



**AGREEMENT
BETWEEN CLIENT AND JEO CONSULTING GROUP, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of the date signed by Client ("Effective Date") between City of Waverly, Nebraska ("Client") and JEO Consulting Group, Inc. ("JEO").

Client's project, of which JEO's services under this Agreement are a part, is generally identified as follows:

Waverly, Nebraska – Aquatic Center Deck Expansion ("Project").

JEO Project Number: **TBD**

Client and JEO further agree as follows:

ARTICLE 1 - SERVICES OF JEO CONSULTING GROUP

1.01 Scope

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

ARTICLE 2 – CLIENT'S RESPONSIBILITIES

2.01 Client Responsibilities

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

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is as noted in Exhibit A.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

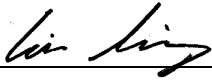
4.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Client and JEO 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.

Client:

JEO Consulting Group, Inc.



By: _____

By: Eric Silvey, PLA

Title: _____

Title: Landscape Architect

Date Signed: _____

Date Signed: 04/09/2026

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc.

2000 Q Street, Suite 500

Lincoln, NE 68503



SCOPE OF SERVICES
EXHIBIT A
Waverly Aquatic Center Deck Expansion
JEO Project No. 252011.00.

PROJECT UNDERSTANDING

JEO Consulting Group (JEO) will provide professional services for the feasibility analysis, design, and construction administration of a pool deck expansion at the Waverly Aquatic Center. The City has programmed this expansion in the 2026 fiscal year, with design activities planned for Summer 2026 and construction targeted for Fall 2026.

The initial phase of work will evaluate three (3) expansion layout options — North Side Option B and two South-side options (Option 1 Update and Option 2 Update) — assessing their feasibility and developing preliminary cost estimates for each. Following review and selection of a preferred option by City Staff, the project will advance into full construction documentation, bidding, and construction.

The general expansion concepts have been developed and will be refined and confirmed with City Staff as part of the feasibility and design process.

SCOPE OF SERVICES:

1 FEASIBILITY STUDY & OPTION COSTING

JEO will evaluate three (3) pool deck expansion alternatives and provide the City with sufficient information to select a preferred option for full design development. The three options under study are:

- 1.1 North Side Option B
- 1.2 South Option 1 (Updated)
- 1.3 South Option 2 (Updated)
- 1.4 For each option, JEO will provide the following:
 - a. Review and confirm conceptual layouts with City Staff at a kickoff meeting.
 - b. Evaluate site constraints, utility conflicts, and code considerations relevant to each option.
 - c. Prepare summary-level plan graphics illustrating the deck expansion extents for each option.
 - d. Develop preliminary opinions of probable construction costs for each option.
 - e. Prepare a written feasibility summary report presenting findings and a comparison of the three options to assist the City in selecting a preferred concept.
 - f. Present findings to City Staff and receive direction on a preferred option.

2 SURVEY/DATA COLLECTION

2.1 Field survey:

- a. Establish vertical and horizontal control using the local coordinate system.
- b. Conduct a topographic survey of the deck expansion area and expected construction limits.
- c. Survey the locations of physical features within the proposed site area (concrete, asphalt, sidewalks, utility poles, utility locates, valves, manholes, drainage structures, buildings, landscaping, etc.).
- d. Submit a One-Call Utility location request and incorporate utility information on preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.).
- e. Create an electronic drawing illustrating existing elevations, site features, and utility information resulting from the survey.

3 DESIGN SERVICES

Upon City selection of a preferred expansion option, JEO will advance the design through construction documents. This task includes civil engineering design for site grading and flatwork, and electrical engineering for any power or lighting system relocation necessitated by the expansion.

3.1 Discipline Coverage

- a. Civil Engineering — site grading, flatwork design, drainage
- b. Electrical Engineering — power and lighting relocation as required to accommodate the expansion

3.2 Schematic Design / Design Development (SD/DD)

- a. Facilitate and attend a kickoff meeting with the Owner to confirm the selected concept and project direction.
- b. Review applicable codes and advise as necessary.
- c. Develop Schematic Design/Design Development documents defining the proposed expansion concept. Receive Owner input and revise as required.
- d. Prepare project documents at 30% and 60% completion levels.
- e. Conduct internal QA/QC review of 30% and 60% documents.
- f. Review 30% and 60% documents with the Owner at one (1) in-person meeting.
- g. Develop an opinion of probable construction cost at the 60% level.

3.3 Construction Documents (CD Phase)

- a. Prepare project documents — plans and specifications — at 90% completion in sufficient detail to allow competitive bidding.
- b. Conduct internal QA/QC review of 90% documents.
- c. Review 90% documents with the Owner at one (1) in-person meeting.
- d. Finalize Construction Documents and technical specifications.

- e. Provide Owner with electronic copies of all contract documents.
- f. Coordinate with Owner as necessary to complete the contract documents.
- g. Develop an opinion of probable construction cost at the 90% level.
- h. Finalize construction drawings and specifications subject to Owner's approval.
- i. Provide two (2) paper sets of contract documents to the Owner.

4 BIDDING & NEGOTIATION

- 4.1 Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
- 4.2 Send Notice to Bidders to contractors, builder bureaus, and plan rooms.
- 4.3 Furnish electronic plans, specifications, and contract documents to prospective bidders, material suppliers, and other interested parties.
- 4.4 Respond to inquiries from prospective bidders and prepare any addenda required.
- 4.5 Assist the Owner in securing construction bids for the project.
- 4.6 Conduct a pre-bid meeting consisting of one (1) meeting onsite with potential bidders.
- 4.7 Assist the Owner at the bid opening to ensure proper rules are followed and all requirements of State and Federal law are fulfilled.
- 4.8 Tabulate and analyze construction bids and report findings to the Owner, together with advice and assistance to the Owner in award of construction contract.
- 4.9 Prepare and submit a Bid Letter of Recommendation to the Owner for project award.
- 4.10 Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor and the Owner; provide cursory reviews of all insurance and bond submittals; then advise the Owner to proceed with execution of all documents.
- 4.11 Provide copies of all executed Contract Documents to the Owner and Prime Contractor.

5 CONSTRUCTION ADMINISTRATION

JEO will provide technical expertise to review shop drawings and onsite observations as scheduled in the scope. JEO will provide the following scope:

- 5.1 Schedule a Pre-Construction Conference (one (1) meeting) prior to the start of construction. This conference will review required timelines, lines of communication, key contacts, utility conflicts, and the Contractor's proposed schedule.
- 5.2 Review shop drawings (submittals) and related data supplied by the Contractor prior to material procurement and installation.
- 5.3 Review materials testing data and report any discrepancies from specifications.
- 5.4 Review and process Contractor's monthly payment applications and change orders (if necessary). Provide to Owner for review and approval.
- 5.5 Assist in providing interpretation of Plans and Specifications with Contractor and Owner.
- 5.6 Consult with and advise Owner during construction on all aspects of the project.
- 5.7 Conduct a final inspection (one (1) meeting) with the Contractor and Owner to verify completion of all project components prior to final payment. Produce a Punch List for the Contractor.
- 5.8 At Substantial Completion, develop a punch list and coordinate actionable items with the Contractor.
- 5.9 Coordinate final inspection with applicable regulatory agencies, if required.

- 5.10 Recommend acceptance of the project to the Owner and complete the required certificate of substantial completion based on the JEO's observations and professional judgement.

6 RESIDENT PROJECT REPRESENTATION (RPR)

In general, JEO will provide onsite observations, special inspections, punch list, state inspections, and similar onsite services and coordination. This service will be billed hourly, the fee estimate is based on a total of 40 hours. JEO will provide the following scope:

- 6.1 Review site progress and attend regulatory inspections over the duration of the project. Estimated at one (1) trip approximately every two to three weeks for the duration of construction.
- 6.2 Coordinate with materials testing firm during construction. Material testing costs to be paid by the Owner; the Contractor is responsible for scheduling and coordinating inspections.
- 6.3 Document on-site observations through written field observation reports, including photographs as necessary.
- 6.4 Provide assistance during the final inspection with the regulatory agency.
- 6.5 Prepare record drawings illustrating the final location and installation of improvements.
- 6.6 Record construction progress through periodic photographs, made available to the Owner upon request.
- 6.7 Prepare as-built plans at the end of construction reflecting field changes.
- 6.8 Defective Work: Recommend to the Owner that Contractor's work be disapproved and rejected if it does not conform to the Contract Documents. Advise and consult with the Owner on correction of defective work.

7 DELIVERABLES

- 7.1 Feasibility report with option comparisons and preliminary cost estimates for three (3) expansion alternatives.
- 7.2 Electronic copies of topographic survey base drawing.
- 7.3 Electronic copies of plans and specifications at 30%, 60%, 90%, and final completion levels.
- 7.4 Electronic copies of addenda as necessary.
- 7.5 Written recommendation letter for awarding or rejecting bids.
- 7.6 Executed Contract Documents to Owner and Contractor(s).
- 7.7 Electronic copies of documentation for the construction process, including field observation reports and photographs.
- 7.8 As-built / record drawings at the completion of construction.

8 CONTRACT EXCLUSIONS

- a. Services not explicitly detailed in scope of service.
- b. Special meetings and meetings not outlined in the Scope of Services.
- c. Any permit fees associated with permit applications.
- d. Structural condition assessment of pools and buildings and other facility elements.
- e. Detailed site and building ADA evaluation.
- f. Stormwater pollution prevention plan (SWPPP)

- g. Construction staking.
- h. Geotechnical investigation of subsurface soils conditions and material testing.
- i. Design of special foundations
- j. Land rights and ownership.
- k. Floodplain, Corps 404, or other environmental permitting and investigations.
- l. SWPPP preparation, administration, and inspections.
- m. Supervision, direct, or control contractor's work or construction means, methods, techniques, sequences, or procedures.

9 FEE PROPOSAL

For the services described above, the anticipated fee is described in the tables below:

<i>Task</i>	<i>Fee</i>
Topographic Survey (lump sum)	\$ 5,000.00
Feasibility study & option costing (lump sum)	\$ 5,000.00
Design Services (lump sum)	\$ 15,000.00
Bidding and Negotiation (lump sum)	\$ 4,500.00
Construction Administration & RPR (hourly/not to exceed)	\$ 8,000.00
Total (not to exceed)	\$ 37,500.00

10 ESTIMATED CONTRACT TIME

- 10.1 JEO will work as expeditiously as possible, pending authorization from client to complete the tasks in this project.
 - a. Design: May – August 2026
 - b. Bid Feb – August 2026
 - c. Construction: September-March 2027
- 10.2 The information in this proposal and fee estimate is valid until May 1, 2026. After that time, the scope of services is subject to adjustment.

11 EXCLUSIONS

- 11.1 Title Reports
- 11.2 Private Utility Locates
- 11.3 Electrical Design Services
- 11.4 Environmental Studies
- 11.5 Prebid Meeting
- 11.6 Geotechnical Services
- 11.7 Construction Staking
- 11.8 Construction Testing
- 11.9 Special Inspections
- 11.10 SWPPP Permit and Inspections
- 11.11 Record Documents
- 11.12 Any other items not outlined in the scope of services
- 11.13 Meetings not identified within this scope of services
- 11.14 Construction administration and observation services

12 REIMBURSABLE EXPENSES

- 12.1 Typical reimbursable expenses are included in the lump-sum and include: Mileage for

trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.

- 12.2 Other reimbursable expenses shall be billed at 110% of their cost. (None are anticipated on this project.)

13 ADDITIONAL TERMS

- 13.1 The General Conditions are specified in Exhibit B.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client 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. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client'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 client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client 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 client 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 client 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 client 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. Client 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 client 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 client, suspend services to the client 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 client 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 client 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 client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client 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 client 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 client are only for convenience of the client. 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 client.

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

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 client 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 client 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,

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC GENERAL CONDITIONS

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 client, 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 client 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 client shall reimburse JEO for any additional limits or coverages that the client 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 client 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 client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client 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 client 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 client 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 client 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 client 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. 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. Engineer shall require the same of each consultant.