

Resolution No: 720
ADOPTED: October 3, 2017

**BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEBRASKA**

Resolved

WHEREAS, Douglas County wishes to do its due diligence, in coordination with Metropolitan Utilities District ("MUD"), to explore the possibilities for a juvenile justice facility;

WHEREAS, Douglas County wishes to receive a report of the physical evaluation of the existing facilities and receive recommendations for the existing and potential future facilities; and,

WHEREAS, Douglas County wishes to engage with **HDR** Architecture, Inc. for such pre-design services at 75% (\$22,500) of the total cost (\$30,000).

NOW THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT this Board approves the Pre-Design Services Agreement and the Chair of this Board is authorized and directed to execute said Agreement.

Dated this 3rd day of October, 2017.

Motion by Boyle, second by Rodgers to approve. I move the adoption of the resolution.

Adopted: October 3, 2017

Yeas: Boyle, Duda, Morgan, Rodgers, Borgeson

Nays: Cavanaugh

Absent: Kraft

(CERTIFIED COPY)



Daniel A. Esch

Douglas County Clerk

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Pre-Design Services Agreement

The Architect agrees to provide the Pre Design Services set forth in this Agreement in addition to those set forth in HDR's AIA B103-2007 Standard Form of Agreement Between Owner and Architect, if any.

ARTICLE 1 SITE PROGRAM, SITE EVALUATION, AND SITE PLAN

1.1 Architect shall consult with Douglas County, Nebraska ("Douglas County") and Metropolitan Utilities District ("MUD"), hereinafter the Design Owners to ascertain the general requirements of the Project, shall assist the Design Owners with preparation of a site program defining site requirements for the Project, and shall review the understanding of such site requirements with the Design Owners.

1.2 Based on the Design Owners' site program, and other data provided by the Design Owners, the Architect shall evaluate not more than one (1) proposed site, as identified by the Design Owners, and shall assist Design Owners in selecting a site which appears to be appropriate for planning and development of the Project.

1.3 Architect shall develop a Conceptual Site Plan for the approved site. The Conceptual Site Plan will include the following:

- (a) Conceptual design studies showing approximate size and future expansion of facilities.
- (b) Proposed facilities and proposed future additions thereto, parking and drives, circulation, and major pedestrian ways.
- (c) A preliminary estimate of Construction Cost based on current area, volume, or other unit costs.

ARTICLE 2 PHYSICAL EVALUATION OF EXISTING FACILITIES

2.1 The Architect will make a physical evaluation of the Design Owners' existing facilities and shall prepare a report of the evaluation. The evaluation will be based on information provided by Design Owners' personnel; available record drawings and documents furnished by the Design Owners; and visual inspection by Architect of readily-accessible systems and equipment. All code compliance references contained within the report are subject to subsequent interpretations or decisions by authorities having jurisdiction and to subsequent enactment or revisions of codes, laws, or regulations. The Architect's services do not include in-depth investigation or testing.

2.2 The Architect will provide general recommendations for remodeling or replacement of the existing facilities pending the final design solution.

2.3 The Architect will provide ten (10) copies of the report to the Design Owners.

ARTICLE 3 FUNCTIONAL EVALUATION OF EXISTING FACILITIES

3.1 The Architect will make a functional evaluation of the Design Owners' existing facilities. The evaluation will be based on such items including but not limited to available record drawings; documents and information provided by the Design Owners; a visual inspection of size, location and interrelation of major service department; internal and external traffic patterns; materials handling and vertical transportation systems; and expandability of departments.

ARTICLE 4 PROGRAM AND MASTER PLAN

4.1 The Architect shall assist the Design Owners with the preparation of a basic program defining the requirements of the Project and shall review the understanding of such requirements with the Design Owners.

4.2 Based on the mutually agreed upon program and Project budget requirements, the Architect shall develop and prepare, for Design Owners' approval, a Master Plan including the following:

- (a) Block Schematic Plans showing sizes and locations of major service departments, internal traffic patterns; materials handling and vertical transportation systems, primary utilities, and phasing for future expansion of major departments.
- (b) A Site Plan showing existing facilities and proposed additions and modifications thereto, proposed new facilities, interfacing of facilities, phasing, primary utilities, parking and drives, circulation, and major pedestrian ways.
- (c) A preliminary estimate of Construction Cost based on current area, volume or other unit costs.

4.3 The Architect shall provide sufficient supporting design studies, including the foregoing, to enable the Design Owners to make application to authorities. Excluded from the supporting design studies are any schematic design studies beyond the block schematic studies noted in 4.2 (a), above.

ARTICLE 5 BASIS OF COMPENSATION FOR PRE-DESIGN SERVICES

5. For the Juvenile Justice Pre-Design Services, as described in Paragraphs Article 1 through Article 4, compensation shall be a Stipulated Sum of thirty thousand Dollars (\$30,000), with \$22,500 to be paid by Douglas County and \$7,500 to be paid by MUD. All reimbursable Expenses incurred in connection with such services are included in the Stipulated Sum. Payment shall be made monthly in proportion to services performed and after submission of an invoice. Architect shall provide original invoices that shall include, at a minimum, the following information:

- a) Invoice date and number;

b) Charges; and

e) Remittance information to include Architect's full name, address, and phone number.

The final invoice for services shall be made within thirty (30) days of completion of services.

ARTICLE 6 MISCELLANEOUS

6. Non-Discrimination Architect and Design Owners agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the age, race, color, religion, sex, disability, or national origin of the employee or applicant. Neither the Architect nor the Design Owners shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.

6.1 New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114). Architect is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee

6.2 Public Benefits. With regard to Neb.Rev.Stat. §§4-108 - 113, neither Douglas County, MUD, nor Architect is an individual or sole proprietorship. Therefore, neither Douglas County, MUD, nor Architect is subject to the public benefits attestation and related requirements of Neb.Rev.Stat. §§4-108 - 113.

6.3 Joint Work Product. This Agreement is the joint work product of Douglas County, MUD, and Architect; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any party because of document preparation.

6.4 Conflict of Interest. In the performance of this Agreement, Architect will avoid all conflicts of interests or appearances of conflict of interest. Architect will report any conflict of interest immediately to Douglas County. Architect assures Douglas County that no Douglas County employee will have a financial or personal interest in this Agreement. Architect did not and will not provide any money or other benefit of any kind to any Douglas County employee in the procuring of, facilitation of, execution of, or during the duration of this

Agreement.

6.5 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

PROJECT: *Juvenile Justice Pre-Design Services, Omaha, Nebraska*

DESIGN OWNERS: (name & address) ARCHITECT: (name & address)

Douglas County, Nebraska

HDR Architecture, Inc.
8404 Indian Hills Drive
Omaha, Nebraska 68114


(Signature)


(Signature)

Mary Ann Bergeson, Chair
(Printed name and title)

Matthew DeBoer, Vice President
(Printed name and title)

DATE: 10-3-2017

10/23/17

APPROVED AS TO FORM:

Metropolitan Utilities District


(Signature)


Deputy County Attorney

Scott Keep, President
(Printed name and title)

DATE: 10-16-17

Approved as to form:

Ronald E. Bucher 10-16-17
Ronald E. Bucher, General Counsel

COUNTY OF DOUGLAS - OFFICIAL RECORD

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AGENDA ITEM REQUEST/JUSTIFICATION FORM

(To be completed by requesting Department)
Forward all requests to Sharon Bourke, LC2 Civic Center
**DEADLINE SUBMITTAL IS 3:00 P.M. WEDNESDAY
BEFORE THE TUESDAY MEETING**

Agenda item: Consent
(i.e. Consent/Recognition-Proclamation/Presentation/Public Hearing/Committee, etc.)
Date to be on agenda: 10/3/17

Exact wording to be used for the agenda: Approval of Agreement with HDR for
Pre-Design Services of Potential
Juvenile Justice Facility

RECEIVED

Action requested: Approval
Amount requested: \$22,500 Object Code: OCT 0 2 2017

Is item in current year's budget? Yes Douglas Co. Clerk/Comptroller
Douglas County, Nebraska

Does this item commit funds in future years? Yes _____ No X*

If yes, explain: *There are sufficient funds in fees and contracts.

If an agreement or contract, has the County Attorney reviewed and approved? Yes X No _____

Previous action taken on this item, if any: None

Recommendations and rationale or action: Authorize Chairperson of Douglas
County Board of Commissioners to execute pre-design services agreement.

Will anyone speak on behalf of this item, if so who? No.

If this is a rush agenda item, please explain why: _____

Submitted by (Name & Dept.): Jimmie L. Pinkham III Ext. 7622

Date submitted: 9/27/17

List Attachments: Pre-Design Services Agreement, Resolution
(Attach resolution and all pertinent documentation; i.e. contract, agreement, memorandums, etc.)

Certified resolutions can be obtained at the County Clerk's website:
<http://www.douglascountyclerk.org/county-board-records/search-for-resolutions>

<i>Completed by receiving office</i>		
Received in Administrative Office:	Date <u>9/27/17</u>	Time _____