



City of Omaha
Jean Stothert, Mayor

Public Works Department

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 601
Omaha, Nebraska 68183-0601
(402) 444-5220
Fax (402) 444-5248

Robert G. Stubbe, P.E.
Public Works Director

MAY 09 2023

Honorable President

and Members of the City Council,

Transmitted herewith is a Resolution approving a Professional Services Agreement with Leo A. Daly to provide Professional Architect/Engineering Programing and Master Planning, Design and Construction Administration Services on OPW 54590, being the Omaha Police and Fire Headquarters Project, which is associated with Capital Improvement Program Project No. 2013F304.

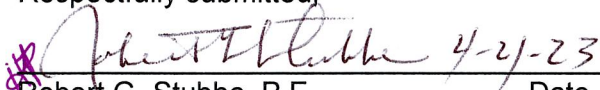
On October 26, 2022, in accordance with Omaha Municipal Code, Section 10-183, the City Engineer published a Request for Qualifications for OPW 54590 and received eight proposals from qualified firms for this project. Three firms were interviewed and Leo A. Daly was selected to provide Architect/Engineering Programing and Master Planning, Design and Construction Administration Services and additional services as identified in the attached agreement.

Leo A. Daly has agreed to perform these services for a fee not to exceed \$2,898,400.00, to be paid from the General Fund 11111, General Expense/Insurance Organization 119014.

Leo A. Daly has filed the required Contract Compliance Report Form (CC-1), and has submitted a responsive Economic Equity Inclusion Plan. As is City policy, the Human Rights and Relations Department will review the contractor to ensure compliance with the Contract Compliance Ordinance.

The Public Works Department requests your consideration and approval of the attached Resolution and Agreement.


Respectfully submitted,

 4-21-23
Robert G. Stubbe, P.E. Date
Public Works Director

Approved:

 4-28-23
Human Rights & Relations Date
Department

Approved as to Funding:

 4/24/23
Stephen B. Curtiss Date
Finance Director NS.

Referred to City Council for Consideration:

 5/1/23
Mayor's Office Date

RESOLUTION NO. _____

City Clerk Office Use Only:

Publication Date (if applicable): _____

Agenda Date: _____

Department: _____

Submitter: _____

CITY OF OMAHA
LEGISLATIVE CHAMBER
Omaha, Nebraska

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, Professional Architect/Engineering Programing and Master Planning, Design and Construction Administration Services are needed in conjunction with OPW 54590, being the Omaha Police and Fire Headquarters Project; and,

WHEREAS, eight firms submitted proposals for this project, three were interviewed and Leo A. Daly was selected in accordance with Omaha Municipal Code, Sec. 10-180 through 10-189, and has agreed to provide professional services as listed in the attached professional services agreement, which by this reference becomes a part hereof; and,

WHEREAS, Leo A. Daly has agreed to provide these services, for a fee not to exceed \$2,898,400.00, to be paid from the General Fund 11111, General Expense/Insurance Organization 119014.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

THAT, as recommended by the Mayor, the Professional Services Agreement with Leo A. Daly to provide Professional Architect/Engineering Programing and Master Planning, Design and Construction Administration Services on OPW 54590, being the Omaha Police and Fire Headquarters Project, is hereby approved.

BE IT FURTHER RESOLVED:

THAT, the Finance Department is authorized to pay a fee not to exceed \$2,898,400.00, from the General Fund 11111, General Expense/Insurance Organization 119014.

3335grp

APPROVED AS TO FORM

 4/24/23
Deputy CITY ATTORNEY DATE

Adopted: _____

Attest: _____
City Clerk

Approved: _____
Mayor



City of Omaha
Jean Stothert, Mayor

Public Works Department

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 601
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Fax (402) 444-5248

Robert G. Stubbe, P.E.
Public Works Director

Qualification Statement for A/E Services

In conformance with Omaha Municipal Code Section 10-187:

The City of Omaha Public Works Department published a Request for Qualifications Architect/Engineering Programing and Master Planning, Design and Construction Administration Services for the construction of a new City of Omaha Police/Fire Headquarters on October 26, 2022.

The following firms submitted responses, and based upon review and subsequent interviews, the A/E Selection Committee for this RFQ determined the following firms were qualified to provide said design engineering services with an estimated fee above \$250,000.

Submitted Qualifications:

1. BVH Architecture w/OPN Architects, McClaren, Wilson & Lawrie, Inc., Morrissey Engineering, Thompson, Dreessen & Dorner, Ehrhart Griffin & Associates, Building Cost Consultants, Confluence & KLI
2. DLR Group
3. Holland Basham Architects w/Davis Design, Nielsen Baumert, Morrissey Engineering, Olsson & IP Design Group
4. Prochaska & Associates w/Rare Bird Innovations, LLC, FoleyShald Engineering, LLC, Thompson, Dreessen & Dorner & Building Cost Consultants
5. Shive Hattery

Submitted Qualifications and Interviewed:

1. HDR w/Dewberry and Carlson West Povondra Architects
2. Hoefer Welker w/Avant Architects, Rare Bird Innovations, LLC, Fides Munusque Fidele, BranchPattern, Bob D. Campbell, Ehrhart Griffin & Associates, R.W. Engineering & Surveying, Vireo, CMR Cost Estimating & Acoustical Design Kubicki
3. Leo A. Daly w/McClaren, Wilson & Lawrie, Inc., Lamp Rynearson, Building Cost Consultants & Pershing Technologies

Leo A. Daly w/McClaren, Wilson & Lawrie, Inc., Lamp Rynearson, Building Cost Consultants & Pershing Technologies were selected for this project on January 12, 2023.

The A/E Selection Committee for this RFP consisted of:

- James Theiler, City Engineer, Public Works Department
- Tim McCaw, Public Works Department
- Jason Bradley, Battalion Chief - Technical Services Division Omaha Fire Department
- Steve Cervený, Deputy Chief, Omaha Police Department
- Jacqueline Morrison, Deputy Chief of Staff, Mayor's Office
- Bob Hamer, Citizen Appointee

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, _____, by and between the City of Omaha, a municipal corporation located in Douglas County, Nebraska (hereinafter referred to as the "City"), and Leo A Daly Company (hereinafter referred to as the "Provider"), on the terms, conditions and provisions as set forth herein below. All references to "Contractor" shall mean "Provider".

I. PROJECT NAME AND DESCRIPTION

OPW 54590, Omaha Police and Fire Headquarters, Professional A/E Services for City of Omaha Police/Fire Headquarters.

II. DUTIES OF PROVIDER

- A. Provider agrees to perform professional services, as set out and more fully described in the Proposal attached hereto, for the City, relative to the above-referenced project which is illustrated in Exhibit "B" attached hereto. Such services shall be completed within a 360 calendar day period after receipt of a purchase order from the City.
- B. Provider designates Stacy Feit whose business address and phone number is 8600 Indian Hills Drive Omaha, Nebraska 68114, 402-391-8111 as its project manager and contact person for this project.
- C. Provider agrees to maintain records and accounts, including personnel, financial and property records, sufficient to identify and account for all costs pertaining to the project and certain other records as may be required by the City to assure a proper accounting for all project funds. These records shall be made available to the City for audit purposes and shall be retained for a period of five (5) years after the expiration of this Agreement. Notwithstanding the foregoing, the City's right to inspect, copy and audit shall not extend to the composition of Provider's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.
- D. Provider agrees to prepare a schedule of compensation, detailing hourly rates for all compensated providers, employees, and subcontractors.
- E. Provider agrees to complete, within 360 calendar days of receipt of a purchase order from the City, the necessary services. The City recognizes that completion within this deadline is contingent upon timely response from utilities and City input.
- F. Provider agrees to have a current Contract Compliance Form (CC-1) on file with the City's Human Rights and Relations Department prior to signing the agreement.
- G. Standard of Care. The standard of care applicable to Provider's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed. Provider will re-perform any

services as defined in Exhibit "B" not meeting this standard without additional compensation. No other warranty of any kind, expressed or implied, at common law or created by statute, is extended, made, or intended by the rendition of Provider's services under the Agreement.

H. Subsurface Investigations. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of Provider.

I. Provider's Personnel at Construction Site (where applicable)

- i. The presence or duties of Provider's personnel at a construction site, whether as onsite representatives or otherwise, do not make Provider or Provider's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
- ii. Provider and Provider's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting the health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Provider's own personnel.
- iii. The presence of Provider's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). Provider neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this AGREEMENT only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

J. Construction Progress Payments. Where construction phase services are provided; recommendations by Provider to City for periodic construction progress payments to the construction contractor(s) will be based on Provider's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by Provider to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that Provider has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to City free and clear of liens, claims, security interests, or encumbrances; or that there are no other

matters at issue between City and the construction contractors that affect the amount that should be paid.

- K. Record Drawings. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed.

Provider is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

III. DUTIES OF CITY

- A. City designates Michael Oestmann, whose business address and phone number are 1523 South 24th Street, Omaha, NE 68108, 402-444-4575 as its contact person for this project, who shall provide a notice to proceed and such other written authorizations as are necessary to commence or proceed with the project and various aspects of it.
- B. City Furnished Data. Upon request, City will provide to Provider all available/known data in City's possession relating to Provider's services on the PROJECT. Provider will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by City.
- C. Access to Facilities and Property. City will make its facilities accessible to Provider as required for Provider's performance of its services.
- D. Advertisements, Permits, and Access. Unless otherwise agreed to in the Scope of Services, City will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for Provider's services or PROJECT construction.
- E. Prompt Notice. City will give prompt written notice to Provider whenever City observes or becomes aware of any development that affects the scope or timing of Provider's Services, or of any defect in the work of Provider or construction contractors.
- F. Asbestos or Hazardous Substances.
- 1) If asbestos or hazardous substances in any form are encountered or suspected, Provider will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.
 - 2) If asbestos is suspected, Provider will, if requested and if Provider in its sole discretion, determines Provider has the knowledge, skills and ability, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.
 - 3) City recognizes that Provider assumes no risk and/or liability for a waste or hazardous waste site originated by other than Provider.
- G. Litigation Assistance. The Scope of Services does not include costs of Provider for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by City. All such Services required or requested of Provider by City,

except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed.

IV. COMPENSATION AND PAYMENT

- A. The cost of services as specified in the Scope of Service, shall be performed on an hourly basis, but in no event shall it exceed \$2,898,400.00. Detailed breakdown of costs shall be shown in Exhibit "C".
- B. Reimbursable expenses shall be billed to the City by the Provider. Invoices billed to the City for services by the Provider shall be limited to services performed within a single calendar year. For agreements which span multiple calendar years, invoicing shall be separated between calendar years. Year-end invoices (for services through December 31 of a given calendar year) shall be submitted to the City no later than January 31 of the following calendar year. After review and approval, City shall provide payment for reimbursable expenses on a monthly basis unless the parties agree to some other schedule. Provider shall pay any suppliers or sub-contractors within 30 days of receipt of reimbursement from the City.
- C. Errors and Omissions. Additional work that is required to be performed by Provider that is a result of legally determined errors or omissions by Provider shall not be compensated by City.
- D. INCREASE OF FEES

The parties hereto acknowledge that, as of the date of the execution of the Agreement, Section 10-142 of the Omaha Municipal Code provides as follows: Any amendment to contracts or purchases which taken alone increase the original fee as awarded (a) by ten percent, if the original fee is one hundred fifty thousand dollars (\$150,000) or more, or (b) by seventy-five thousand dollars (\$75,000) or more, shall be approved by the City Council in advance of the acceptance of any purchase in excess of such limits. However, neither contract nor purchase amendments will be split to avoid advance approval of the City Council.

The originally approved scope and primary features of a contract or purchase will not be significantly revised as a result of amendments not approved in advance by the City Council. The provisions of this section will be quoted in all future City contracts. Nothing in this section is intended to alter the authority of the Mayor under section 5.16 of the Charter to approve immediate purchases.

V. OWNERSHIP OF INSTRUMENTS OF SERVICE

The City acknowledges the Provider's documents, including electronic files, as instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Provider, the final documents prepared under this Agreement shall become the property of the City. The City shall not reuse on another Project or make any modifications to the documents without prior written authorization of the Provider. The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Provider, its officers, directors, employees and subconsultants (collectively, Provider) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or in any way connected with the

unauthorized reuse or modification of the documents by the City, regardless of whether such reuse or modification is for use on this Project or another Project

VI. ADDITIONAL SERVICES

In the event additional services for the aforementioned Project not covered under this Agreement are required, the Provider agrees to provide such services at a mutually agreed upon cost.

VII. INSURANCE REQUIREMENTS

The Provider shall carry professional liability insurance in the minimum amount of one half million dollars and shall carry workers' compensation insurance in accordance with the statutory requirements of the State of Nebraska.

VIII. INDEMNIFICATION

The Provider agrees, to the fullest extent permitted by law, to indemnify, and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Provider's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Provider is legally liable; provided, that with respect solely to the said duty to defend, such duty of the Provider to defend shall arise only if, and to the extent, such duty is covered by Provider's liability insurance. The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Provider, its officers, directors, employees and subconsultants (collectively, Provider) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs in connection with the Project, to the extent caused by the City's negligent acts or the negligent acts of anyone for whom the City is legally liable. Neither the City nor the Provider shall be obligated to indemnify the other party in any matter whatsoever for the other party's own negligence. The Provider shall not be liable for any loss of profit, loss of business or any incidental, special, indirect or consequential losses.

IX. TERMINATION OF AGREEMENT

Either party may terminate this Agreement without cause upon fifteen (15) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the City shall forthwith pay Provider for the services performed to the date of termination and all finished or unfinished documents, data surveys, studies, drawings, maps, models, reports or photographs shall become, at the City's option, its property.

X. GENERAL CONDITIONS

- A. Non-discrimination. Provider shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, age, or

disability as recognized under 42 USCS 12101 et seq. and Omaha Municipal Code section 13-89, race, color, creed, religion, sex, marital status, sexual orientation, gender identity, national origin, age, or disability.

- B. Captions. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.
- C. Applicable Laws. Parties to this Agreement shall conform with all existing and applicable City ordinances, resolutions, state laws, federal laws, and existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.
- D. Interest of the City. Pursuant to Section 8.05 of the Home Rule Charter, no elected official or any officer or employee of the City shall have a financial interest, direct or indirect, in any City Agreement. Any violation of this section with the knowledge of the person or corporation contracting with the City shall render the Agreement voidable by the Mayor or Council.
- E. Interest of the Provider. The Provider covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement; he further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- F. Authorization to Proceed. Execution of this AGREEMENT by City will be authorization for Provider to proceed with the work, unless otherwise provided for in this AGREEMENT.
- G. Force Majeure. Provider is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of Provider. In any such event, Provider's contract price and schedule shall be equitably adjusted.
- H. Intellectual Property. City acknowledges and agrees that in the performance of the development service, Provider may utilize its proprietary data, concepts, methods, techniques, processes, protocols, ideas, inventions, know-how, trade secrets, algorithm, software, works of authorship, software and hardware architecture, databases, tools, other background technologies and standards of judgment that Provider developed or licensed from third parties prior to the Effective Date (the "Pre-Existing Technology").

Subject to the terms and conditions of this AGREEMENT, Provider hereby grants to City a non-exclusive, non-transferable, royalty-free license under Provider's Intellectual Property Rights to utilize the Pre-Existing Technology for the purpose of the City Project.

City shall not, and shall not allow any third party to: (i) modify or otherwise create derivative works of the Pre-Existing Technology; (ii) use the Pre-Existing Technology for any other purpose, other than the City Project; (iii) make, have made, use, reproduce, license, display, perform, distribute, sell, offer for sale, service, support, or import any product that incorporates, embodies and/or is based upon the Pre-Existing Technology; (iv) sublicense,

distribute or otherwise transfer to a third party any of the Pre-Existing Technology by itself or as incorporated into software or hardware; or (v) reverse engineer, disassemble, decompile or attempt to derive the source code or underlying ideas or algorithms of the Pre-Existing Technology. Any additional use of the Pre-Existing Technology shall require a separate written license agreement.

- I. Suspension, Delay, or Interruption of Work. City may suspend, delay, or interrupt the Services of Provider for the convenience of City. In such event, Provider's contract price and schedule shall be equitably adjusted.
- J. No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than City and Provider and has no third- party beneficiaries.
- K. Merger. This Agreement shall not be merged into any other oral or written agreement, lease, or deed of any type. This is the complete and full Agreement of the parties.
- L. Modification. This Agreement contains the entire Agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.
- M. Assignment. The Provider may not assign its rights under this Agreement without the express prior written consent of the City.
- N. Strict Compliance. All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representative.
- O. LB 403 Contract Provisions. - NEW EMPLOYEE WORK ELIGIBILITY STATUS - The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing service within the State of 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.

If the Contractor is an individual or sole proprietorship, the following applies: 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. 3. The Contractor understands and agrees that lawful presence

in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

- P. Certificate of Authorization. If this Agreement contemplates the performance of professional architecture or engineering work by the Provider, the Provider shall provide to the City, and maintain in good standing, a current Certificate of Authorization from the State of Nebraska as required by Neb. Rev. Stat. section 81-3436.
- Q. Debarment or suspension by any federal agency. (This section applies if any part of this Agreement is funded by a federal agency.) Office of Management and Budget (OMB) guidelines require that any individual or entity that has been placed on the Excluded Parties List System ("EPLS" - available for review through www.sam.gov) may not be a participant in a federal agency transaction that is a covered transaction or act as a principal of a person participating in one of those covered transactions. These guidelines apply to covered transactions under a grant from any federal agency for which a recipient expects to receive reimbursement for expenditures incurred or an advance on future expenditures.

The Contractor providing goods and/or services to the City of Omaha certifies, by acceptance and execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor further agrees, by accepting and executing this Agreement, that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Contractor or any lower tier participant is unable to certify this statement, it shall attach an explanation to this Agreement.

- R. Contract Compliance Ordinance No. 35344, Section 10-192 Equal Employment Opportunity Clause.

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, national origin, age, or disability. The Contractor shall ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, gender identity, national origin, age, or disability. As used herein, the word "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or by other means; compensated; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, sexual

orientation, gender identity, national origin, age, or disability.

- 3) The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Contractor's commitments under the Equal Employment Opportunity Clause of the City and shall post copies of the notice in conspicuous places available to employees and applications for employment.
 - 4) The Contractor shall furnish to the Human Rights and Relations Director all Federal forms containing the information and reports required by the Federal government for Federal contracts under Federal rules and regulations, and including the information required by Sections 10-192 to 10-194, inclusive, and shall permit reasonable access to his records. Records accessible to the Human Rights and Relations Director shall be those which are related to Paragraphs (1) through (7) of this subsection and only after reasonable notice is given the Contractor. The purpose for this provision is to provide for investigation to ascertain compliance with the program provided for herein.
 - 5) The Contractor shall take such actions with respect to any subcontractor as the City may direct as a means of enforcing provisions of Paragraphs (1) through (7) herein, including penalties and sanctions for noncompliance; however, in the event the Contractor becomes involved in or is threatened with litigation as the result of such directions by the City, the City will enter into such litigation as necessary to protect the interests of the City and to effectuate the provisions of this division; and in the case of contracts receiving Federal assistance, the Contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.
 - 6) The Contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the Contractor in the same form and to the same extent as required by the Federal government for Federal contracts under Federal rules and regulations. Such compliance reports shall be filed with the Human Rights and Relations Director. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and his subcontractors.
 - 7) The Contractor shall include the provisions of Paragraphs (1) through (7) of this Section, "Equal Employment Opportunity Clause", and Section 10-193 in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- S. Conflict. In the event of any conflict between this Agreement and any of the exhibits attached hereto, the terms of this Agreement shall take precedence.
- T. Opinion of Probable Costs. Notwithstanding anything to the contrary, Provider's opinions of probable total project costs, construction costs, and/or estimates or quantities, if any, provided as part of the services under the Agreement are made on the basis of Provider's knowledge,


experience and qualifications and represent Provider's judgment as an experienced professional. Provider does not guarantee that proposals, bids, actual total projects costs, total construction costs or quantity estimates will not vary from the opinions provided by Provider. Cost control and cost estimates shall be performed by others and responsibility for quantities remain solely the responsibility of the Construction Contractor.

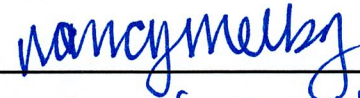
- U. Limitation of Liability. It is agreed that the City's maximum recovery against Provider for any damages, claims, costs, or expenses arising under the Agreement, whether in contract, tort or otherwise, is limited to the amount of insurance coverage required under this Agreement. It is expressly agreed that City's sole and exclusive remedy against Provider under the Agreement, whether based in contract, tort or otherwise, is the award of damages, costs or expenses not to exceed the stipulated amount of insurance required under this Agreement.

EXECUTED this 10th day of April, 2023.

Leo A. Daly Company

Provider


ATTEST

By 
director of operations
(Title)

EXECUTED this _____ day of _____, _____.


ATTEST

CITY OF OMAHA, A Municipal Corporation

City Clerk

By _____
Mayor

APPROVED AS TO FORM:

 4/24/23
Deputy City Attorney

Revised: 03/08/2021

EXHIBIT "A"

RESERVED

EXHIBIT "B"

SCOPE OF SERVICES



PLANNING

ARCHITECTURE

ENGINEERING

INTERIORS

ABU DHABI
ATLANTA
AUSTIN
BEIJING
CHICAGO
COLLEGE STATION
CORPUS CHRISTI
DALLAS
DAMMAM
DOHA
FORT WORTH
HONG KONG
HOUSTON
LANSING
LAS VEGAS
LOS ANGELES
MIAMI
MILPITAS
MINNEAPOLIS
OAKLAND
OMAHA
ORANGE
RIYADH
SAN ANTONIO
SAN MARCOS
TAMPA
WACO
WASHINGTON DC
WEST PALM BEACH

April 11, 2023

Michael Oestmann
Contract Administration Manager
Public Work Department
Facilities Management
1523 South 24th Street
Omaha, NE 68108

Re: Professional A/E Services Proposal
Omaha Police and Fire Headquarters Project

LEO A DALY is pleased to present this proposal for Professional A/E Services for City of Omaha Police and Fire Headquarters. This proposal is intended to be included as an Exhibit to identify the scope of work in a mutually agreeable Professional Services Agreement between LEO A DALY ("Contractor") and City of Omaha ("City").

The general scope of the Project is for Contractor to assist the City in programming a new police and fire headquarters facility (which may include a police precinct and a fire station), selecting a site in downtown Omaha, full architectural and engineering design, and contract administration of the proposed facility. The City has determined that the budget and schematic design will be identified during Phase One. Then the project will require the successful approval of a bond referendum, anticipated to occur in May 2024. Phase Two services will be performed by Contractor after bond approval.

The scope of work will be delivered in two phases:

- Phase One (1): Pre-Bond Referendum Services
 - Precedent Project Tours
 - Existing Building Tours
 - Programming
 - Site Evaluation
 - Site Test Fit
 - Concept Design
 - Opinion of Probable Cost
 - Site Due Diligence Assistance
 - Schematic Design
 - Bond Referendum Materials
- Phase Two (2): Post-Bond Services
 - Design Development
 - Construction Documents
 - Bidding/Negotiation
 - Contract Administration

The scope of work will include:

1. Precedent Project Tours: Contractor will accompany City on two to four tours of similar projects completed by the design team.
2. Existing Building Tours: Contractor will tour existing police headquarters, west precinct, fire headquarters, and fire station 31 with City.
3. Programming: Contractor will work with the City's steering committee to create a program to include the police and fire headquarters, a fire station, and a police precinct. Programming deliverable will include a summary of shared and user specific spaces, adjacencies, and total gross square foot project size.
4. Site Evaluation: Contractor will work with the City's steering committee to identify criteria for potential sites, identify properties that meet criteria and verify property will accommodate the identified program. We will identify up to four (4) sites that will be vetted for development.
 - a. Rank and score candidate sites based on capability of each site to satisfy the identified selection criteria.
5. Site Test Fit: Contractor will test fit the identified program on up to two (2) sites at the block diagram level.
6. Concept Design: Contractor will develop two (2) conceptual design for site(s) identified by the City's steering committee and the Contractor to be most viable, based on test fits, and site selection.
 - a. Deliverable: Site plan, Floor plans, Design narratives, 2 "cartoon-quality" renderings of each concept. (For example, see Exhibit A)
7. Opinion of Probable Cost: Contractor will provide Opinion of Probable Cost for two (2) conceptual designs.
8. Site Due Diligence Assistance:
 - a. Contractor will give recommendation on preferred site(s).
 - b. City will enter negotiations with property and procure due diligence investigations or studies including but not limited to site survey, title search, easements/encumbrances and environmental study of selected site as required.
 - c. Contractor will assist City with City procurement needs.
 - i. Contractor will assist with development of Survey and geotechnical investigations RFP.
 - ii. Contractor will assist city in review of due diligence
9. Schematic Design:
 - a. Upon notice to proceed from City, Contractor will proceed with schematic design documents of one (1) selected concept design.
 - b. Schematic design documents will include: Architectural Site Plan, Floor Plans, Building Sections, Exterior Elevations, Narratives: Interior Design, Fire and Life Safety, Structural, Electrical, Mechanical, Plumbing, Fire Protection, FFE (furniture) Test Fit, Specification Index.
 - c. The opinion of probable cost of construction will be updated per schematic design drawings.
10. Bond Referendum Materials:
 - a. Two (2) Photo quality renderings of selected Site conceptual design. Opinion of probable cost of construction.

SCOPE OF WORK PHASE TWO (2) POST-BOND REFERENDUM SERVICES:

Upon Bond Referendum approval, the Contractor will provide a professional A/E services proposal for Phase Two services for City Council approval. City will provide an authorized Notice to Proceed (NTP) for Phase Two Services to Contractor. Contractor will resume design of the project and complete design development, construction documents, furniture/fixtures/equipment design, contract administration, and code-required commissioning services.

PHASE TWO (2) PROPOSED SCHEDULE

<u>Phase Two:</u>	<u>Complete:</u>
Kick off Design Development	July 2024
Design Development	November 2024
Construction Documents	March 2025
Contract Administration	July 2027

PHASE TWO (2) FEES:

Fees will be a lump sum based on 7% percent of the Opinion of Construction Cost of the Work as determined during Phase One (1), to complete design development, contract documents and construction administration.

Our services exclude the following:

- Contractor is not licensed real estate broker and is not able to negotiate real estate purchase for City.
- Hazardous material investigation, documentation and remediation
- Development of LEED or WELL building design and documentation
- Construction staking, testing, and special inspections
- SWPP inspections

We believe LEO A DALY, brings unequalled value and quality to this important City of Omaha project. Our team is ready to begin this project and execute a design service agreement immediately. If you need any additional information or have any questions, please do not hesitate to contact us.

We are ready to serve you.

Very best regards,
LEO A DALY COMPANY



Stacy Feit
Associate, Project Manager

Approved by:



Nancy Melby
Vice President, Director of Operations

EXHIBIT A



SITE CONTEXT TO HAVE LESS DETAIL



SITE CONTEXT TO HAV
LESS DETAIL

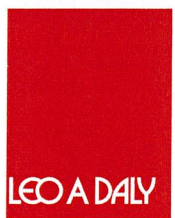


EXHIBIT "C"

BREAKDOWN OF COST

PHASE ONE (1) PROPOSED SCHEDULE:

<u>Phase One:</u>	<u>Complete:</u>
Kick off	April 2023
Programming	July 2023
Site Selection	August 2023
Test Fits	September 2023
Concept Design(s)	October 2023
Identify Prime Site	November 2023
Schematic Design	February 2024
Bond Referendum Vote	May 2024

PHASE ONE (1) FEES:

Base Services:

- a. Precedent Project Tours.....\$30,000
 - 2-day trip for 6 project teammates
- b. Programming.....\$361,600
 - Includes: Public safety facility planning & design seminar, space needs, existing building tour, needs prioritization, site selection criteria
- c. Site Evaluation\$67,200
 - Includes: Identifying sites up to 4, evaluating various site's alignment with selection criteria, historic and cultural factors.
 - Includes: Stacking diagrams up to 2 sites
- d. Concept Design:.....\$371,600
 - Includes: 2 conceptual designs, bubble diagram plans, elevations, engineering diagrams and opinion of probable construction cost
- e. Site Due Diligence Assistance.....\$28,000
 - Assist City in evaluating due diligence documentation
- f. Schematic Design:.....\$2,040,000
 - Schematic Design and Bond Referendum Materials

Total Base Service Lump Sum: \$2,898,400

Additional services:

- Site Evaluation for each additional site with stacking diagrams \$22,400
- Concept Design for 2nd site: \$158,000
- Design team members can provide survey, platting and title, and landscape design services under a separate proposal direct to the City.