owner shall cooperate with one another to develop an orderly procedure for review and payment of Project costs and expenses.
- 3.5. JCDC's Project Manager shall direct Contractor to prepare and update a critical path schedule for completion of the applicable work.
- 3.6. JCDC's Project Manager shall coordinate negotiations among the Project Team, and as applicable, the utility companies, City of Omaha and others

concerning electric, sewer, water, gas and telephone facilities required for the Project, on a schedule consistent with the Project Schedule.

- 3.7. JCDC's Project Manager shall assist in the coordination of work between the Contractor and the Owner's Designee.
- 3.8. JCDC's Project Manager shall cause Contractor to maintain a daily log containing the number of workers, equipment, work accomplished, problems encountered and other relevant data as the Owner may require.
- 3.9. JCDC's Project Manager shall notify the Owner if JCDC's Project Manager becomes aware that the work of Contractor is not being performed in accordance with the requirements of the Construction Documents. JCDC's Project Manager shall notify the Owner immediately of any previously unforeseen conditions and provide recommendations for any actions requiring the Owner's approval.
- 3.10. JCDC's Project Manager shall attend on-site review of the Project to confirm substantial and final completion of the construction of the Project, and notify the Owner when JCDC's Project Manager believes the work under the Project construction contract is substantially complete and that a punch list should be prepared.
- 3.11. JCDC's Project Manager shall coordinate with the Architect in its review of the work to enable the Architect to determine the date of substantial completion. At the substantial completion by Contractor of the work, monitor the Architect in its inspection of the work and preparation of a detailed "punch list" specifying any items which require completion, installation, correction or repair. JCDC's Project Manager will consult with the Owner and/or Architect in connection with the recommendations for the rejection and replacement of all nonconforming work, as appropriate.
- 3.12. JCDC's Project Manager shall oversee the completion of the punch list by the Contractor in a timely fashion to include final inspections of the Architect.
- 3.13. JCDC's Project Manager shall obtain from Contractor record drawings or, if required by the applicable Project construction contract, "as-built" drawings as requested and paid for by the owners, as construction progresses.
- 3.14. Together with the Owner, JCDC shall monitor and observe the testing and start-up of all utilities, systems and equipment for the Project. The JCDC shall assist in the coordination of work between the JCDC and the Owner's internal service providers, if applicable.

- 3.15. JCDC's Project Manager shall arrange, in conjunction with the Contractor, for all inspections by code authorities through the City of Omaha.
  - 3.16. JCDC's Project Manager shall coordinate with Architects regarding the inspection of the construction work in place for conformance with the Construction Documents.
  - 3.17. JCDC's Project Manager shall complete the final close-out of the Project by (a) obtaining, or causing the Contractor to obtain, all government approvals required for the legal use and occupancy of the Project, (b) obtaining all warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the Project construction contracts, (c) obtaining all affidavits, waivers and releases the Contractor is required to provide pursuant to the Project construction contracts to achieve final completion of the Project, (d) analyzing all claims (including change order disputes and other claims for extra compensation) asserted by the Contractor, and/or (e) representing the Owner at meetings and/or inspections scheduled by the Owner and held to resolve problems relating to design, physical condition or operation of the Project to seek enforcement of warranties.
  - 3.18. JCDC's Project Manager shall perform the Work in a timely manner.
4. SECURITY/SAFETY
    - 4.1. While performing the Work, the JCDC's Project Manager shall promptly inform the Owner if the JCDC's Project Manager becomes aware of any security concerns and/or unsafe conditions.
5. OCCUPANCY PHASE
    - 5.1. JCDC's Project Manager shall coordinate with the County and ODPBC Designees regarding the occupancy of the Project including acquisition and installation of all moveable equipment.
    - 5.2. JCDC's Project Manager shall coordinate with the County and ODPBC Designees regarding development of a schedule for occupancy of the Project during the planning phase and updating of the schedule as necessary during the construction.
6. WARRANTY PHASE
    - 6.1. JCDC's Project Manager shall assist the Owner with any warranty issues arising during the first year following the date of substantial completion of the Project. JCDC's Project Manager shall prepare any warranty claims

and coordinate with the Contractor and warranty provider to adequately address such warranty issues in a timely manner.

- 6.2. JCDC's Project Manager shall use best efforts to deliver timely completion of warranty issues.

**EXHIBIT "B"**

**LIST OF ARCHITECT/CONTRACTORS/CONSULTANT AGREEMENTS  
TO ASSIGN TO JCDC**