

**AGREEMENT
BETWEEN OWNER AND ARCHITECT
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between the City of Crete, NE (“Owner”) and JEO Architecture, Inc. (“Architect”).

Owner’s project, of which Architect’s services under this Agreement are a part, is generally identified as follows:

Crete Fire Station – National Environmental Policy Act (NEPA) Services (“Project”).

Architect’s services under this Agreement are generally identified as follows: JEO will provide National Environmental Policy Act (NEPA) review services for the Crete Fire Station project as described in the Architect’s scope of services - Exhibit A.

Owner and Architect further agree as follows:

ARTICLE 1 - SERVICES OF ARCHITECT

1.01 Scope

- A. Architect shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - Compensation

3.01 Compensation

- A. Owner shall pay Architect as set forth in Exhibit A and per the terms in Exhibit B.
- B. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Architect. The current Standard Hourly Rate Schedule is available upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

ARTICLE 5 – TOTAL AGREEMENT

5.01 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Architect and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

This Agreement will be effective on _____, 2024 (which is the Effective Date of the Agreement).

Owner:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

Architect: JEO Architecture, Inc.



By: _____ Corey E. Brodersen

Title: _____ Architecture Department Manager

Date Signed: _____ January 08, 2024

Address for giving notices:

_____ JEO Architecture, Inc.

_____ 2000 Q Street, Suite 500

_____ Lincoln, NE 68503



SCOPE OF SERVICES CRETE FIRE STATION - NEPA SERVICES

YOUR PROJECT:

The City of Crete, Nebraska is proposing the expansion of the existing Fire Hall as they have outgrown the existing facility. The City of Crete has asked JEO Consulting Group, Inc. (JEO) to complete an environmental review for the project that meets the requirements of the United States Department of Agriculture (USDA) Rural Development (RD) environmental review standards.

Based on a preliminary assessment of the project scope and area, this project is anticipated to require a Categorical Exclusion in accordance with the National Environmental Policy Act (NEPA). JEO's environmental team will develop a comprehensive environmental review that meets the USDA RD's standards for a Categorical Exclusion as required under 7 CFR 1970.54 a(3).

The Categorical Exclusion requires 2 primary tasks to be completed:

1. Literature and desktop/dataset review of environmental resources within the study area.
2. Environmental Review Report.

JEO will provide services as outlined below to support the development of a general environmental review for the project area and its adjacent areas.

SCOPE OF SERVICES:

1. National Environmental Policy Act (NEPA) Review: JEO will complete an environmental review for the project that meets the requirements of the USDA RD environmental review standards. Based on a preliminary assessment of the project scope and area, this project is anticipated to require a Categorical Exclusion in accordance with the NEPA. JEO's environmental team will develop a comprehensive environmental review that meets the USDA RD's standards for a Categorical Exclusion as required under 7 CFR 1970.54 a(3).
 - a. Task 1 - Literature, Desktop and Dataset Review
 - Initiate correspondences with the following agencies and non-government organizations (NGOs) - Nebraska State Historical Preservation Officer (NeSHPO) and all Tribal Historic Preservation Officers (THPOs)/Tribal Nations with a potential interest in the project area.
 - Complete a Conservation and Environmental Review Tool (CERT) review through the Nebraska Game and parks Commission (NGPC) and generate an Information for Planning and Consultation (IPaC) species list through the U.S. Fish and Wildlife Service (USFWS)
 - Conduct a desktop and dataset review of Water Resources, including Waters of the U.S, wetlands, and floodplains.
 - b. Task 2 – Environmental Review Report - The USDA RD Environmental Checklist for Categorical Exclusions will be completed, and will be accompanied by a technical report that provides details for the following categories:

- Project Description and Location
 - Land Ownership and Land Use
 - Historic Preservation
 - Threatened and Endangered Species / Biological resources
 - Wetlands
 - Floodplains
 - Coastal Areas
 - Important Farmland
 - Environmental Risk Management
 - Other Resources: Key Water Resources, Transportation/Traffic, Air Quality, and Noise Pollution
- c. Services not included in the NEPA Review: (If necessary, a fee for these services can be negotiated as needed.)
- On site meetings.
 - Field visits / on-site reconnaissance.
 - T&E Species-specific surveys, sampling, trapping, or handling of plants/wildlife.
 - Permitting related to water resources (CWA, NPDES, Floodplain).
 - Additional services not outlined in the above task descriptions.
2. Deliverables (Preliminary Design Documents)
- a. National Environmental Policy Act report
3. Travel expectations
- a. There are no planned site visit meetings needed for the NEPA review thus they have been excluded from this scope of services and fee.

TERMS AND CONDITIONS:

1. Compensation – JEO proposes to provide the services for lump-sum fees as follows:
 - a. National Environmental Policy Act (NEPA) Review: \$16,000.00
2. Reimbursable Expenses
 - a. Typical reimbursable expenses are included in the lump-sum fee.
3. Additional Services
 - a. For Additional Services, whether requested in writing or verbally by the Owner, work shall be completed at standard hourly rates or based on a negotiated lump sum fee.
4. Contract Time
 - a. If the Basic Services covered by this Agreement have not been completed by August 1, 2024, through no fault of JEO, extension of JEO's services beyond that time shall be compensated as additional services.

JEO Architecture, Inc.
GENERAL CONDITIONS

Exhibit B

1. SCOPE OF SERVICES: JEO Architecture, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession

practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other



harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use 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 pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Architect shall require the same of each consultant.

